



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

**NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MARCH 8, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

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

**CONSENT AGENDA**

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

1. Discussion and possible action to approve the minutes of the Angleton City Council meeting of February 8, 2022 and meeting of February 22, 2022.
2. Discussion and possible action on resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through April 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
3. Discussion and possible action on a resolution authorizing the Mayor to execute certain settlement participation documents to resolve Opioid-related claims against ENDO/PAR and TEVA.

4. Discussion and possible action on the purchase of a Mustang CAT excavator through HGAC.
5. Discussion and possible action on a request from Habitat for Humanity to waive building permit and utility connection fees for the construction of a new home at 1301 Caldwell Road in Angleton, Texas.
6. Discussion and possible action on a proposal for professional planning and engineering services for the City of Angleton Lead and Copper Rule Study and Monitoring Plan - Phase 1.

## **REGULAR AGENDA**

7. Presentation by Angleton Independent School District.
8. Discussion and possible action on the Enterprise rental fleet program.
9. Discussion and possible action on a proposal from iAD Architects for professional architectural and engineering services to design, produce construction contract documents, and construction administration of the project.
10. Discussion and possible action on park naming for the land acquisition on the south side of Angleton.
11. Discussion and possible action on sub facility naming of Freedom Park fields one, two, three, and four.
12. Discussion and possible action on the sale of property within the City limits.

## **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:

13. Discussion and possible action on the City Manager Evaluation. Section 551.074 of the Texas Government Code.

## **OPEN SESSION**

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

## **ADJOURNMENT**

*If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment,*

*evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.*

## **CERTIFICATION**

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, March 4, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC  
City Secretary

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



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 8, 2022

**PREPARED BY:** Frances Aguilar

**AGENDA CONTENT:** Discussion and possible action to approve the minutes of the Angleton City Council meeting of February 8, 2022 and meeting of February 22, 2022.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** EnterTextHere

**FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

Approve the minutes of the Angleton City Council meeting of February 8, 2022 and meeting of February 22, 2022.

**RECOMMENDATION:**

Staff recommends Council approve the minutes as presented.



**CITY OF ANGLETON  
CITY COUNCIL MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
TUESDAY, FEBRUARY 08, 2022 AT 6:00 PM**

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**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, FEBRUARY 08, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.**

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

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

**PRESENT**

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

**PLEDGE OF ALLEGIANCE**

**Mayor pro-tem Wright led the Pledge of Allegiance.**

**INVOCATION**

**Council Member Booth led the invocation.**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

**Ms. Danielle Graham spoke in opposition of the rental property registration.**

**CEREMONIAL PRESENTATIONS**

- 1. Presentation in recognition of service to the Charter Review Commission.**
- 2. Presentation of employee service awards.**

**CONSENT AGENDA**

**The following were enacted with one motion.**

- 3. Discussion and possible action to approve the minutes of the Angleton City Council meeting of January 11, 2022; meeting of January 18, 2022; and meeting of January 25, 2022.**

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the Angleton City Council meeting of January 11, 2022; meeting of January 18, 2022; and meetings of January 25, 2022. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

4. Discussion and possible action to approve the minutes of the Angleton City Council meetings of June 8, 2021; June 22, 2021 special; June 22, 2021 regular; July 10, 2021 special, July 12, 2021; special, July 13, 2021; July 27, 2021 and November 15, 2021.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the Angleton City Council meetings of June 8, 2021; June 22, 2021 special; June 22, 2021 regular; July 10, 2021 special, July 12, 2021; special, July 13, 2021; July 27, 2021 and November 15, 2021. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

5. Discussion and possible action on a resolution establishing the procedure for the May 7, 2022 General Election in Angleton, Texas; and providing for other related matters related thereto.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Resolution No. 20220208-005. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

6. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through March 13, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Resolution No. 20220208-006. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

7. Discussion and possible action on a resolution approving the appointment of a Court Administrator for the Municipal Court of Record of the City of Angleton; and providing an effective date.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Resolution No. 20220208-007. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

**Item 8 was pulled for discussion.**

9. Discussion and possible action on an ordinance amending the Purchasing Policies and Procedures contained in Chapter 2, Article V, Division 2, Section 2-141 through 2-152 of the Code of Ordinances.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Ordinance No. 20220208-009. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

10. Discussion and possible action on a contract with First State Bank for banking services.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the contract with First State Bank. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

11. Discussion and possible action to approve the Financial Statements for First Quarter FY 2021-2022.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the Financial Statements for First Quarter FY 2021-2022. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

12. Discussion and possible action to approve the Accounts Payable Reports for First Quarter FY 2021-2022.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the Accounts Payable Reports for First Quarter FY 2021-2022. The motion passed on a 5-0 vote. Council Member Gongora was off the dais.**

**Item 13 was pulled for discussion.**

## **REGULAR AGENDA**

8. Discuss and possible action on an ordinance amending the garbage and refuse rate tables in the fee schedule in the consolidated schedule of fees of the Code of Ordinances of the City of Angleton; revising and providing for an increase in the rates to be charged for solid waste collection by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220208-009. The motion passed on a 6-0 vote.**

13. Discussion and possible action on the annual Racial Profiling Report.

**Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the annual Racial Profiling Report. The motion passed on a 6-0 vote.**

**Mayor Perez recessed the Council Meeting at 6:20 P.M.**

## **EXECUTIVE SESSION**

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

14. Discussion and possible action on appointments to City boards and commissions. Section 551.074 of the Texas Government Code.

**Conducted**

15. Discussion and possible action on the purchase and sale of property within the City limits. Section 551.072 of the Texas Government Code.

**Conducted****OPEN SESSION**

**Mayor Perez reconvened the Council Meeting back to order at 7:20 P.M.**

14. Discussion and possible action on appointments to City boards and commissions. Section 551.074 of the Texas Government Code.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the appointment of Rachel Ritter to the Angleton Better Living Corporation. The motion passed on a 6-0 vote.**

15. Discussion and possible action on the purchase and sale of property within the City limits. Section 551.072 of the Texas Government Code.

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council accepted the highest bid for the City property on Myrtle Street. The motion passed on a 6-0 vote.**

**REGULAR AGENDA CONTINUED**

16. Discussion and possible action on a resolution supporting a housing tax credit application for the Amber Ridge Apartments, LP.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220208-016. The motion passed on a 6-0 vote.**

17. Discussion and possible action on the American Rescue Plan Act funding.

**City Manager Chris Whittaker gave an overview of the projects.**

18. Discussion on Charter Review Commission amendments.

**City Manager Chris Whittaker discussed the charter amendments.**

19. Discussion and possible action on an ordinance ordering a Special Election to be held on May 7, 2022, for the purpose of considering amendments to the city charter of the City of Angleton, Texas; making provisions for the conduct of the election and providing for other related matters relating to the election; providing a severance clause and providing effective date.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220208-019. The motion passed on a 6-0 vote.**

**ADJOURNMENT**

The meeting was adjourned at 10:56 P.M.

These minutes were approved by Angleton City Council on this the 8th day of March, 2022.

CITY OF ANGLETON, TEXAS

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Frances Aguilar, TRMC, MMC  
City Secretary



**CITY OF ANGLETON**  
**CITY COUNCIL MINUTES**  
 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
 TUESDAY, FEBRUARY 22, 2022 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENEED IN A MEETING ON TUESDAY, FEBRUARY 08, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

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

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

#### PRESENT

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

#### ABSENT

Council Member Mikey Svoboda

#### PLEDGE OF ALLEGIANCE

Council Member Gongora led the Pledge of Allegiance.

#### INVOCATION

Council Member Booth led the invocation.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

#### CONSENT AGENDA

The following were enacted with one motion.

1. Discussion and possible action on a contract with Brazoria County to conduct and the election services for the May 7, 2022 election.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the contract with Brazoria County. The motion passed on a 4-0 vote. Mayor pro-tem Wright was off the dais. Council Member Svoboda was absent.

2. Discussion and possible action on the 2022 athletic sports association agreements and authorize the City Manager to execute the agreements.

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the 2022 athletic sports association agreements and authorized the City Manager to execute the agreements. The motion passed on a 4-0 vote. Mayor pro-tem Wright was off the dais. Council Member Svoboda was absent.**

3. Discussion and possible action on a resolution authorizing the submission of a pre-application for United States Department of Agriculture Rural Development/Community Facilities Grant and Loan Package, to fund the construction of Angleton Operations Center.

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved Resolution No. 20220222-003. The motion passed on a 4-0 vote. Mayor pro-tem Wright was off the dais. Council Member Svoboda was absent.**

4. Discussion and possible action on a resolution authorizing the Houston-Galveston Area Council to apply for a local Hazard Mitigation Plan Program Grant to write the City's Mitigation Plan and submit it to FEMA for approval.

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved Resolution No. 20220222-004. The motion passed on a 4-0 vote. Mayor pro-tem Wright was off the dais. Council Member Svoboda was absent.**

5. Update on the substandard building initiative and briefing on process to declare substandard building.

**An update was provided by Lindsay Koskiniemi, Assistant Director of Development Services.**

6. Discussion and possible action on an agreement with Mike Pietsch, P.E. Consulting Services, Inc. to perform a detailed study on the City of Angleton and the Fire Department to help improve our ISO rating.

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the agreement with Mike Pietsch, P.E. Consulting Services, Inc. The motion passed on a 4-0 vote. Mayor pro-tem Wright was off the dais. Council Member Svoboda was absent.**

## REGULAR AGENDA

7. Presentation by SkyH2O.

**Presentation was provided by Alexander von Welczeck, President & CEO of SkyH2O.**

7. Discussion and possible action on support and incentives for SkyH2O.

**No action taken.**

9. Presentation of the Collection Report by Perdue Brandon Fielder Collins & Mott, LLP.

**Presentation was provided by Mike Darlow with Perdue Brandon Fielder Collins & Mott, LLP.**

10. Discussion and possible action on authorizing the City to pursue the issuance of City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022.

**Presentation was provided by Joe Morrow, Managing Director with Hilltop Securities Inc.**

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council authorized the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022, not to exceed \$10 million. The motion passed on a 5-0 vote. Council Member Svoboda was absent.**

11. Discussion and possible action to allow Angleton Fire Department to order a new Engine in 2022 to be financed in 2023 Fiscal Year.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council authorized AFD to order a new Engine in 2022, to be financed in fiscal year 2023 and pay off the ESD loan for Engine #1. The motion passed on a 5-0 vote. Council Member Svoboda was absent.**

**Mayor Perez recessed the Council Meeting at 7:57 P.M.**

**Mayor Perez reconvened the Council Meeting back to order at 8:07 P.M.**

12. Presentation on Angleton Crossing, a proposed multi-family development spanning approximately 18 acres, located at the northwest corner of the FM 523 and Highway 288 Business intersection.

**Presentation was provided by Don Janssen, Principal with Planned Community Developers, Ltd. and Carly Gast, Development Director with Kittle Property Group, Inc.**

13. Discussion and possible action on a waiver of the preliminary acceptance of public improvement with a one-year maintenance bond and acceptance of public improvements for the Bayou Bend subdivision.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved a waiver of the preliminary acceptance of public improvement with a one-year maintenance bond and acceptance of public improvements for the Bayou Bend subdivision. The motion passed on a 5-0 vote. Council Member Svoboda was absent.**

14. Discussion on current City development and projects.

**Presentation was provided by Chris Whittaker, City Manager; Lindsay Koskiniemi, Assistant Director of Development Services; and John Peterson, P.E. with HDR Engineering, Inc.**

**Direction was given to have setbacks as an action item on an upcoming agenda.**

15. Discussion and possible action on an ordinance amending Ordinance No. 20220208-019 ordering a Special Election to be held on May 7, 2022, for the purpose of considering amendments to the city charter of the City of Angleton, Texas; making provisions for the conduct of the election and providing for other related matters relating to the election; providing a severance clause and providing effective date.

**Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved Ordinance No. 20220222-015. The motion passed on a 5-0 vote. Council Member Svoboda was absent.**

## **PUBLIC HEARINGS AND ACTION ITEMS**

16. Conduct a public hearing, discussion, and possible action on an ordinance amending Ordinance No. 20210810-008 Exhibit "B" Property Phases/Sections and Exhibit "C" Development Standards and District Regulations for the Austin Colony Planned Development Overlay District pursuant to Chapter 28 Zoning, Article III Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Code Of Ordinances of the City Of Angleton; providing a severability clause; providing for a penalty; and providing for repeal and effective date.

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

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

**Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved Ordinance No. 20220222-016, amending item 2 to read "within 5 years of the date of the first building permit." The motion passed on a 4-1 vote. Council Member Townsend voted against. Council Member Svoboda was absent.**

17. Conduct a public hearing, discussion, and possible action on a variance to the maximum height requirement for ground signage of Section 21.5-7.(3).a.3.(ii) and a variance to the maximum sign square footage requirement for ground signs of Section 21.5.-7.(3).a.3.(i) for property located on the northwest corner of the SH 288/SH 35 intersection.

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

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

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council denied the variance. The motion passed on a 4-1 vote. Mayor pro-tem Wright voted against. Council Member Svoboda was absent.

18. Conduct a public hearing, discussion, and possible action on an ordinance fully repealing and replacing Chapter 23 – Land Development Code, Article II. – Subdivision and Development Design, Section 23-20. – Park Dedication and Recreation Improvements; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

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

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

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Ordinance No. 20220222-018. The motion passed on a 3-2 vote. Mayor Perez and Council Member Booth voted against. Council Member Svoboda was absent.

Mayor Perez recessed the Council Meeting at 11:17 P.M.

## EXECUTIVE SESSION

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

19. Discussion and possible action on the purchase and sale of property within the City limits. Section 551.072 of the Texas Government Code.

**Conducted**

## OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at 11:35 P.M.

**ADJOURNMENT**

The meeting was adjourned at 11:35 P.M.

These minutes were approved by Angleton City Council on this the 8th day of March, 2022.

CITY OF ANGLETON, TEXAS

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Frances Aguilar, TRMC, MMC  
City Secretary



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 03/08/2022

**PREPARED BY:** Glenn LaMont

**AGENDA CONTENT:** Discussion and possible action on Resolution No. 20220308-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through April 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

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

**RECCOMENDATION:**

Staff recommends council approving this Resolution.

**RESOLUTION NO. 20220308-000**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020 AND CONSENTING TO ITS CONTINUATION THROUGH APRIL 12, 2022; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION 2.** That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through April 12, 2022, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

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

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

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

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

**RESOLUTION NO. 20220308-000**

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**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF MARCH 2022.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Frances Aguilar, TRMC, MMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 03/08/2022

**PREPARED BY:** Chris Hill, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Resolution authorizing the Mayor to execute certain settlement participation documents to resolve Opioid-related claims against ENDO/PAR and TEVA.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** N/A

### EXECUTIVE SUMMARY:

On October 26, 2021, the City Council approved Angleton to join the previous settlement agreements with Texas, along with a broad coalition of states and four companies to resolve legal claims for their role in the opioid crisis. One agreement was with opioid manufacturer Johnson & Johnson. The other agreements were with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health and McKesson.

Texas has reached final agreements with two additional companies to resolve legal claims for their role in the opioid crisis. One agreement is ENDO/PAR and one agreement is with TEVA.

How to Join: Adopt the Settlement agreements and return to the Attorney General by March 10, 2022.

### RECOMMENDATION:

Staff recommends council approve Resolution to adopt the Texas Opioid Settlement Agreements and authorize the Mayor to sign applicable forms.

**RESOLUTION NO. 20220308-00**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CERTAIN SETTLEMENT PARTICIPATION DOCUMENTS TO RESOLVE OPIOID-RELATED CLAIMS AGAINST ENDO/PAR, AND TEVA**

**WHEREAS**, the City of Angleton, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

**WHEREAS**, the City Council of Angleton, Texas believes there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Endo Settlement to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to be in the public interest to approve such settlement; and

**WHEREAS**, the City Council of Angleton Texas adopted and approved the Texas Term Sheet in its entirety on October 26, 2021 as evidenced by Resolution 20211026-002; and

**WHEREAS**, on December 22, 2021, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into settlement agreement entitled Endo/Par Texas State-Wide Opioid Settlement Agreement; and the Settlement Term Sheet, that would resolve all opioid-related claims against pharmaceutical manufacturer Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (Endo/Par); and

**WHEREAS**, on February 7, 2022 the State of Texas through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into settlement agreement entitled Teva Texas State-Wide Opioid Settlement Agreement and the Settlement Term Sheet, that would resolve all opioid-related claims against pharmaceutical manufacturer Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA Inc. and other related manufacturers; and

**WHEREAS**, Special Counsel and the State of Texas have recommended that the City support the adoption and approval of the Texas Subdivision and Special District Election and Release Form in its entirety; and

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

**SECTION 1.** The statements provided in the caption and the recitals of this Resolution are true

and correct and are adopted herein for all intents and purposes.

**SECTION 2.** The City Council of Angleton hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Endo Settlement and Teva Settlement to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to be in the public interest to approve such settlement.

**SECTION 3.** The Texas Subdivision and Special District Election and Release Forms are attached hereto as Exhibit “A” and made a part hereof for all purposes.

**PASSED AND APPROVED THIS THE 8TH DAY OF MARCH 2022.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Frances Aguilar, TRMC, MMC  
City Secretary

**EXHIBIT A**

**Exhibit A**

**TEXAS SUBDIVISION AND SPECIAL DISTRICT  
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

---

<sup>1</sup> The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: \_\_\_\_\_

Texas Subdivision Name: \_\_\_\_\_

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

- [NAME]
- [TITLE]
- [ADDRESS]
- [TELEPHONE]
- [EMAIL ADDRESS]

**Exhibit B****TEXAS SUBDIVISION AND SPECIAL DISTRICT  
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

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<sup>1</sup> The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: \_\_\_\_\_

Texas Subdivision Name: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]  
[TITLE]  
[ADDRESS]  
[TELEPHONE]  
[EMAIL ADDRESS]



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 03/08/2022

**PREPARED BY:** Jeff Sifford

**AGENDA CONTENT:** Purchase of new Excavator through Mustang CAT

**AGENDA ITEM SECTION:** Consent Agenda

---

**BUDGETED AMOUNT:** 50,000.00

**FUNDS REQUESTED:** 52,590.24

**FUND:** 03-570-610

**EXECUTIVE SUMMARY:**

Purchase of new Excavator through Mustang CAT

**RECOMMENDATION:**

Staff recommends approval to purchase a new excavator through Mustang CAT.



Item 4.

## LET'S WORK TOGETHER

### Machine Sales Quotation

Reference# 44080-8

February 24, 2022

Jeff Sifford  
CITY OF ANGLETON  
121 SOUTH VELASCO  
ANGLETON, TX 77515

### Mustang CAT Sales Representative

Stuart Newton  
Mobile: 832-540-9086  
Office: 832-540-9086  
SNewton@mustangcat.com

Mr. Sifford,

Thank you for considering Mustang CAT. Our proposed solution for your needs is summarized below with additional detail on the following page or pages. Please review this proposal thoroughly. Our recommended solution is based on our current understanding of your requirements. Please contact me if your requirements have changed or if you have any questions about the products and services we are recommending.

We hope to earn your business and look forward to working with you. When you are ready to move forward, please sign and date on the bottom of page one and return it to me.

### Mustang CAT recommended solution for 303.5

#### CAT Machines

303.5-07OR	303.5 07A CR MHE CFG14A (pre-tax)	\$52,477.26
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<b>Total Investment (pre-tax):</b>	<b>\$52,477.26</b>
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### Accepted by:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Customer Signature

**Model:** 303.5-070R  
**Serial No.:** ORE900941

### ARRANGEMENT

OPTION	DESCRIPTION	LIST
5938882	303.5 07A CR MHE CFG14A	\$59,920.00
5581751	303.5 07A CR HYD EXCAVATOR	
5414787	FILM, PRODUCT LINK, ANSI	
5421495	2 WAY CONTROL	
5421504	FILM, INC. CANADA	
5461520	HYDRAULIC OIL, STD	
5571709	SOFTWARE, PROPORTIONAL CONTROL	
5571710	SOFTWARE, STICK STEER CONTROL	
5571713	SOFTWARE, CODED START	
5581744	ALARM, TRAVEL	
5581754	BOOM, STANDARD	
5693572	INSTRUCTIONS, ANSI	
5719088	LINKAGE, BUCKET, W/LIFTING EYE	
5734364	DRAIN, ECOLOGY	
5762961	ENGINE, EPA TIER 4F	
5882227	ACCUMULATOR	
5953183	FILM, EXPORT	
5997202	SEAT BELT, 3" RETRACTABLE	
5719661	STICK, LONG, W/ THUMB BRACKET	\$ 690.00
5581760	LINES, BOOM W/O BLCV	
5581763	LINES, STICK W/O SLCV	
5581766	UNDERCARRIAGE, FIXED, STD BLD	
5754418	BLADE, FIXED, BOCE	\$ 430.00
5662914	TRACK, 12", RUBBER	
5581757	CONTROL, 1ST AUX, JOYSTICK	
5752776	LINES, BUCKET, LONG STICK	
5199283	TRAVEL LEVERS AND PEDALS	
5428885	BOOM LIGHT, STANDARD	
5636658	CANOPY, ROPS	
5945727	FILM, CANOPY	
6023576	FILM, ROPS, ISO, CANOPY	
5199266	SEAT, SUSPENSION, VINYL	
5807179	MONITOR NEXT GEN, NO CAMERA	
5947895	FLOORMAT, CANOPY, W/TRAVEL	
5739677	PRODUCT LINK, CELLULAR PL243	
5254465	CAT KEY, WITH PASS CODE OPTION	
5551839	CWT, STANDARD	
4218926	SERIALIZED TECHNICAL MEDIA KIT	
5757225	LINES, 1ST AUX, LONG STICK	\$ 60.00
5738204	CONTROL, QC, 3 LINE, LONG STICK	\$1,620.00
5414789	FILM, COUPLER, ANSI	
<b>MACHINE LIST PRICE:</b>		<b>\$62,720.00</b>

### ATTACHMENTS

OP9003	LANE 3 ORDER	
OP2266	SHIPPING/STORAGE PROTECTION	\$ 319.44
OP4299	PACKING, LAST MILE PROGRAM	
OP0227	303 24 BKT	\$1,229.17
<b>ATTACHMENTS LIST PRICE:</b>		<b>\$1,548.61</b>

**\*HGAC Contract #EM19A31.**

List Price FOB Factory:	\$64,268.61
Dealer Discount:	<b>(\$12,866.35)</b>
Make Ready:	\$ 500.00
Factory Freight:	\$ 575.00
Warranty:	2yr/2,00hr PREMIER
Total Trade-In:	N/A
Subtotal:	\$52,477.26
Sales Tax:	N/A
Heavy Equipment Fee:	\$ 112.98
Diesel Surcharge:	N/A
Document Fee:	N/A
<b>Total Sale Price:</b>	<b>\$52,590.24</b>

Item 4.

<b>REF#</b>	44080	<b>THIS CONTRACT CONTAINS AN INDEMNITY PROVISION FROM PURCHASER TO SELLER IN SECTION 6 ON THE REVERSE HEROF</b>		<b>ORDER DATE</b>	2/24/2022
<b>SOLD TO:</b>	CITY OF ANGLETON	D E L I V E R T O	CITY OF ANGLETON		
<b>BILLING ADDRESS:</b>	121 SOUTH VELASCO		121 SOUTH VELASCO		DEL. APPROX.
<b>CITY</b>	COUNTY STATE ZIP		ANGLETON TX	77515	
<b>EMAIL:</b>	jsifford@angleton.tx.us		<b>ACCOUNT #:</b>	0684150	

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	303.5 07A CR MHE CFG14A SERIAL RE900941	\$ 52,477.26	\$ 52,477.26
	24" BUCKET INCLUDED		
<b>WARRANTY</b>			
	1ST YEAR UNLIMITED HOUR PREMIER		
	2ND YEAR OR 2,000 HOUR PREMIER		

		<b>SUB-TOTAL</b>	\$ 52,477.26
<input type="checkbox"/>	PROTECTION CHECKLIST REVIEWED WITH PURCHASER	0.215%	HVY. EQ. INV. FEE \$ 112.98
<input type="checkbox"/>	Applicable Sales Tax Applies	0.000%	SALES TAX \$ -
<input checked="" type="checkbox"/>	Sales and Use Tax Exempt; IF TAX EXEMPT EXEMPTION CERTIFICATE MUST BE ATTACHED	0.000%	DOC FEE \$ -
<input type="checkbox"/>	UCC-1 Signed		DIESEL SUR. \$ -
<input type="checkbox"/>	UCC-1 Not Required		
<input type="checkbox"/>	Mustang Cat Will Provide Property Damage Insurance (see Paragraph 10 on the Reverse Side Hereof)		
<input type="checkbox"/>	Purchaser Will Provide Property Damage Insurance		
		<b>(1) TOTAL CASH PRICE</b>	<b>\$ 52,590.24</b>
		<b>(2) LESS:</b>	
	(a) Cash w/Order	\$ -	
	(b) Cash on Delivery	\$ -	
	(c) Cash on Invoice	\$ -	
	(d) Trade-in Allowance	\$ -	
	(e) Total Cash Down Payment & Trade-In Allowance	\$ -	
		<b>(3) UNPAID BALANCE OF CASH PRICE</b>	
		Amount Shown on Invoice: [(1) minus (2)(e)]	\$ 52,590.24
		(a) Unpaid balance of Trades	\$ -
		<b>(4) Amount To Finance By</b>	<b>\$ 52,590.24</b>

**TERMS:** HGAC CONTRACT #EM19A31. COI. THIS ORDER IS PLACED AT MANUFACTURER'S CURRENT LIST PRICE. IN THE EVENT OF PRICE CHANGES BY MANUFACTURER, THE PRICE PREVAILING AT TIME OF DELIVERY WILL BE PAID BY PURCHASER.

**EXCLUSION OF PRODUCT WARRANTY**

1. EXCLUSION OF IMPLIED WARRANTIES: MUSTANG MACHINERY COMPANY, LLC. d/b/a MUSTANG CAT (hereinafter "Mustang Cat"), as Seller and the above Purchaser agree that all IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties reflected on the reverse side hereof, are EXCLUDED from this transaction by MUSTANG CAT and shall not apply to the products sold.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained herein. The Purchaser agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

SEE WARRANTY INFORMATION AND ADDITIONAL DISCLAIMER OF WARRANTIES ON THE REVERSE SIDE HEREOF.  
THIS ORDER IS SUBJECT TO FINAL WRITTEN ACCEPTANCE BELOW BY AN AUTHORIZED OFFICER OR MANAGER OF MUSTANG.  
IN ADDITION, THIS ORDER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.

In addition, Purchaser hereby certifies that Texas sales tax (was) (was not) paid on the products traded-in at the time of its purchase by Purchaser.

Set forth above is Mustang Cat's Cash Price for the goods subject hereto, Purchaser's Total Cash Down payment and Trade-in Allowance and the Unpaid Balance of the cash Price. Purchaser may elect to purchase such goods either at such Cash Price (minus the amount of Purchaser's Total Cash Down payment and Trade-in Allowance) or at a Time Sales Price payable in \_\_\_\_\_ equal monthly installments in the aggregate amount equal to the Unpaid Balance of the Cash Price plus interest at the rate of \_\_\_\_\_ per annum. If Purchaser elects to purchase the goods subject hereto for the Cash Price, Purchaser shall pay to Mustang Cat the Balance of the Cash Price upon acceptance of this Order by Mustang Cat. If Purchaser elects to purchase the goods subject hereto for the Time Sales Price, Purchaser shall execute, in addition hereto, a Promissory Note and Security Agreement setting forth the aggregate amount of such Time Sales Price and the due date and amount of each installment thereto. Late or deferred payment shall bear interest at the highest contract rate permitted by law.

**PURCHASER:** CITY OF ANGLETON **BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**ACCEPTANCE RECOMMENDED BY:** Stuart Newton **MUSTANG MACHINERY COMPANY, LLC. d/b/a MUSTANG CAT**  
salesman

**SIGNED DATE:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**BILL OF SALE ON TRADED PRODUCT(S)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto MUSTANG MACHINERY COMPANY, LLC. d/b/a MUSTANG CAT ("Mustang Cat"), the following described product(s):

Make	Model	Unit	Serial Number

To have and to hold and all singular the said product(s) to MUSTANG CAT, its successors and assigns. The undersigned covenants with and represents to MUSTANG CAT that undersigned is the lawful owner of said product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend same against the lawful claims and demands of all persons; that said product(s) are free from all encumbrances except \$0.00

payable to (NAME OF LIEN HOLDER)  
**LIEN HOLDER'S ADDRESS:** \_\_\_\_\_

**PURCHASER'S SIGNATURE:** \_\_\_\_\_



Item 4.

DISCLAIMER OF WARRANTY FOR CATERPILLAR PRODUCTS

Provisions in the following three paragraphs apply only to products sold by Mustang Cat which were manufactured by CATERPILLAR, INC., hereafter referred to as "CATERPILLAR."

1. GRANT OF LIMITED WARRANTIES: Purchaser acknowledges that the CATERPILLAR product(s) he has purchased is subject to the Limited Warranty ONLY by CATERPILLAR, a copy of which Purchaser has reviewed and acknowledges the receipt thereof. CATERPILLAR products are sold or leased subject to several different express limited warranties covering various parts of the machine or product in question. These warranties are IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. By his signature on the reverse side hereof, Purchaser signifies that he has received the applicable CATERPILLAR WARRANTY FORM(S), has read, understands, and accepts the terms contained therein and acknowledges that Mustang Cat has DIS-CLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and that Purchaser's sole remedies, if any, with respect to defects in materials or workmanship shall be against CATERPILLAR pursuant to the aforementioned CATERPILLAR express limited warranties, if any.

2. Neither Mustang Cat nor CATERPILLAR is responsible for any warranty other than that warranty as set out in the warrant (ties) described above. Purchaser further acknowledges and agrees that this order form and its attachments (if any) contains all agreements between Purchaser and Mustang Cat, and they are hereby accepted by Purchaser. Purchaser further agrees and acknowledges that no verbal contracts, agreements or warranties other than what is written in this order have been given or received, and so acknowledges by his signature hereon.

3. CATERPILLAR WARRANTIES extend only to parts or attachments sold by CATERPILLAR. Mustang Cat and CATERPILLAR DISCLAIM ANY WARRANTY, express or implied, including any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, for parts or attachments manufactured by persons other than CATERPILLAR.

DISCLAIMER OF WARRANTY FOR NON-CATERPILLAR PRODUCTS

Provisions in the following two paragraphs apply only to products sold by Mustang Cat which were manufactured by persons other than CATERPILLAR.

1. DISCLAIMER OF IMPLIED WARRANTIES: The parties agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties given by the manufacturer of the product, are EXCLUDED from this transaction by Mustang CAT and shall not apply to the products sold. Mustang Cat shall have no liability for a breach of a manufacturer's warranty.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy against the manufacturer of the product shall be as contained in any manufacturer's warranty forms he has received. Purchaser further agrees that no other remedy (including but not limited to claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, DEMAND, OR DAMAGE WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

SEE EXCLUSION OF PRODUCT WARRANTY ON THE REVERSE SIDE HEREOF

TERMS AND CONDITIONS OF ORDER AND SECURITY AGREEMENT

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Mustang Cat reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

2. This order, when accepted by an authorized officer or manager of Mustang Cat, shall become a binding contract but Mustang Cat's obligation to deliver shall be conditioned upon and subject to strikes, walk-outs, accidents, fire, delays in manufacturer transportation, acts of God, and embargoes or Governmental action or any other causes beyond the control of Mustang Cat whether the same as or different from the matters and things hereinabove specifically enumerated, and any of such causes shall absolutely absolve Mustang Cat from any liability to Purchaser under the terms hereof. Upon acceptance by Mustang Cat, Purchaser shall be obligated to pay or secure such obligation. In the event that the manufacturer of the product(s) subject hereto increases its sales price to Mustang Cat between the date hereof and the time of delivery of such product(s), the purchase price reflected on the reverse side hereof shall be deemed to be modified to reflect such change, and Purchaser agrees that it shall be obligated to pay such modified purchase price in accordance with the terms hereof and any other documents now, heretofore or hereafter executed to evidence or secure such obligation

3. Unless the product(s) is paid for in full in cash at the time of delivery, Mustang Cat retains and Purchaser hereby grants to Mustang Cat a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Purchaser, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of Mustang Cat. Purchaser further appoints Mustang Cat as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of Purchaser. In the event Purchaser fails to execute any such financing statement or security agreement upon request by Mustang Cat, the entire balance of the purchase price shall at Mustang Cat's option become due and payable and Purchaser shall execute any notes or other evidences of indebtedness that may be required by Mustang Cat. However, any note taken herewith shall be evidence of Purchaser's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

4. Mustang Cat's responsibility for shipment ceases upon delivery to a transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by Purchaser directly to the transportation company. Any claims which Purchaser may be entitled to make against Mustang Cat for shortages and shipments shall be made within fifteen (15) days after receipt of shipment.

5. Purchaser agrees that this order shall not be countermanded by him and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale of this above specified) it will, together with any security agreement, promissory note or other evidence of indebtedness executed by Purchaser contemporaneously herewith or subsequently herewith, constitute the entire agreement between the parties relative to this transaction. Purchaser further agrees that Mustang Cat is not bound by any representations or agreements made by any agent or employee of Mustang Cat relative to this transaction unless specifically embodied herein.

6. **PURCHASER FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS MUSTANG CAT FROM ALL LOSS, DAMAGE, EXPENSE AND PENALTY ARISING FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSON OR PROPERTY OF ANY CHARACTER WHATSOEVER OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTATION OF ANY OF THE PRODUCT(S) SOLD HEREUNDER AND WHILE THE PRODUCT(S) IS IN THE POSSESSION OR UNDER THE CUSTODY AND CONTROL OF PURCHASER.**

7. In consideration of the sale of the product(s) by Mustang Cat, Purchaser agrees to pay Mustang Cat for such product(s) at Mustang Cat's Principal office in Houston, Harris County, Texas.

8. In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, Purchaser agrees to pay reasonable attorney's fees to Mustang Cat should this matter be placed in the hands of an attorney for collection.

9. This Order for New Products and Security Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Invalidity of any portion of this Order for New Products and Security Agreement shall not affect the validity or enforceability of the remainder of the terms and conditions hereof, and the parties hereby agree that this order for New Products and Security Agreement shall be construed as if such invalid provision had not been inserted.

10. If so indicated on the reverse side hereof, Mustang Cat will obtain and maintain dual interest insurance with respect to the product(s) subject hereto for so long as any portion of the purchase price is unpaid insuring against all risks of physical loss or damage to such product(s), subject to such reasonable deductibles and exceptions as Mustang Cat may, in its discretion, determine and shall charge Purchaser the applicable price therefore, Mustang Cat shall furnish to Purchaser a Certificate of Insurance describing such coverage. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY MUSTANG CAT UNDER ANY CIRCUMSTANCES.

11. In the event Seller consents in writing to cancellation, Buyer shall pay Seller, at Seller's option, the following as liquidated damages:

- a. Invoice price of all goods which have been identified to the contract, whether such goods have been delivered to Buyer or not.
- b. Actual costs incurred by Seller for goods not completed which are allocable to the balance of the contract, including the cost of discharging Seller's liabilities which are so applicable and the costs of materials on hand which were acquired or produced in connection with partially finished work and materials.
- c. A reasonable allowance for profit in connection with goods called for under the contract, but with respect to which production has not yet begun at the time of cancellation.
- d. Reasonable costs incurred by Seller, including accountant's and attorneys' fees, if any, in making any termination settlement hereunder.

12. The remedies herein reserved by Seller, shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or of any other provision hereof.

Initial \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 8, 2022

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

**AGENDA CONTENT:** Discussion and possible action on a request from Habitat for Humanity to waive building permit and utility connection fees for the construction of a new home at 1301 Caldwell Road in Angleton, Texas.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/

### EXECUTIVE SUMMARY:

Melissa M. Alexander, Executive Director of Habitat for Humanity of Southern Brazoria County, a non-profit organization, has requested a waiver of building permit fees and utility connection fees for a proposed Habitat for Humanity home to be located at 1301 Caldwell Road (Lot 23B) in Angleton, Texas.

Council has the discretion to provide a waiver of fees and last granted a fee waiver for the construction of a Habitat for Humanity home in February 2021 located at 1247 Caldwell Road. This program is beneficial to the community as it, “promotes dignity and hope and supports sustainable and transformative development.” (2021 Habitat for Humanity International Mission and Vision)

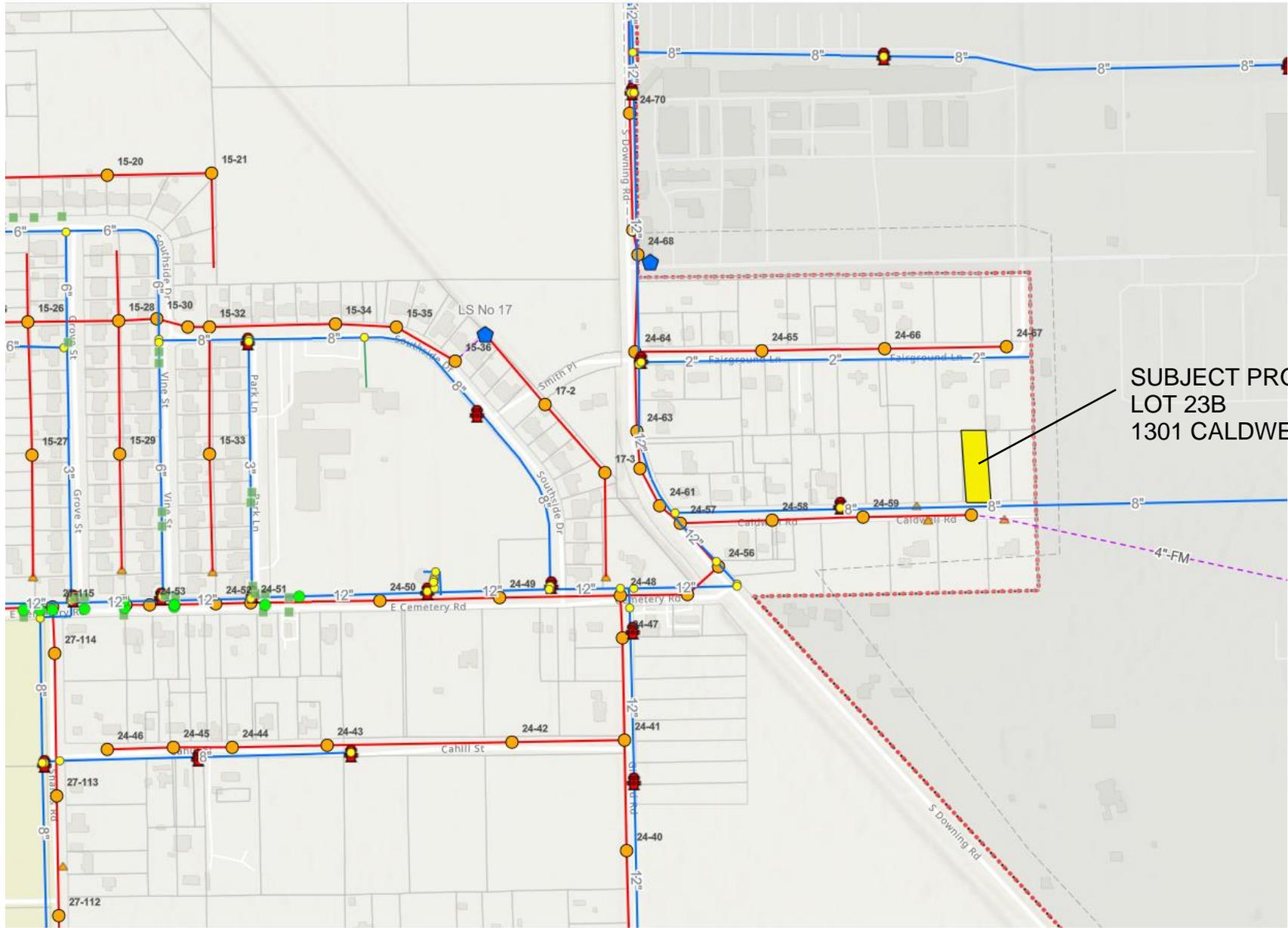
The proposed home is planned to have 1,205 square feet of living space, three bedrooms, two bathrooms, and a one-car enclosed garage. The house will meet all the requirements of the Angleton Code of Ordinances.

The estimated cost of permitting fees is \$647.50, which includes a building permit of \$602.50 calculated at \$0.50/square foot and a storm water permit fee of \$45.00. The estimated cost of utility connection fees is \$1,200, for an estimated total of \$1,147.50.

### RECOMMENDATION:

Staff recommends approval of a waiver of building permitting and associated utility connection fees for the construction of 1301 Caldwell Road.

LOCATION AND UTILITY MAP



SUBJECT PROPERTY  
LOT 23B  
1301 CALDWELL RD.

[EXTERNAL] 1301 Caldwell Rd Permits #115

Habitat for Humanity of Southern Brazoria County <hfhsbc@gmail.com>

Thu 2/24/2022 10:14 AM

To: Lindsay Koskiniemi <lkoskiniemi@angleton.tx.us>

📎 1 attachments (333 KB)

House #115 City Ang Info.docx;

Lindsay

Thank you for getting me to the city council meeting scheduled March 8th, 2022 to request permit fees being waived including inspection and utility hookup . Please see the attached for property build details.

*Melissa M. Alexander*

Executive Director

Habitat for Humanity of Southern Brazoria County

12 Circle Way

Lake Jackson, TX 77566

Office: 979-285-2800

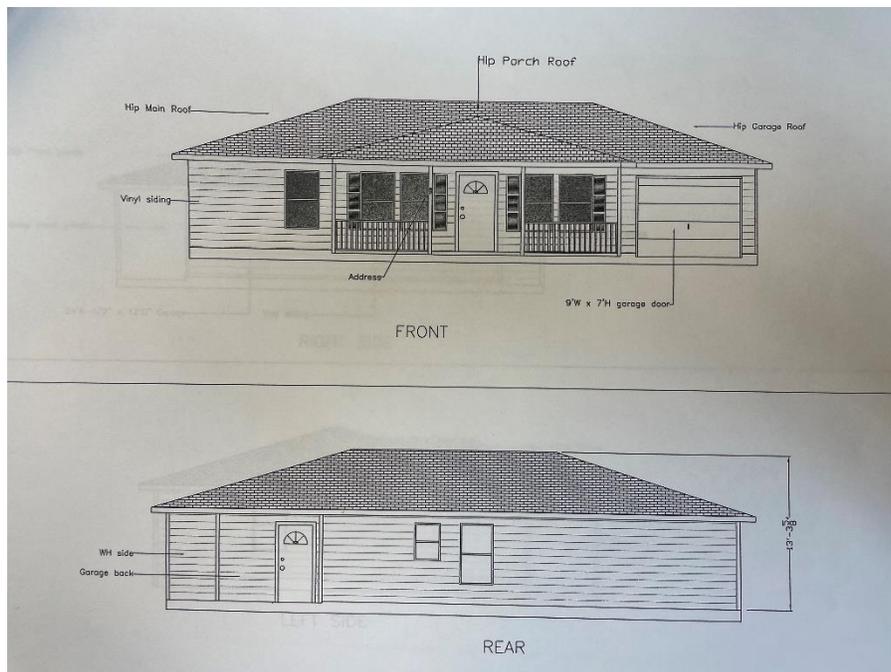
ReStore & Donations 979-285-0090

Fax: 979-297-2818

[www.habitatsbc.org](http://www.habitatsbc.org)

[hfhsbc@gmail.com](mailto:hfhsbc@gmail.com)

**Project #115**  
**1301 Caldwell Lot 23B**  
**Living Space 1205 sq. ft. 3/2 with 1 Car Garage**



**Current Homeowner Color Selection (subject to change with viability)**

**Vinyl Siding Cape Cod Gray with Shutter Color White**

Habitat for Humanity of Southern Brazoria County is an affiliate of Habitat for  
Humanity International & Habitat Texas

<b>ESTIMATED COST OF PERMITTING &amp; UTILITY CONNECTION FEES</b>			
<b>BUILDING PERMIT (1 &amp; 2 FAMILY RESIDENTIAL)</b>			
TOTAL SQ. FT.			
1,205	\$ 0.50	\$	602.50
<b>STORM WATER PERMIT</b>			
1 & 2 UNIT FEE		\$	45.00
<b>UTILITY CONNECTION FEE</b>			
WATER METER CONNECTION		\$	500.00
SEWER CONNECTION		\$	700.00
<b>TOTAL ESTIMATED FEES</b>			
		\$	<b>1,147.50</b>



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 8, 2022

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on a contract with KSA Engineers to conduct Phase 1 of the US EPA Lead Service Line Replacement (LSLR) Program.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:** \$12,500

**FUND:** EnterTextHere

### EXECUTIVE SUMMARY:

US EPA established the Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. The most common sources of lead in drinking water are lead pipes, and brass or bronze faucets and fixtures.

EPA and U.S. Department of Housing and Urban Development (HUD) encourage and support communities to prioritize infrastructure improvement projects including those that remove lead service lines and reduce lead exposure.

Phase I of this process is the Lead Service Line Inventory. This is a non-invasive study of a municipality's water system which includes both public and private lines and fittings. The inventory will be a collaborative effort of City staff, historical records, local contractors, etc. Due to the complexity of this inventory on both the public and private side of the city water system, it is expected that the first phase could take upwards of 12 months.

The guidance currently published by US EPA requires that this first phase be completed by October 16, 2024.

For reference, there would be three (3) more phases following Phase I. Phase 2 would focus on the highest priority areas to do invasive investigations to identify lead pipe such as schools, daycares and medical facilities. Phase 3 would focus on revisiting what was accomplished in Phases 1 and 2 to further define the next scope of the project. Phase 4 scope would include an official Monitoring Plan for the City of Angleton to test and record results on an ongoing basis to meet the US EPA requirements.

**RECOMMENDATION:**

February 4, 2022

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

*via email only*  
cwhittaker@angleton.tx.us

**RE: Proposal for Professional Planning and Engineering Services  
City of Angleton Lead and Copper Rule Study and Monitoring Plan – Phase 1**

Dear Mr. Whittaker,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional services to develop and implement a phased Action Plan pursuant to the US Environmental Protection Agency’s Lead and Copper Rule (LCR) for federal drinking water requirements as well as a Monitoring Plan for the City of Angleton. The scope of this effort will be accomplished in four (4) phases. All four (4) phases are summarized herein. This proposal is specifically for Phase 1 of a four (4) phase process.

**Phase 1:** Conduct Lead Service Line Inventory per guidance and tools developed by USEPA. Pipe location and material type will be identified using several different tools/methodologies including review of historical data of the PWS, age of residential and commercial buildings, information from Public Works of known pipe materials at meter connections, local plumbing and construction companies with knowledge of pipe material types that have been installed as well as public outreach for self-reporting. All service lines are to be inventoried whether public or private. At this stage in the process, physical identification through excavation or pot holing will not be performed. Results of this inventory will provide identification of pipe material using the following categories:

1. POSITIVE
  - a. Any portion contains Lead
  - b. Contains Galvanized previously connected to Lead
2. UNKNOWN
  - a. Likely contains Lead
  - b. Likely does not contain Lead
  - c. Material unknown
3. NEGATIVE
  - a. Contains neither Lead nor Galvanized previously connected to Lead

**Phase 2:** Based on POSITIVE IDENTIFICATION, develop a budget for removal and replacement, identify and secure funding for completion of removal and replacement. As part of this phase, a public outreach plan will be developed and implemented to assist in the removal and replacement of positively identified lead or galvanized pipe previously connected to lead service lines on private property. Also, removal and replacement actions will be ranked by priority according to the following:

1. Schools
2. Child Care Facilities
3. Hospitals
4. Residential properties
5. Commercial Businesses

**Phase 3:** This phase will focus on refining the work performed in Phase 1 and Phase 2. After exhausting the process of reviewing historical data and performing more of a paper/cursory review and implementing removal and replacement of the POSITIVE IDENTIFICATION list, more invasive measures will be implemented to investigate the UNKNOWN category through excavation, pot holing, active engagement of Public Works to report possible lead and/or galvanized previously connected to lead service lines as a matter of their daily operations and gathering of samples from businesses and residents. This phase will be iterative in nature and will follow the same location identification, budget development, funding, removal/replacement and public outreach process that was developed as part of Phase 2.

**Phase 4:** A Monitoring Plan will be developed to continue efforts to update the Lead Service Line Inventory. The plan will require continued outreach to work with the public and other agencies for those lines that remain to be determined. This plan could continue invasive efforts for identifying pipe materials. The plan will be updated per USEPA and TCEQ guidance which has not yet been published. The Monitoring Plan will include all necessary reporting and testing per published guidance.

The deadline for the first phase of this process is October 16, 2024. Currently, a framework and templates are being developed and will be disseminated for use by all PWS to aid in this inventory. The monitoring plan will be developed to include the City’s drinking water system and to ensure it follows current TCEQ and EPA regulations. Since the City uses a groundwater supply for their drinking water, it is not required to be submitted to the TCEQ. The TCEQ can request to review the monitoring plan for any system type. Due to updates to the current rule continuing to be published, approach and data required is subject to change.

KSA proposes the following scope and deliverables for this project:

- Compile information provided by Angleton
- On site meetings with City staff
- GIS – KSA will work with the City’s existing GIS data as we develop an Action Plan and Monitoring Plan. Updating of major facilities information will be limited to by the City’s existing GIS databases and models
- Deliverables:
  - Lead Service Line Inventory
  - Action Plan for Removal/Replacement
  - Monitoring Plan

**Excluded Tasks:**

The following are excluded from the scope of work outlined in this proposal:

- GIS mapping except as identified above
- System modeling
- Inspections, structural or otherwise
- Planning or design tasks
- O&M manuals
- AWIA Risk and Resiliency
- Emergency Response Plan

**Fee**

We propose to perform the services described for the above outlined scope for Phase 1 at an hourly not-to-exceed fee of the following:



Phase 1	\$ 12,500.00
<b>Total for Phase 1</b>	<b>\$ 12,500.00</b>

**Schedule**

We propose to perform the scoped work in accordance with the following schedule.

- Lead Service Line Inventory – Phase 1
  - ↳ GIS Provided By City to KSA, Historical Data, PW Data ..... 6 weeks from NTP
  - ↳ Provide Draft Deliverables ..... 6 weeks from NTP
  - ↳ Address Review Comments and Submit Final Deliverables ..... 2 week
- Total ..... 14 weeks

Total Assignment Schedule: 14 weeks from Notice to Proceed.

Respectfully,  
**KSA Engineers, Inc.**

Angela K. Sanchez, P.E., PMP  
Senior Project Manager



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** March 8, 2022

**PREPARED BY:** Frances Aguilar

**AGENDA CONTENT:** Presentation by Angleton Independent School District.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** EnterTextHere

**FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

**RECOMMENDATION:** Staff recommends approval.

# Angleton ISD

Meeting the needs of our Expanding District

## Current Bond Projects

Expected Costs - 90 million

Current Bonds sold - 85 million

I&S tax rate - dropped 2 cents and expected to drop this upcoming year

# Current Bond Projects

Softball Field Renovations - Complete - 10% savings

Central Stage - Complete - 13% savings

Transportation Center - Substantial Completion - 12.3% savings

CTE center - Phase 1 substantial completion scheduled for July 22

Phase 2 - High school renovations - substantial completion scheduled for December 22 - 8% estimated savings

Estimated savings from the 85 million - 3 - 5 million dollars

# District Growth

Summer of 2022 AISD had a Demographic study done to research district growth.

- By 2025 there will be an estimated 1500 new homes
  - Updated - estimated 2500 to 3000
- By 2030 there will be an estimated 2750 new homes
  - Updated estimated 10,000
- There are an estimated possible additional 8000-10,000 homes in development within the district

# Enrollment

Current Enrollment - 6740 up 62 students from last year (1%)

Estimated enrollment in 2025 - 7526.68 (up 9% increase)

Estimated enrollment in 2030 - 12,000 plus

# Maps

# Estimated dates to exceed capacity at schools

Central - Beyond 2030

Frontier - 2023/2024 school year (1 year)

Northside - 2025/2026 school year (3 years)

Rancho Isabella - 2026/2027 school year (5 years)

Southside - 2025/2026 (3 years)

Westside - 2022/2023 (next year)

## Estimated dates to exceed capacity at schools

AJH - 2027/2028 - 2027/2028 (6 years)

AHS - Beyond 2030

## Next Steps

Strategic Planning - Started March 1

Goal Meeting - March 31 and April 1

Bond Planning - Kickoffs in May 2022

Expected Bond election - November 2022



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 8, 2022

**PREPARED BY:** Colleen Martin

**AGENDA CONTENT:** The discussion and possible action on the Enterprise rental fleet program.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** EnterTextHere

**FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

### EXECUTIVE SUMMARY:

In September 2020, the city began a partnership with Enterprise to replace older fleet vehicles with new vehicles, this program also included a maintenance agreement for most city vehicles, as well as GeoTabs for tracking vehicles. The first vehicle was received in February of 2021 and since that date the city has received 34 vehicles in the following departments: 1 Animal Services, 3 Development Services, 8 Parks and Recreation including a bus, 15 Public Works including a street sweeper, and 5 Police including the Chief's vehicle. The decreased the city's average fleet age by 20%.

Enterprise accepted 23 vehicles from Angleton for auction with an estimated buyout of \$204,820 and a profit after the monthly lease cost of \$83,576,

In FY23, the city is looking to add an additional \_\_\_\_\_ vehicles through the Enterprise program as follows: Parks and Rec-2, Police-4, Development Services-1, IT-1, City Hall-2, Fire-\_\_\_\_, and Public Works-9.

### RECOMMENDATION:

Staff recommends the continuation of the Enterprise program and the addition of \_\_\_\_ vehicles for FY23.

Presented By  
**PHIL STEHLING**

# CITY OF ANGLETON

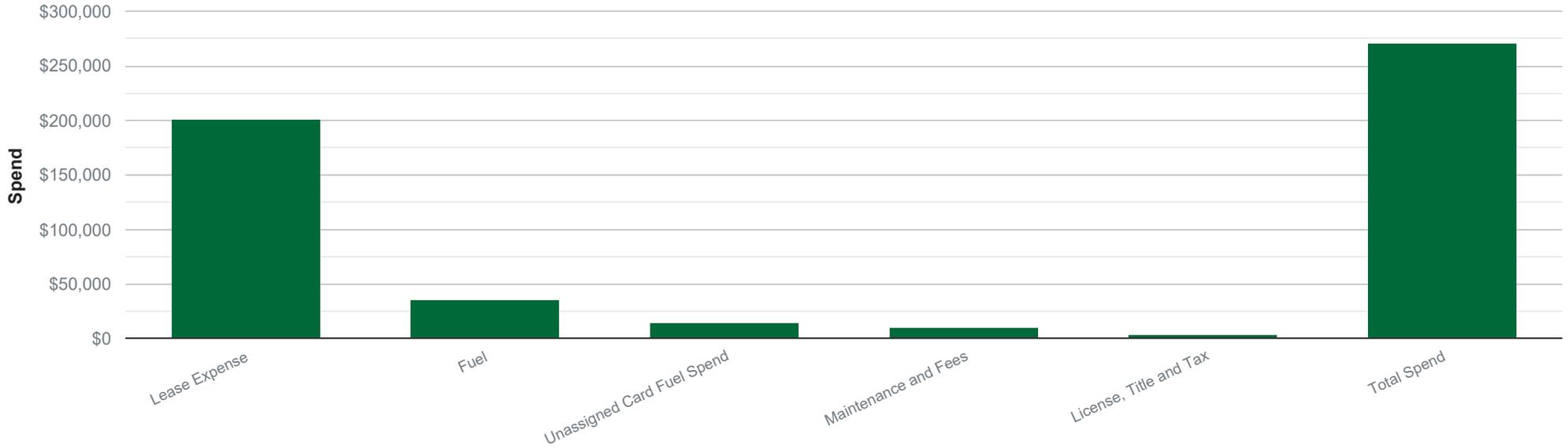
City of Angleton - 2022 ACR



## YEAR OVER YEAR REVIEW

**CURRENT PERIOD** January 2021 to December 2021  
**PRIOR PERIOD** January 2020 to December 2020

This annual client review is the property of Enterprise Fleet Management and the material contained herein is intended solely for use by Enterprise Fleet Management and the client listed herein. The information contained herein is confidential and proprietary and may not be distributed or disseminated.



### Spend Categories

■ Current Period

Spend Category	Current Period	Cost/Unit
Lease Expense	\$200,768	\$1,187.98
Fuel	\$35,741	\$37.04
Unassigned Card Fuel Spend	\$14,286	-
Maintenance and Fees	\$10,058	\$13.91
License, Title and Tax	\$3,418	\$3.54
<b>Total Spend</b>	<b>\$270,607</b>	<b>\$280.42</b>

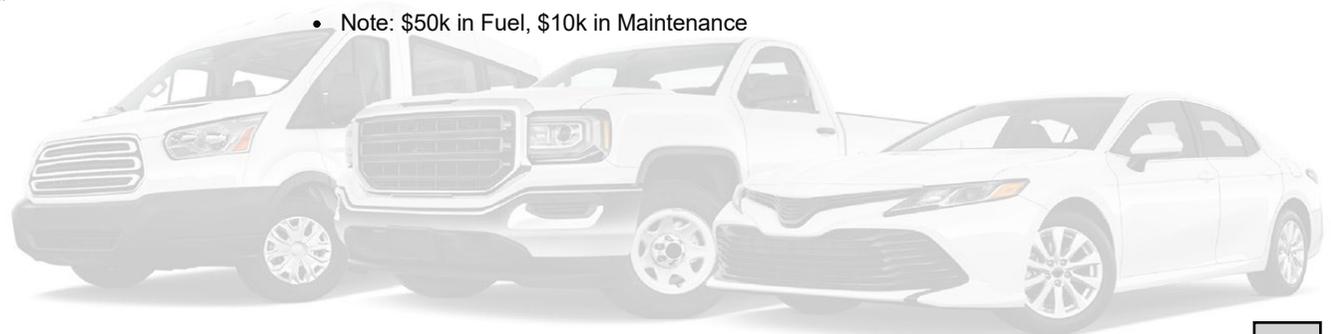
*\*Expenses tie to the date of the activity to the invoice.  
 \*\*Invoice credits for the sale of vehicles are reflected in this information.*

Total Fleet Spend: \$270,607

Total Equity Return: \$202,000

Net Spend for 33 Vehicles: \$67,303

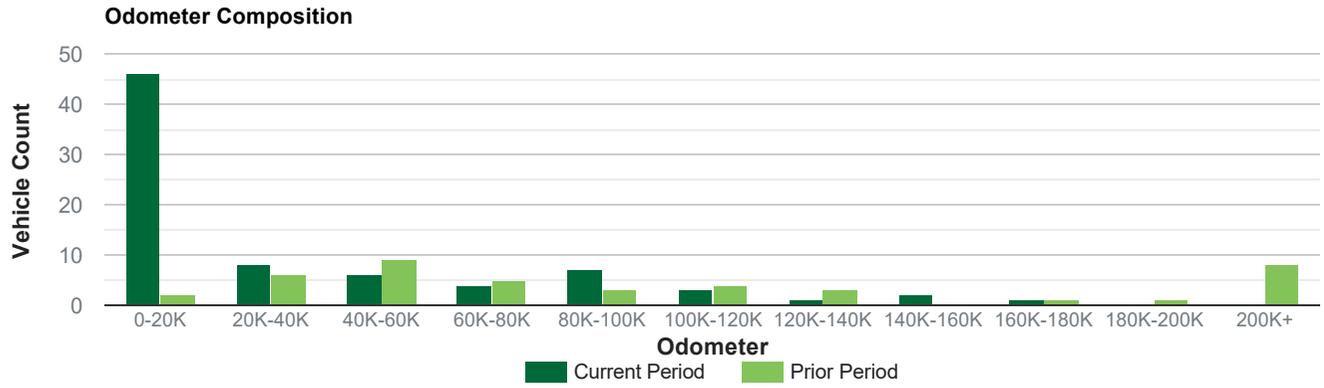
- Note: \$50k in Fuel, \$10k in Maintenance



# » MODEL YEAR AND ODOMETER COMPOSITION

Item 8.

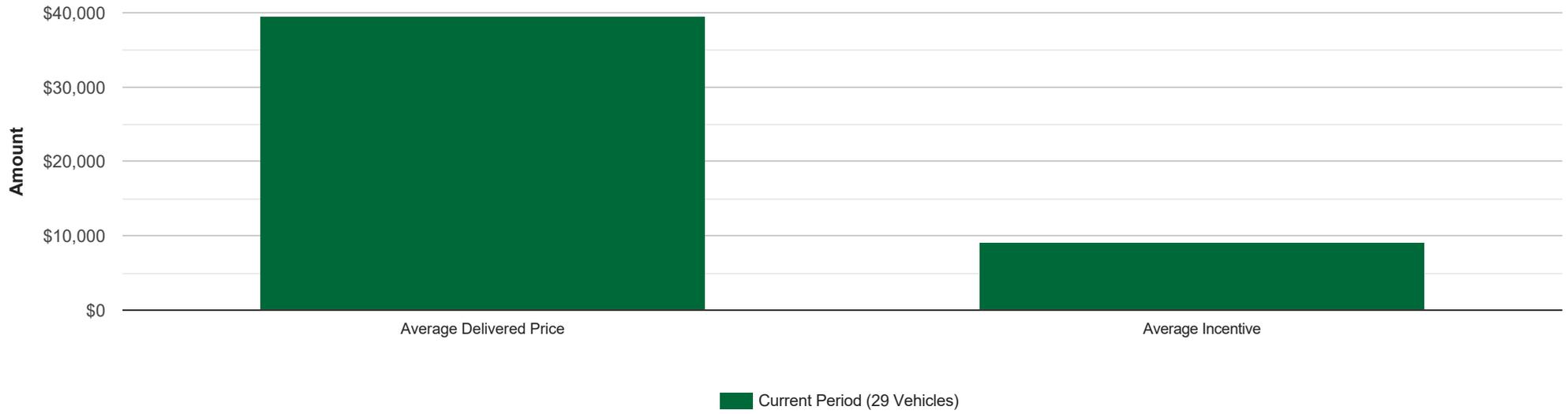
Table has no columns. ✕



Odometer Band	Current Period	Prior Period
0-20K	46	2
20K-40K	8	6
40K-60K	6	9
60K-80K	4	5
80K-100K	7	3
100K-120K	3	4
120K-140K	1	3
140K-160K	2	0
160K-180K	1	1
180K-200K	0	1
200K+	0	8

# » AVERAGE DELIVERED PRICE

Item 8.

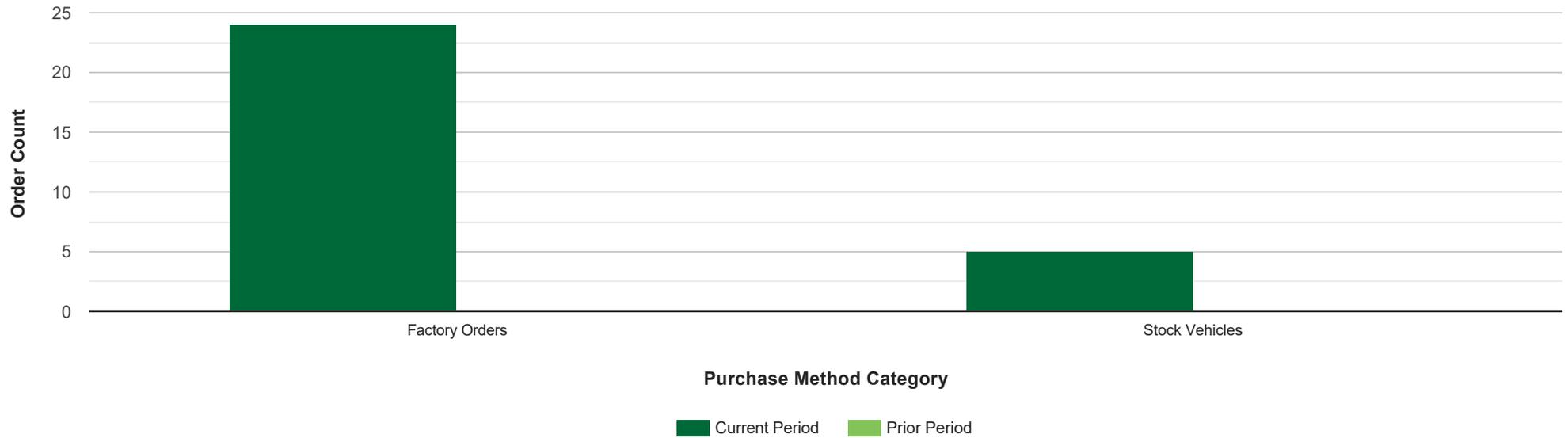


Current Period (29 Vehicles)	
Average Delivered Price	\$39,489.66
Average Incentive	\$9,077.59



# » ORDER TYPE COUNTS

Item 8.



Order Type	Current Period	Prior Period
Factory Orders	24	0
Stock Vehicles	5	0



# » FUEL EXPENSE OVERVIEW

Item 8.

	Current Period
Total Fuel Spend	\$50,026.60
Total Gallons	18,807
Average # Assigned Cards	16
Cost Per Unit Per Month	\$187.12
Non-Fuel Spend	\$50.79
Average Price per Gallon	\$2.66
<b>Matched VIN</b>	
Spend	\$35,740.69
Gallons	13,356
# Cards	35
<b>Unassigned Cards</b>	
Spend	\$14,285.91
Gallons	5,451

\*\*\* Unassigned Cards do not have an assigned VIN.



# » SUMMARY AND RECOMMENDATIONS

Item 8.

## Summary

- First full year was a success in a challenging year
- Maintenance program utilization is an opportunity
- Average fleet age reduced by 20%
- Opportunity to expand PD
- Electric Vehicles an opportunity

## Recommendations

- Re-implement maintenance program - Driver Rollout available
- Schedule FAM to coincide with budget season
- Conduct Equity Buyout to return \$200k to City; extend 12-Mo leases





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/8/2022

**PREPARED BY:** Martha Eighme

**AGENDA CONTENT:** Discussion and Possible Action to accept local firm iAD Architects proposal for professional architectural and engineering services to design and produce construction contract documents as well as assist in the construction administration phase of the project.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** \$456,171. plus, all project related reimbursable expenses.

**FUND:** 2022 CO

### EXECUTIVE SUMMARY:

iAD Architects are pleased to submit a proposal to assist the City of Angleton in providing architectural and engineering services for the new Angleton Operations Center and to assist the City with the selection and working with a Construction Manager at Risk (CMaR) for Pre-Construction services and potentially to serve as General Contractor for the Construction Phase of the project. Professional service scope of work requested for this project shall include design and coordination of the following disciplines:

- Architectural Design and Construction Contract Documents
- Structural Engineering
- Windstorm Engineering and Inspections
- Mechanical/Electrical/Plumbing Engineering
- Civil Engineering
- Surveying
- Geotechnical Services
- CMaR Coordination

### RECOMMENDATION:

Authorize the City Manager to execute an agreement to engage Integrated Architecture and Design, LLC for professional architectural and engineering services to design and produce construction contract documents as well as assist in the construction administration phase of the project for a fixed fee of \$456,171. plus, all project related reimbursable expenses.

# Integrated Architecture & Design

107 West Way, Suite 16  
 Lake Jackson, Texas 77566  
 979.297.1411 p. 979.297.1418 f.  
 www.iadarchitects.com



February 15, 2022

Mr. Chris Whittaker  
 City Manager  
 City of Angleton, Texas  
 121 S Velasco  
 Angleton, TX 77515  
 (Sent via email to: cwhittaker@angleton.tx.us)

Dear Mr. Whittaker,

Thank you for the opportunity to visit with you recently and to discuss the City's intention of developing a new Operations Center that will provide and expand City services to the residents of Angleton. We also thank you for your consideration of iAD Architects as professional and local design services solution for this important project.

Per your request, we are pleased to submit this proposal for professional architectural and engineering services to design and produce construction contract documents as well as assist you in the construction administration phase of the project.

## PROJECT SCOPE

As a result of previous meetings, discussions, and email correspondence, we understand that the project scope will include the following:

- Work with City administrators and leadership to develop the current concept of the Angleton Operation Center into a specific and tailored solution for the selected location at 901 South Velasco;
- Review the Owner provided program requirements for the I.T. Department, Parks & Recreation Department, and the Public Works Department and develop into a useable Schematic Design package for the project including conceptual floor and site plans that identify a multi-story building to house these commercial office functions and a covered parking area of approximately 10 bays;
- Upon an Owner approved Schematic Design package, we will work with the City and all relevant stakeholders to develop a complete Design Development package incorporating initial work from our professional consulting engineers as identified below, and address associated site amenities including parking, vehicular circulation, and all traffic flow in, off and throughout the site;
- Develop complete Construction Documents for the permitting and construction of the functions defined above and the associated site development for these structures;
- Assist the City of Angleton in the option of selecting and working with a Construction Manager at Risk for this type of qualified and competitive bidding, construction delivery method for this project;
- We believe construction costs for this project may range between \$6,500,000 and \$7,100,000 for the multi-story office building, the covered parking structure, associated site work, and the demolition of the existing facility on the proposed site.

## SCOPE OF BASIC SERVICES

Per your request, we understand that the professional service scope of work requested for this project shall include design and coordination of the following disciplines:

- Architectural Design and Construction Contract Documents
- Structural Engineering
- Windstorm Engineering and Inspections
- Mechanical/Electrical/Plumbing Engineering
- Civil Engineering
- Surveying
- Geotechnical Services

Those professional disciplines identified above shall design and develop complete design/bid documents for the above-mentioned development.

All work will be designed and specified to comply with all local building codes, including all state and national accessibility standards.

Deliverables for this proposed scope of work will include submittals of design and engineering drawings for your review along with all members of the design team. We anticipate submittal milestones to include complete Schematic Design, Complete Design Development, 50% Construction Documents, and a 100% Construction Documents package. Upon completion of each design phase, and as authorized by you, we will complete and deliver final construction documents and specifications to you for competitive bidding with your general contractor.

Our responsibilities will include professional services for the stated scope of work through the Construction Documentation, Bid/Negotiation phase, Construction Administration, and Project Closeout.

This proposal does not include construction material testing, replatting efforts with the County, the design or delivery of any low voltage systems such as I.T./data systems, audio visual systems, Fire Suppression/Fire Alarm Design; or landscape/irrigation. We will be pleased to coordinate these services for you if requested, and invoice to you as an additional service addressed in our Per Diem Rate Schedule.

## COMPENSATION FOR SERVICES

Compensation to Integrated Architecture & Design, LLC for the above stated scope of work is proposed at a fixed fee of \$456,171. (Four hundred, fifty-sixty thousand, one hundred and seventy-one dollars); plus, all project related reimbursable expenses. This amount is inclusive of the professional consulting services identified above. We believe this full service and comprehensive fee equates to approximately 6.5% of anticipated construction costs.

Anticipated project related reimbursable expenses such as accessibility reviews, travel, printing/plotting, and deliveries, are not a part of this proposal and may approach an additional \$10,000.00.

On-site accessibility inspections will be required by the State of Texas and will need to be coordinated and paid for by the Owner. We are happy to coordinate this for you upon successful completion of the project.

At your request, we will be pleased to submit an AIA B101 – 2017 Document “Standard Form of Agreement Between Owner and Architect” for your review and consideration to formalize this agreement beyond this proposal letter.

**PAYMENT**

Invoicing shall be monthly based on completed work at the time of invoicing or at the completion stage of each phase of the design agreement. Terms shall be net 30 days.

**ADDITIONAL SERVICES**

The following are examples of architectural services not included as a part of Basic Services under this proposal:

- Services due to significant changes in scope of the Project or its design, including but not limited to changes in size, complexity, schedule, or type of construction based on the descriptions of scope in this proposal.
- Revising documents and specifications which the Owner has previously approved or when changes are due to causes beyond the control of the Architect. Special meetings for changes of this type will also be Additional Services.
- Preparation of design documents for alternate systems, or for out-of-sequence work requested by the Owner.
- Providing design services relating to future facilities, systems, and equipment, which are not intended to be constructed or operated as a part of the Project.
- Providing design for value engineering of the project after the drawings have been submitted, reviewed, and approved.
- Any reimbursable expenses associated with additional services defined above.

Upon request and written authorization by the Owner, Architect will provide these services as Additional Services. Billing for Additional Services shall be as per the attached Per Diem Rate Schedule. No additional services will be provided or invoiced without the Owner's consent.

**EXECUTION**

Should this proposal meet your approval, please duplicate this proposal, execute both copies; retain one for your records and return the other to our office.

Thank you again for considering iAD Architects and for the opportunity to submit this proposal. We look forward to working with you on this project.

Should you have any questions, please do not hesitate to call.

Best regards,

Brent K. Bowles, AIA  
Principal, **iAD Architects**

Accepted by: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

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

# Integrated Architecture & Design

107 West Way, Suite 16  
 Lake Jackson, Texas 77566  
 979.297.1411 p. 979.297.1418 f.  
 www.iadarchitects.com



## PER DIEM RATE SCHEDULE

As of January 1, 2020

Please note that all architectural, design and other related professional services agreed to be compensated via terms of a Per Diem Rate shall be as follows below, and that such rates will be in effect as of the above-mentioned date on all projects in which Integrated Architecture & Design performs professional services:

<u>Integrated Architecture &amp; Design Staff</u>	<u>Rate</u>
Architect/Principal	\$200.00/hour
Associate/Architect	\$150.00/hour
Associate/Production	\$100.00/hour
Draftsman/Production	\$85.00/hour
Clerical	\$60.00/hour

Direct non-labor expenses, such as printing, plotting, reproduction of all project correspondence and contract documents or similar documents, postage, freight, express delivery, photography, and/or travel shall be considered as a Reimbursable Expense and subject to invoice to the client with a multiplier of 1.10.

Consultant fees will be billed directly to the Architect. The Architect will invoice the client for these fees with a multiplier of 1.10.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942. p. 512.305.9000



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/8/2022

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

**AGENDA CONTENT:** Discussion and possible action on Park Naming for the land acquisition on the south side of Angleton.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0 **FUNDS REQUESTED:** None

**FUND:** NA

### EXECUTIVE SUMMARY:

Staff closed on the south side property Tuesday, February 8, 2022. The adopted Facility and Park Naming policy specifies that prior to the permanent naming of a major facility, the location will be referred to by its address or location designation until such a time as the major facility is given an official name and that the naming process for a major facility will automatically be initiated with the City Council's approval for the design, construction, or acquisition of the facility.

The City Council is to conduct the naming of a major facility according to the following process: The major facility naming process is initiated with the approval of the design, construction, or acquisition of the major facility.

A person or group may submit a suggestion for naming by submitting a letter to the City Manager, Parks Director or the Mayor. The letter should include:

- the proposed name;
  - a short explanation of why the facility should be named or renamed; and
  - a description of the proposed namesake's contributions to the community or other justification for naming a street, facility, park or feature that name.
- The City Manager shall direct staff to review the naming request. Staff shall evaluate:
- the requestor's proposal in consideration of this policy;
  - the impact on existing facilities;
  - the financial impact for changing signs, plaques, and markers or initiation new signs, plaques, and markers; and
  - the appropriateness of the name based on this policy.

All names for major facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

On February 25, 2022, Travis Townsend submitted a proposal to name the newly acquired land “Abigail Arias Park”. The full recommendation is enclosed for City Council review and discussion.

**RECOMMENDATION:**

Staff recommends City Council review and discuss the proposed naming recommendation and approve the recommendation to name the south side park property Abigail Arias Park.

**SUGGESTED MOTION:**

I move we approve the recommendation to name the south side park property Abigail Arias Park.

To Mayor, Council and Staff:

Recently City Council approved the purchase of land south of the train tracks with the purpose to developing said parcel into a city park. This city park will provide space and opportunities for all residents of Angleton while directly presenting convenience for those living on the south side of Angleton.

A new park presents a rare opportunity to commensurate a lasting legacy in the name that park will carry. I am suggesting and urging that the mayor, city council and staff to consider naming the new park in the memory of one it's most inspiring citizens Abigail Rose Arias – "Abigail Arias Park".

A resident of Angleton, Abigail served as an inspiration to the residents of Angleton, Brazoria County, the great State of Texas, as well as nationally as she courageously battled the cancer that would eventually take her life on November 5, 2019. Abigail had an infectious smile that accompanied a joyous laugh and an outgoing personality. Abigail was energetic and loved being around people. Abigail was everything good in this world; she embodied courage, bravery, toughness, dignity, joy, friendship, and love! Her time on earth brought people together, and symbolized all the good accomplished when we all lived in love for our neighbor. In my opinion, Abigail and her family, especially her parents Ruben and Ilene, and her brother, Ethan, are heroes.

For the reasons set out above, Abigail is deserving of recognition and having her name forever honored. It's my belief that when residents mention "Abigail Arias Park" it will not be in sadness for the beautiful child who was taken away so young, but for all the positives that her life and battle with cancer represented.

Please consider memorializing Abigail Rose Arias and her story with a park named in her memory.

Sincerely,



Travis Townsend  
Angleton City Council  
Position 2



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/8/2022

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

**AGENDA CONTENT:** Discussion and possible action on sub facility naming of Freedom Park fields one, two, three, and four.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0 **FUNDS REQUESTED:** None

**FUND:** 01-550-215

### EXECUTIVE SUMMARY:

On January 25, 2022, City Council approved the attached Facility and Park Naming and Memorial policies. Judge Matt Sebesta previously expressed interest regarding facility and sub-facility naming rights of Freedom Park baseball fields. Staff sent approved Facility and Park Naming policies and procedures to Judge Matt Sebesta and he subsequently submitted the following requests in writing to the Mayor, City Manager, and Parks & Recreation Director:

- **Field #1:** Reuben Welch field - He is the namesake of Welch Park which is no longer used for baseball. He was a tremendous volunteer in the late 60s and 70s to the Angleton Baseball Association (not sure what it was called back in the day as I was young at the time). His volunteerism was enough at the time that the Park was named after him after he passes away from a sudden heart attack.
- **Field #2:** Leonard Edwards Field - Leonard was a longtime volunteer to youth baseball until he passed away 20-30 years ago. Dad, coach, umpire – he did it all as well as a Lions Club member who was involved in the community. The fields located where the new bus barn is being constructed were named after him.
- **Field #3:** Sgt. Millard D. “Dee” Campbell Field - Dee was an outstanding baseball player growing up in Angleton in the 1980s. He was also nicknamed “Soup”. He was drafted out of Angleton High School to play professional baseball instead. Dee joined the Air Force and was stationed in Saudi Arabia when on June 25, 1996, terrorists exploded a truck bomb at Khobar Towers killing Dee and 18 other members of the US military.

- Field #4: Thomas Warren “Tom” Muecke, Jr. Field - Angleton High School graduate in 1982. Mr. AHS and known as one of the finest human beings you would ever meet. He was a 3 sport all start in High School earning many accolades in football and baseball. He played football at Baylor then went on to the Canadian Football League and then the NFL for a short stint. He later became an eye doctor and tragically passed away on April 23, 2016 from a heart attack.

Judge Matt Sebesta has followed the protocol for sub facility naming and suggestions have been presented to City Council. City Council has the prerogative of accept or reject the final proposal.

**RECOMMENDATION:**

Staff recommends acceptance of the proposed sub facility naming of Freedom Park fields one, two, three, and four to Rueben Welch Field, Leonard Edwards Field, Sgt. Millard D. “Dee” Campbell Field, and Thomas Warren “Tom” Muecke, Jr. Field accordingly.

**SUGGESTION MOTION:**

I move we accept the proposed sub facility naming of Freedom Park fields one, two, three, and four to Rueben Welch Field, Leonard Edwards Field, Sgt. Millard D. “Dee” Campbell Field, and Thomas Warren “Tom” Muecke, Jr. Field accordingly.

## Megan Mainer

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**From:** MattS@brazoria-county.com  
**Sent:** Tuesday, February 1, 2022 1:24 PM  
**To:** Megan Mainer; Chris Whittaker; Jason Perez  
**Cc:** SharonT@brazoria-county.com; LaceyP@brazoria-county.com  
**Subject:** RE: [EXTERNAL] City of Angleton Facility and Park Naming and Memorial Policy

Thank you Megan,

I appreciate your information. I did have a suggestion for the 4 baseball fields located at Freedom Park. At this time I believe that they are known as Fields 1-4. My proposal was to name them after 4 individuals who gave a lot to this city and represented the city well in all of their endeavors. The proposal is as follows:

**Field #1: Reuben Welch field:** He is the namesake of Welch Park which is no longer used for baseball. He was a tremendous volunteer in the late 60s and 70s to the Angleton Baseball Association (not sure what it was called back in the day as I was young at the time). His volunteerism was enough at the time that the Park was named after him after he passes away from a sudden heart attack.

**Field #2: Leonard Edwards Field:** Leonard was a longtime volunteer to youth baseball until he passed away 20-30 years ago. Dad, coach, umpire – he did it all as well as a Lions Club member who was involved in the community. The fields located where the new bus barn is being constructed were named after him.

**Field #3: Sgt. Millard D. “Dee” Campbell Field:** Dee was an outstanding baseball player growing up in Angleton in the 1980s. He was also nicknamed “Soup”. He was drafted out of Angleton High School to play professional baseball instead. Dee joined the Air Force and was stationed in Saudi Arabia when on June 25, 1996, terrorists exploded a truck bomb at Khobar Towers killing Dee and 18 other members of the US military.

**Field #4: Thomas Warren “Tom” Muecke, Jr. Field:** Angleton High School graduate in 1982. Mr. AHS and known as one of the finest human beings you would ever meet. He was a 3 sport all start in High School earning many accolades in football and baseball. He played football at Baylor then went on to the Canadian Football League and then the NFL for a short stint. He later became an eye doctor and tragically passed away on April 23, 2016 from a heart attack.

Each of the men listed above were great human beings and contributed greatly to their communities. I personally knew each one of them and cannot think of better role models for today’s youth.

Please let me know if you have any questions or need any additional information.

Matt

PS – The field numbers used are only related to who passed away first. Any field can be named for any of the gentlemen listed. I would be more than happy to contribute towards plaques at each of the fields giving a history of each of them.

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**From:** Megan Mainer <mmainer@angleton.tx.us>  
**Sent:** Tuesday, February 1, 2022 12:19 PM  
**To:** Matt Sebesta <MattS@brazoria-county.com>  
**Cc:** Sharon Trower <SharonT@brazoria-county.com>; Lacey Powell <LaceyP@brazoria-county.com>  
**Subject:** [EXTERNAL] City of Angleton Facility and Park Naming and Memorial Policy

Good Afternoon Judge Sebesta,

On January 25, 2022, City Council approved the attached Facility and Park Naming and Memorial policy attached. You had expressed interest regarding facility and sub-facility naming rights so I wanted to ensure you had the approved ordinance. Any recommendations may be sent directly to the City Manager, Mayor, or myself in letter form and should include the following information: the proposed name; a short explanation of why the facility should be named or renamed; and a description of the proposed namesake's contributions to the community or other justification for naming a street, facility, park or feature that name.

Please let me know if you have any questions.

**Megan Mainer**

Director of Parks & Recreation

979-849-4364 ext. 4101

[www.angleton.tx.us](http://www.angleton.tx.us)

City of Angleton

121 S. Velasco

Angleton, TX 77515



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## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/8/2022

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

**AGENDA CONTENT:** Discussion and possible action on the sale of property within the City limits.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** NA

### EXECUTIVE SUMMARY:

Staff is moving forward with various action items within the Comprehensive Parks and Recreation Master and Strategic plan including addressing low scoring park components, increase programming and revenue, as well as renovating substandard facilities. One of the parks in need of attention is the Municipal Pool Site.

A survey was developed and posted from September 3 to September 30, 2021. The results are enclosed. In summary, 79 people took the survey and survey results regarding the Municipal Pool Site included the following:

- A majority of respondents would like to see this site used for park development
- Top three park amenity ideas include splash pad, playground (5-12), and playground (2-5)
- 74% of respondents are in favor of this site being a special use park for something like a skate park
- A majority of respondents are not in favor of selling this property
- If there was sidewalk connectivity, individuals would most likely bike or walk

Survey results were discussed with the Parks and Recreation Board and Angleton Better Living Corporation, the following comments were provided:

- June 14 Parks & Recreation Board Meeting: Install a large (epic) splash pad along with a playground unit. Ensure shade structures are present for rental income. Expand the park to other adjacent property and possibly include a dog park in the same area.
- August 9 Parks & Recreation Board Meeting: The Parks & Recreation Board had concerns with redeveloping the municipal pool site due to the size. Staff is researching other options

and will develop a community survey to assess what types of amenities are desired on the south side of Angleton.

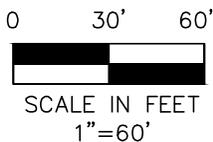
- October 11 Parks & Recreation Board Meeting: The Parks & Recreation Board noted they would be willing to sell the current municipal pool site to help fund a future land purchase or use the site for future city infrastructure.
- October 18 ABLC Meeting: Utilize the lot for new Animal Control Center.

**RECOMMENDATION:**

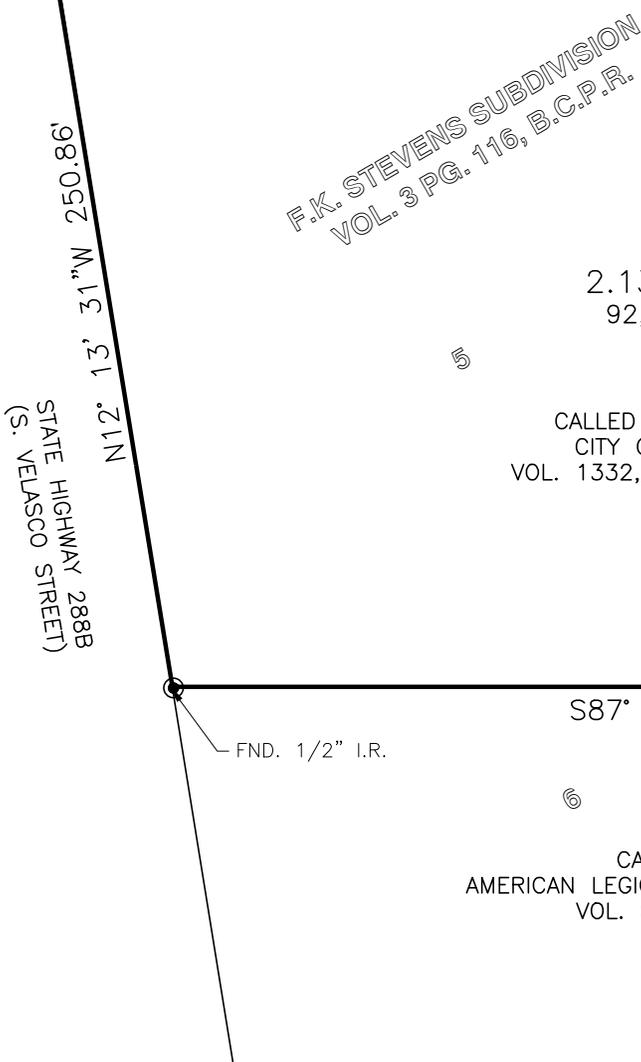
Staff recommends City Council consider and discuss opportunities that would result from the sale of the Municipal Pool site property within the City limits.

**SUGGESTED MOTION:**

I move we sell the Municipal Pool site parcel to help pay for the land acquisition at 301 Cemetery Road.



CALLLED 2.30 ACRES  
 GARY BULLARD AND WIFE, LOUISE BULLARD  
 B.C.C.F. No. 2005048131



SOUTHMORE SUBDIVISION  
 VOL. 7, PG. 18, B.C.P.R.

F.K. STEVENS SUBDIVISION  
 VOL. 3 PG. 116, B.C.P.R.

2.134 ACRE  
 92,947 S.F.

CALLLED 2 1/2 ACRES  
 CITY OF ANGLETON  
 VOL. 1332, PG. 547 B.C.D.R.

CHAIN LINK FENCE  
 FOR CITY POOL

DWYER STREET  
 (60' R.O.W.)

SOUTHMORE SUBDIVISION  
 VOL. 7, PG. 18, B.C.P.R.

LOT 127  
 SUBDIVISION OF THE  
 I.T. TINSLEY SURVEY  
 VOL. 29, PG. 75 B.C.D.R.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY BAKER & LAWSON INC. AND ACCOMPANIES THIS EXHIBIT.

LEGEND

A.E.	=	AERIAL EASEMENT
B.C.C.F.	=	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	=	BRAZORIA COUNTY DEED RECORDS
B.C.P.R.	=	BRAZORIA COUNTY PLAT RECORDS
B.L.	=	BUILDING LINE
FND	=	FOUND
No.	=	NUMBER
C.I.R.	=	CAPPED IRON ROD
I.R.	=	IRON ROD
I.P.	=	IRON PIPE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R.O.W.	=	RIGHT-OF-WAY
S.F.	=	SQUARE FEET
U.E.	=	UTILITY EASEMENT
VOL., Pg.	=	VOLUME, PAGE
●	=	FOUND MONUMENT AS NOTED
○	=	SET 5/8" CIR "BAKER&LAWSON"

EXHIBIT

FENCE LINE FOR CITY OF ANGLETON  
 PORTION OF LOT 5, F.K. STEVENS SUBDIVISION  
 VOL. 3, Pg. 116, B.C.P.R.  
 IN THE I.T. TINSLEY SURVEY, ABSTRACT No. 375  
 IN BRAZORIA COUNTY, TEXAS



Baker & Lawson Inc.  
 300 East Cedar, Angleton, TX 77515  
 Phone # 979-849-6681  
 www.bakerlawson.com

BAKER & LAWSON, INC. Licensed Surveying Firm No. 10052500  
 ENGINEERS • PLANNERS • SURVEYORS

DWG. NO.: 14765-Exhibit.dwg	DRAWN BY: CAP	CHK. BY: DR	73
JOB NO.: 14765	SCALE: 1"= 60'	DATE: 6-16	

PARK MATRIX OPTIONS FOR PARK DEVELOPMENT								
South Side Properties	Acrage	Appraised Value	Sale Price	Accessibility	Utilities	P&R Board Recommendation	ABL Recommendation	Other Info/Community Input
						<p><b>June 14 Meeting:</b> Install a large (epic) splash pad along with a playground unit. Ensure shade structures are present for rental income. Expand the park to other adjacent property and possibly include a dog park in the same area. <b>August 9 Meeting:</b> The Parks &amp; Recreation Board had concerns with redeveloping the municipal pool site due to the size. Staff is researching other options and will develop a community survey to assess what types of amenities are desired on the south side of Angleton.</p> <p><b>October 11 Meeting:</b> The Parks &amp; Recreation Board noted they would be willing to sell the current municipal pool site to help fund a future land purchase or use the site for future city infrastructure.</p>	<p><b>No Meeting in June</b>  <b>October 18 Meeting:</b> Utilize for new Animal Control Center.</p>	<p>Dwyer dissects the property.  <b>Municipal Pool Site Public Survey Results:</b></p> <ul style="list-style-type: none"> <li>•A majority of respondents would like to see this site used for park development</li> <li>•Top three park amenity ideas include splash pad, playground (5-12), and playground (2-5)</li> <li>•74% of respondents are in favor of this site being a special use park for something like a skate park</li> <li>•A majority of respondents are not in favor of selling this property</li> <li>•If there was sidewalk connectivity, individuals would most likely bike or walk</li> </ul>
Municipal Pool	2 acres	\$135,950	NA	None	Yes	<p><b>June 14 Meeting:</b> Consider an alternate location for the dog park so it can be expanded and provide ample space for large dog areas. Reference dog park standards for space requirements as well as sizes of parks in other communities. If the dog park is relocated, redevelop the space off of Kiber as a residential park accessible to residents on the south side of town.</p> <p><b>October 11 Meeting:</b> The Parks and Recreation Board made a motion to develop Kiber and Anderson lots for a larger improved dog park and pursue alternate land parcels for a park on the south side of town. The Parks and Recreation Board, also, discussed considering selling, developing, or building other city infrastructure at the current municipal pool site.</p>	<p><b>No Meeting in June</b>  <b>October 18 Meeting:</b> Utilizing all property for expanded dog park and relocating the existing Animal Control facility to another city property like the Municipal Pool.</p>	<p>Acraege includes Animal Control site  <b>Officer Cash Memorial Dog Park Survey Reults:</b></p> <ul style="list-style-type: none"> <li>•75% of 59 respondents were dog owners</li> <li>•Size of a dog park ranged from 1-5 acres</li> <li>•83% of 55 respondents prefer large and small dogs to be separated</li> <li>•The top five dog park amenities included shade, dog drinking fountains, walking trail, wash stations, and an interactive water feature</li> <li>•Preference for a stand-alone dog park and dog park incorporated into a larger park was nearly split 50.00% to 49.12% accordingly</li> <li>•Monday is the preferred closure day for dog park maintenance</li> </ul>
Kiber/Anderson Lots	<p>3.16 acres - Animal Control and Old Barn on Anderson</p> <p>1.64 acres - Dog Park and PD Storage</p> <p>1 acre - Dog Park</p> <p><b>5.8 total acres</b></p>	<p>\$66,060 - Animal Control and Old Barn on Anderson</p> <p>\$75,110 - Dog Park and PD storage site on Kiber</p> <p>\$41,230 - Dog Park</p> <p><b>\$182,400 - Total</b></p>	NA	Partial - Anderson Access	Yes	<p>Parks &amp; Recreation Board recommended staff pursue land purchase in an amount not to exceed \$175K</p>	<p>ABL recommended staff pursue land purchase in an amount not to exceed \$175K and include amenities like 2-5 playground, 5-12 playground, trails, swings, and splash pad.</p>	<p>Discussion of parkland fees or funds from ABLC bond used for land purchase. <b>Park on South Side of Town Survey Results:</b></p> <ul style="list-style-type: none"> <li>•Most individuals would use this park for walking, exercise, play, family activities, biking, and playground and splash pad use</li> <li>•Most individuals think citizens of all ages would use the park</li> <li>•Top five park amenities desired are a playground for (5-12), trails, splash pad, playground (2-5), and swings</li> <li>•If there was sidewalk connectivity, individuals would most likely bike or walk</li> <li>•If there was not sidewalk connectivity, individuals would most likely drive a car</li> <li>•The Park would be used most likely on the weekend or during the week at various times</li> <li>•78% of respondents would like a splash pad at this park</li> </ul>
Cemetary	6.9 acres	\$75,680	\$225,000	Yes	Partial	Not discussed	Not discussed	1040 S Anderson, property is adjacent to Cemetary and would expand park offering to 9.4 acres if purchased together
Corner of Anderson	2.5 acres	\$222,030	\$235,000	Yes	Unknown			