

1. 6:00 P.M. January 12 2016 Special City Council Meeting

Documents: [MASTER AGENDA.PDF](#)

City of Angleton, Texas
City Council Special Meeting
Tuesday, January 12, 2016
@ 6:00 p.m.

1

The City of Angleton, Texas, City Council will conduct a Special Meeting beginning at 6 p.m., Tuesday, January 12, 2016 at the City Council Chambers, 120 S. Chenango, Angleton, TX, for the purpose of considering the following agenda items.

The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code. The description of an item in "Executive Sessions" constitutes the written interpretation by the City Attorney of Chapter 551 of the Texas Government Code and her determination that said item may be legally discussed in Closed Meeting in compliance with Chapter 551 of the Texas Government Code.

1. Declaration of quorum and call to order.
2. Pledge of Allegiance.
3. Moment of silent reflection or prayer.
4. PRESENTATION:
 - A) Presentation of Speed limit trailer donation from Angleton Police Officers' Association to Angleton Police Department;
 - B) Employee Appreciation; and
 - C) Collection Report to the City of Angleton from Perdue Brandon.
5. Citizens Wishing to Address Council.
6. Requests to Address Council Other Than Citizenry.
7. ALL ITEMS LISTED UNDER THE "CONSENT AGENDA" ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED BY A SEPARATE ACTION.

Consent item: Ratify Accounts Payable for November, 2015.
8. Public Hearing on a Request to Replat 2 Texian Trail North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres).
9. Discussion and Possible Action on a Request to Replat 2 Texian Trail

North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres) (Michael Stoldt, City Manager).

10. Public Hearing on a Request to Rezone 2851 North Downing Rd., with a legal description of A0318 T S Lee, Tract 33B1, Acres 0.31, Angleton from SF-7.2 – Single-Family Residential-7.2 District to C-G – Commercial-General District.
11. Discussion and Possible Action on ORDINANCE NO. 2016-O-1B; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO 2851 NORTH DOWNING, HAVING A LEGAL DESCRIPTION OF AO318 T.S. LEE, TRACT 33B1, ACRES 0.31, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO C-G – COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Michael Stoldt, City Manager).
12. Public Hearing on a Request to Rezone a 9.99 Acre Tract Being the South One-half (1/2) of Tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428 from SF-7.2 – Single-Family Residential-7.2 District to SFA – Single-Family Attached Residential District (Townhomes).
13. Discussion and Possible Action on ORDINANCE NO. 2016-O-1C; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (1/2) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS BUCHTA ROAD/COUNTY ROAD 428, ANGLETON, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO SFA – SINGLE-FAMILY ATTACHED DISTRICT (TOWNHOMES); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Michael Stoldt, City Manager).
14. Public Hearing on AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR

WATER BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL³ OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

15. Discussion and Possible Action on ORDINANCE NO. 2016-O-1D; AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Susie Hernandez, Finance Director).
16. Discussion and Possible Action on ORDINANCE NO. 2016-O-1E; AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, CHAPTER 9, GARBAGE AND REFUSE, SEC. 9-21 SECTION 9A-RESIDENTIAL, GARBAGE AND REFUSE COLLECTION RATES; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Susie Hernandez, Finance Director).
17. Discussion and Possible Action on Appointing a Board Member to the Planning & Zoning Commission. (Michael Stoldt, City Manager).
18. Discussion and Possible Action on Approval of Waiving all City of Angleton Permit Fees for Brazoria County Community Development Department for Residential Rehabilitation at 724 Live Oak Street, Angleton, Texas (Michael Stoldt, City Manager).
19. Discussion and Possible Action on RESOLUTION NO. 2016-R-1A; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SETTING A DATE, TIME AND PLACE FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED ANNEXATION BY THE CITY OF ANGLETON, TEXAS, OF 2.45 ACRE TRACT OF LAND OUT OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING A SUBDIVISION OF 85.026 ACRES OF LAND OUT OF 123.32 ACRES IN THE J DE J VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE. (Michael Stoldt, City Manager).
20. Discussion and Possible Action on Agreement between the City of

Angleton and Brazoria County for Waterline Improvements along North Parrish, North Higgins and San Felipe (Michael Stoldt, City Manager).

21. Discussion and Possible Action on a "Request For Proposals" Soliciting Assistance from Executive Search Firms (Michael Stoldt, City Manager).
22. Discussion and Possible Action on the Appointment of a Committee to Review and Score Proposals From Executive Search Firms (Michael Stoldt, City Manager).
23. Council will adjourn into Executive Session as authorized by:
 - a) Texas Government Code Section 551.071 (Consultation with Attorney) to consult with its attorney about an employment contract, with possible discussion and action related thereto in open session and
 - b) Texas Government Code Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, with possible discussion and action related thereto in open session.
24. Adjourn.

The City Council reserves the right to meet in Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices) and 551.087 (economic development). The description of an item in "Executive Sessions" constitutes the written interpretation by the City Attorney of Chapter 551 of the Texas Government Code and her determination that said item may be legally discussed in Closed Meeting in compliance with Chapter 551 of the Texas Government Code. In compliance with the Americans with Disabilities Act, the City of Angleton will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shelly Deisher, City Secretary, at 979-849-4364, extension 2115.

CERTIFICATION

I certify that copies of this agenda of items to be considered by the City of Angleton City Council were posted in the following locations:

City Hall Bulletin Board: Date: _____ Time: _____

City of Angleton Website: Date: _____ Time: _____

Shelly Deisher, City Secretary



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: Accounts Payable for the Month of November 30, 2015

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Susie J Hernandez

Budgeted amount: N/A **Funds requested:** N/A **Fund:** N/A

Attachments: (Attachment description)

Accounts Payable for the Month of November total - \$1,309,537.70.
 Accounts Payable for the Month of November but paid in December total \$168,160.09.

Executive Summary:

Recommendation:

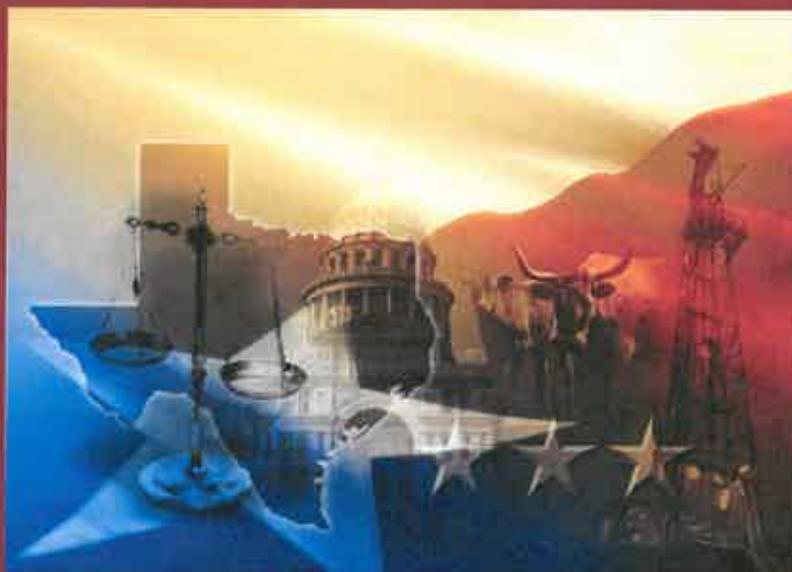
Ratify as presented

Susie J Hernandez

December 31, 2015

Name

Date



Collection Report to the City of Angleton

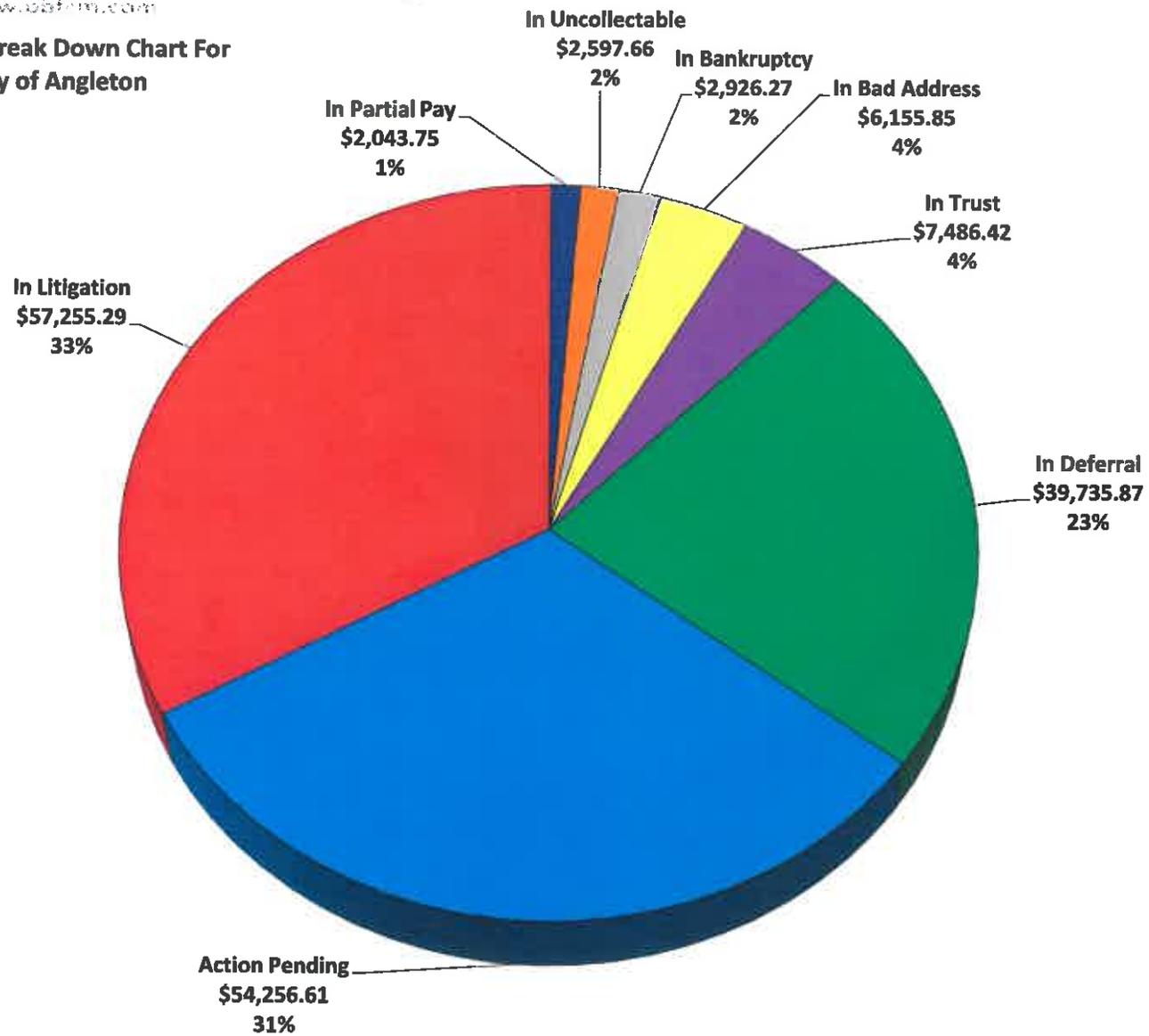
January 2016

Submitted by: Michael J. Darlow

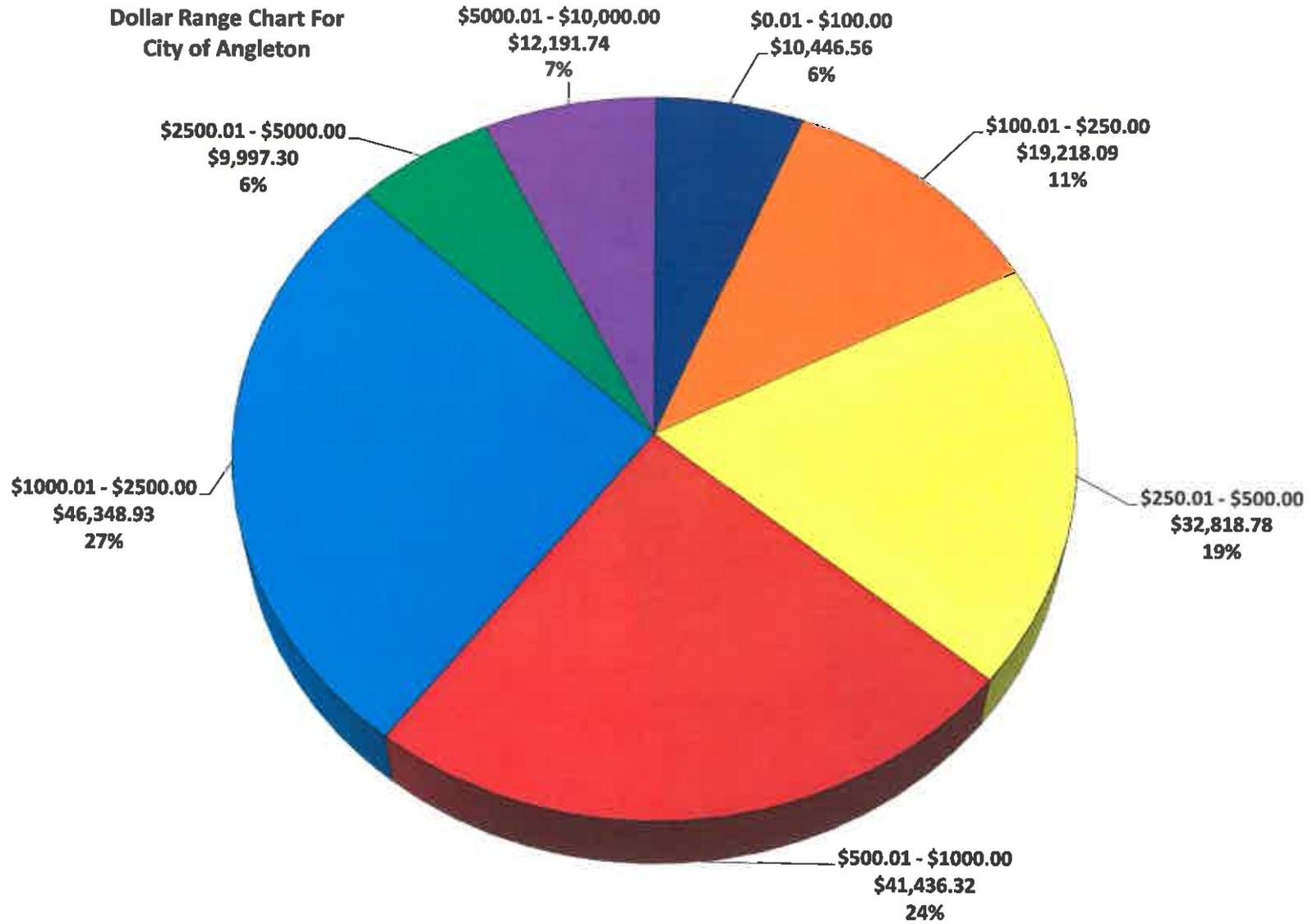
1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860

www.pbfc.com

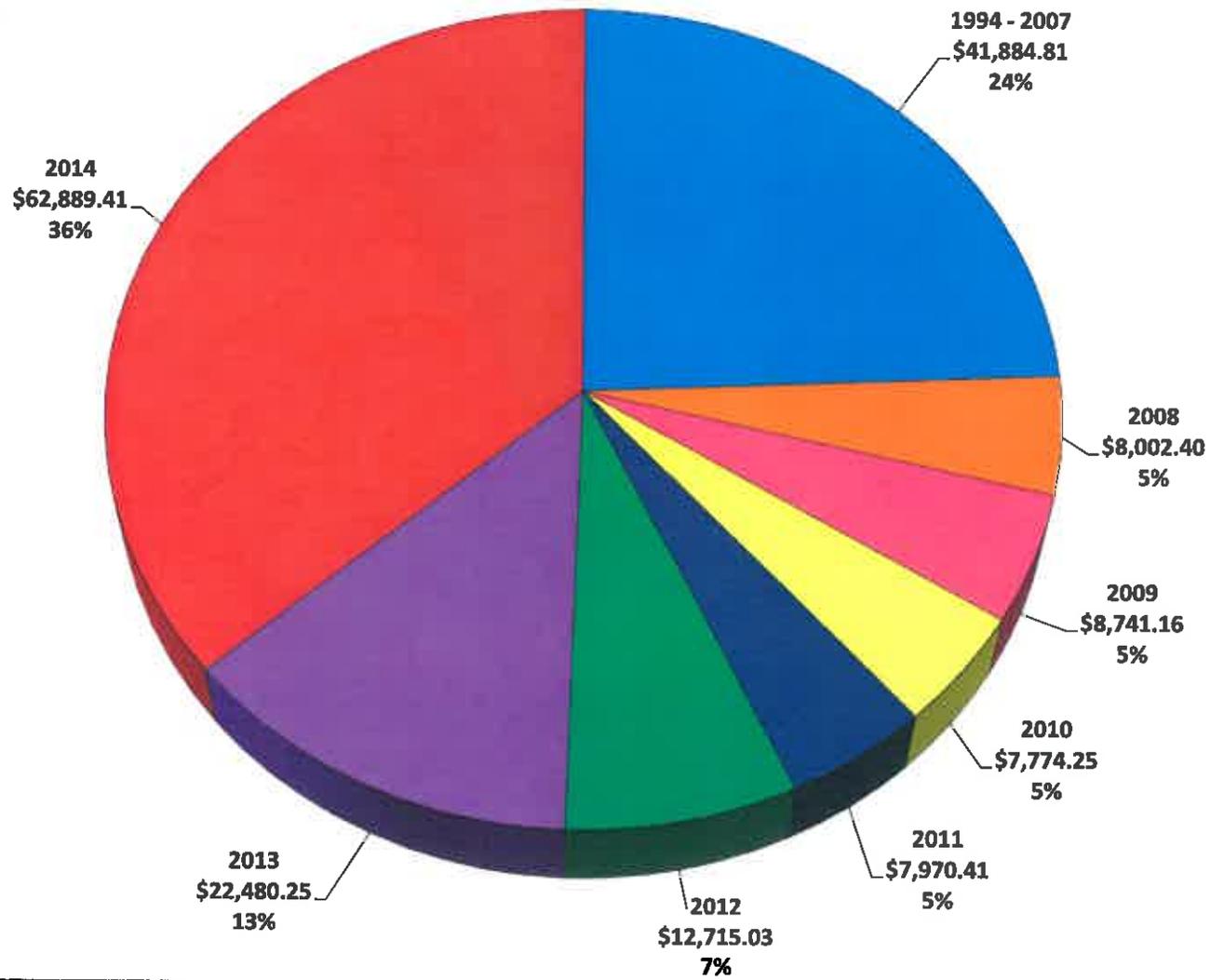
Account Break Down Chart For
City of Angleton



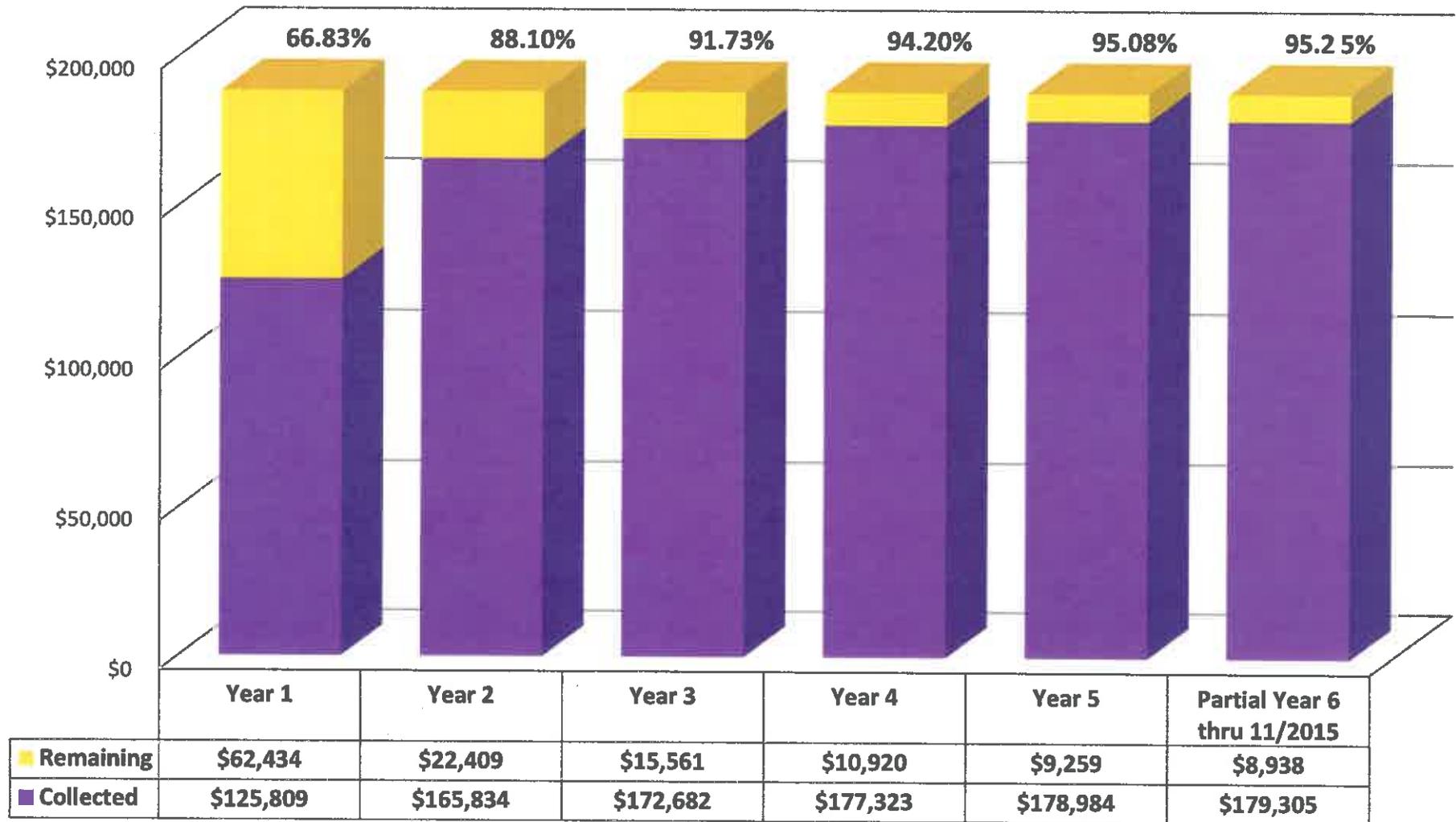
Dollar Range Chart For
City of Angleton



Tax Year Chart For
City of Angleton

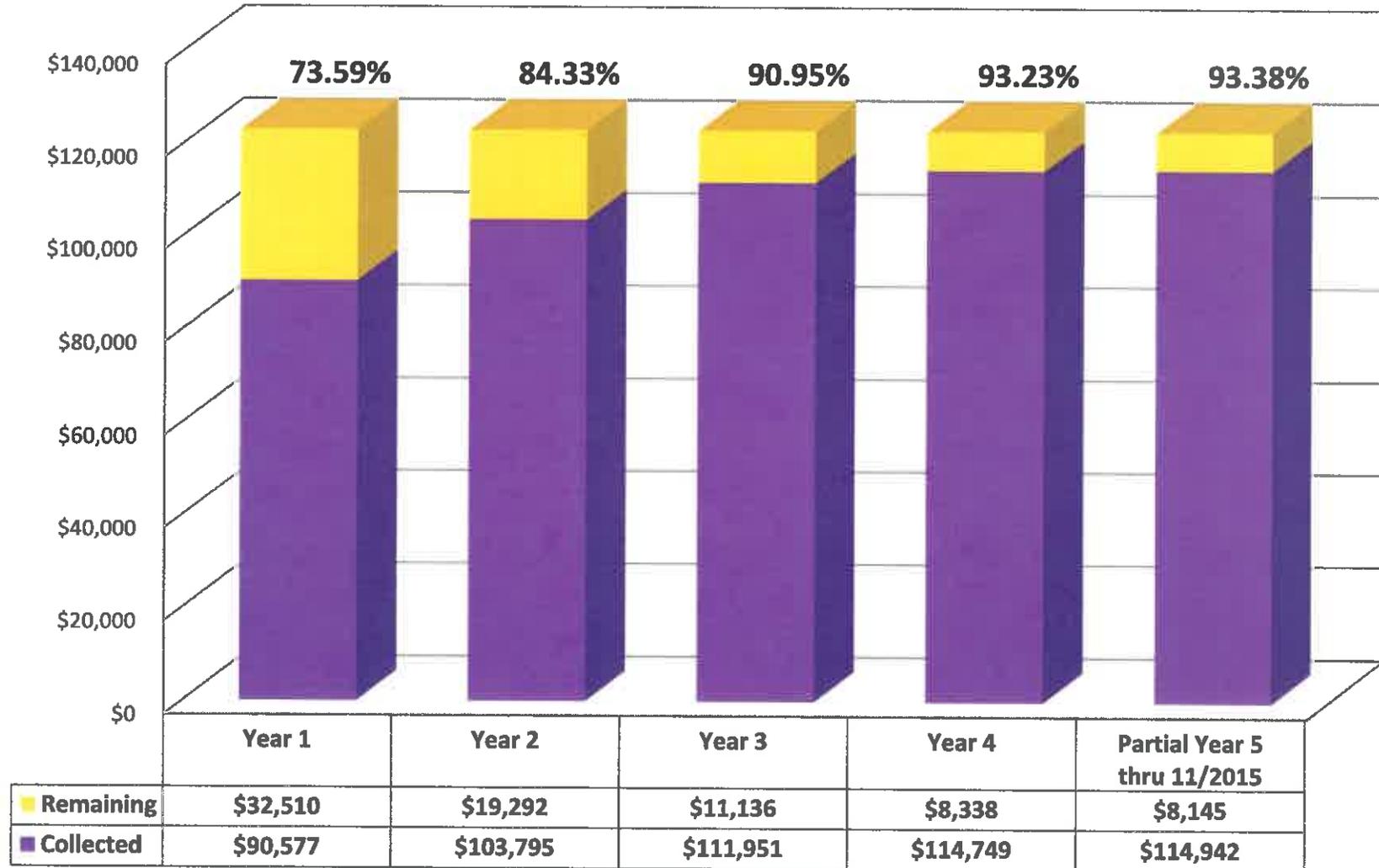


City of Angleton 2009 Percentage of Collection



7/1 - 6/30 for each year
Initial Outstanding Base Tax \$188,243

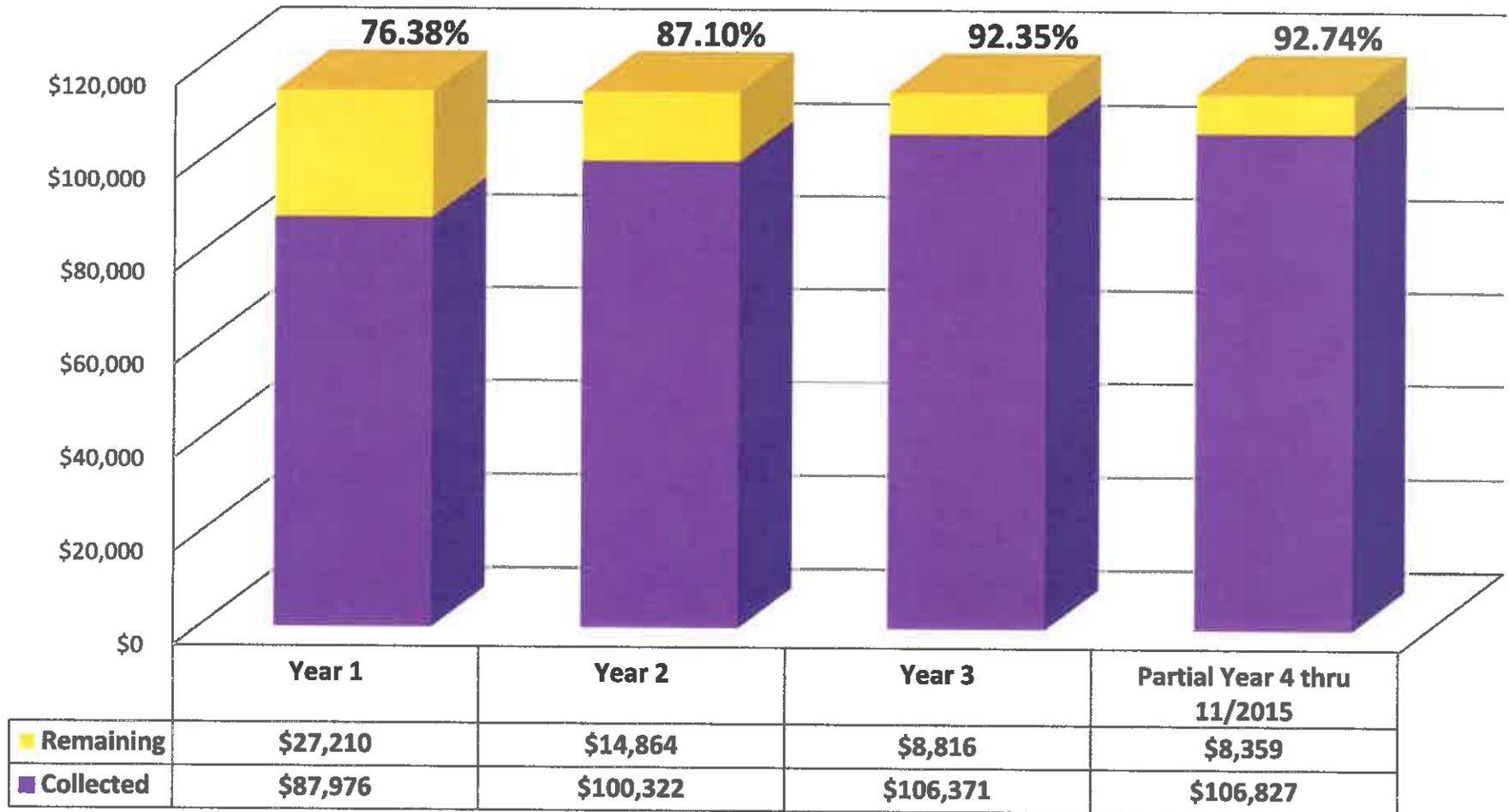
City of Angleton 2010 Percentage of Collection



7/1 - 6/30 for each year

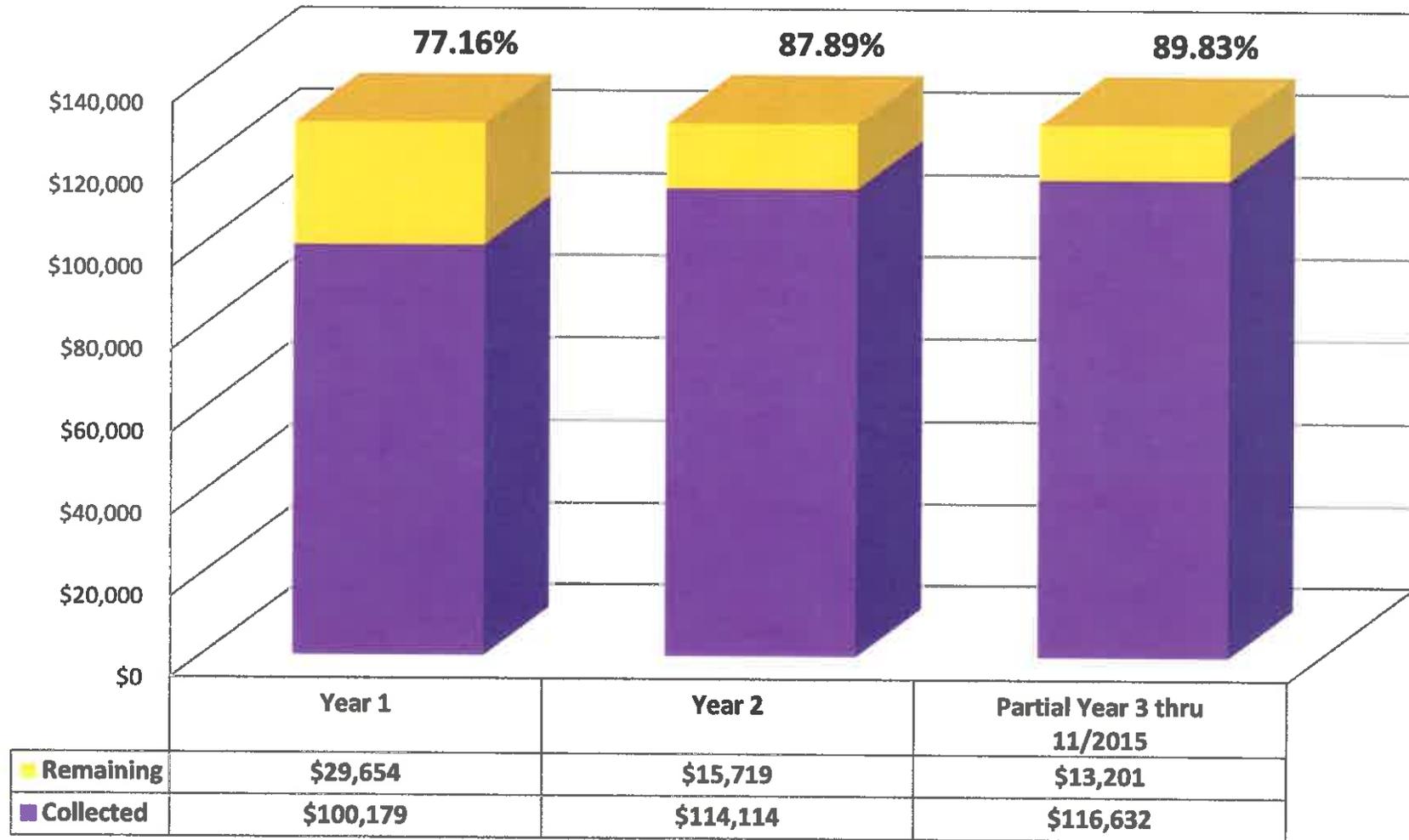
Initial Outstanding Base Tax \$123,087

City of Angleton 2011 Percentage of Collection



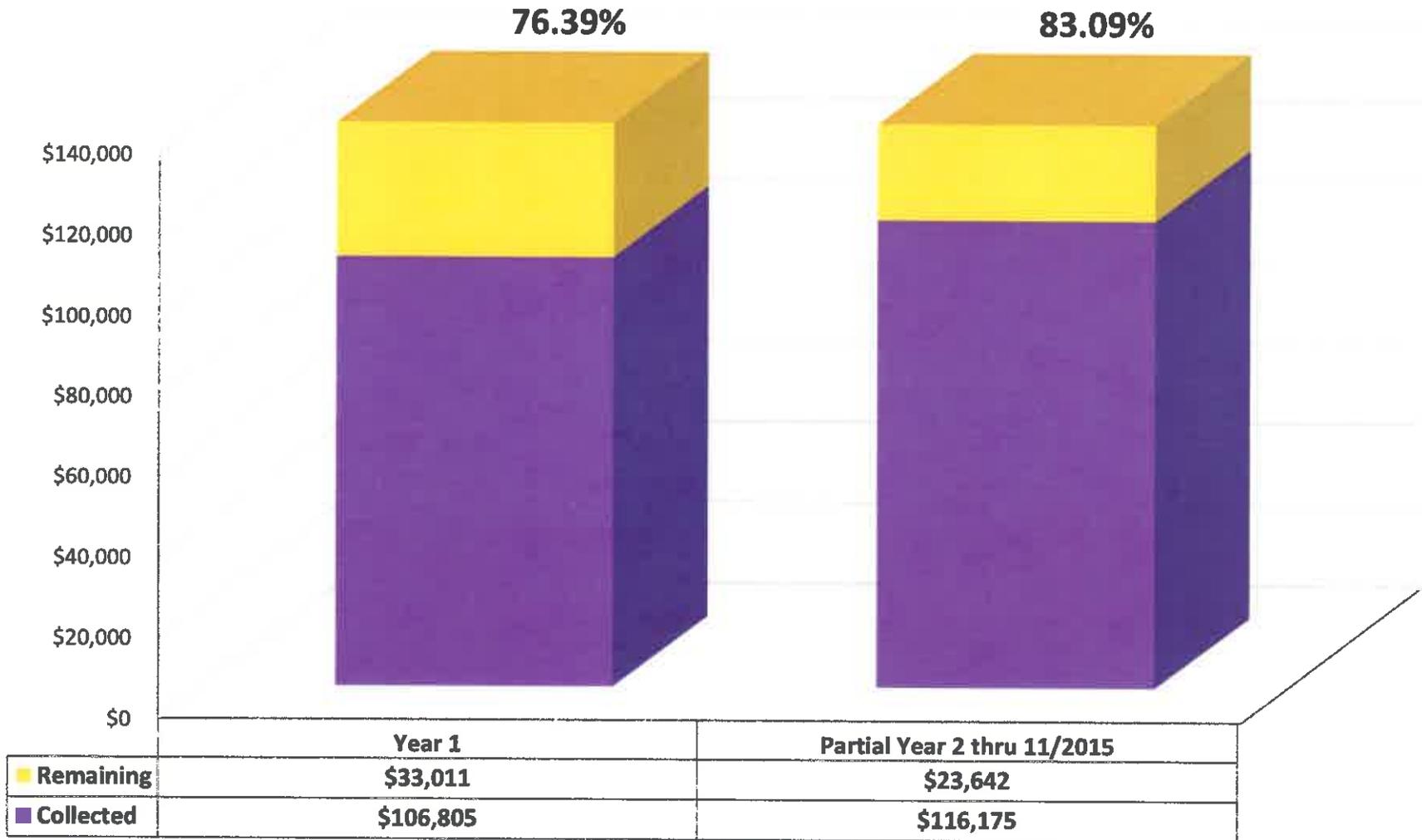
7/1 - 6/30 for each year
Initial Outstanding Base Tax \$115,186

City of Angleton 2012 Percentage of Collection



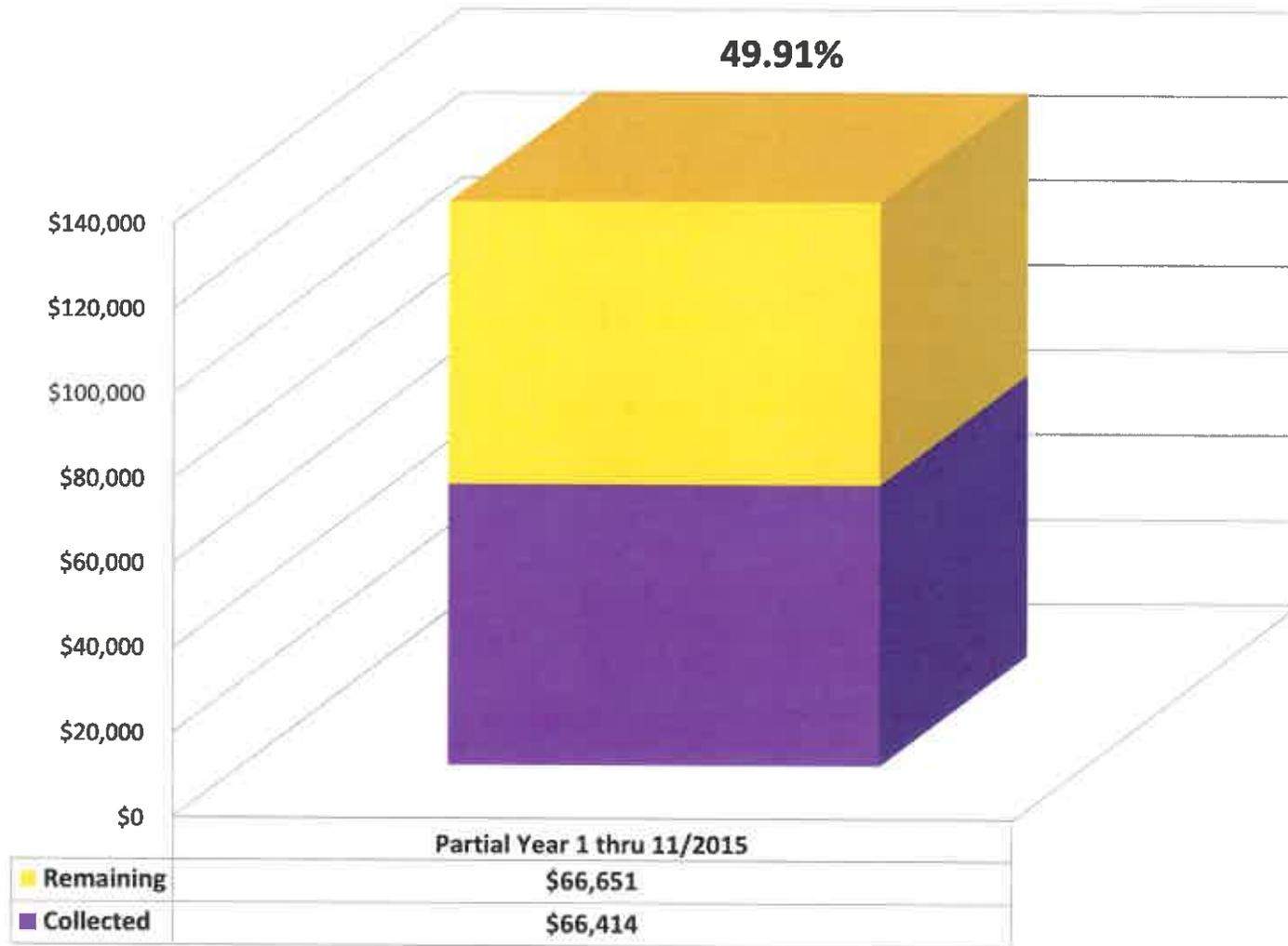
7/1 - 6/30 for each year
Initial Outstanding Base Tax \$129,833

City of Angleton 2013 Percentage of Collection



7/1 - 6/30 for each year
Initial Outstanding Base Tax \$139,816

City of Angleton 2014 Percentage of Collection

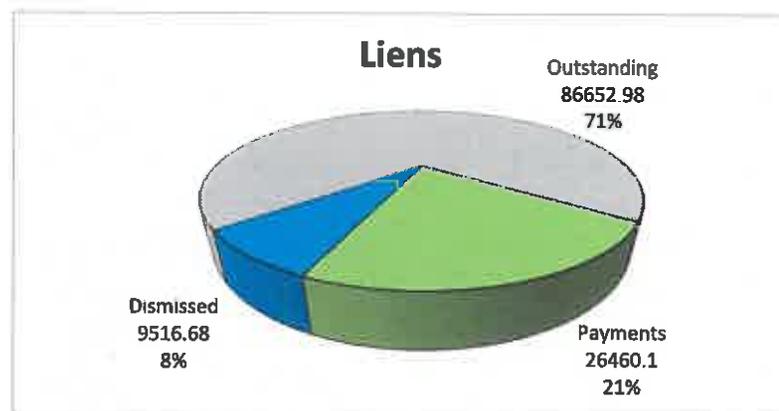
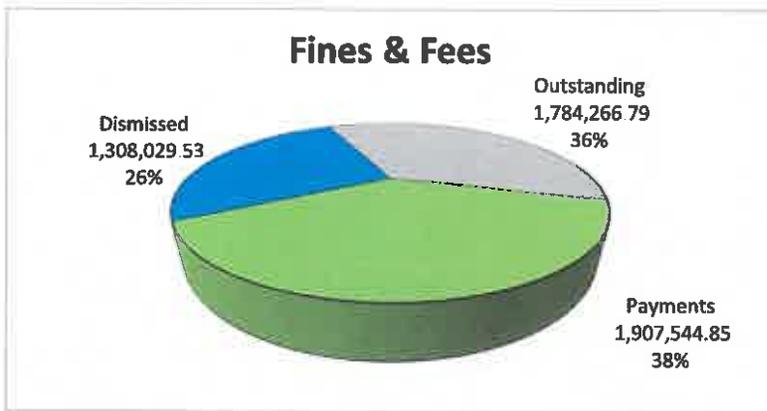


7/1 - 6/30 for each year
Initial Outstanding Base Tax \$133,065

Perdue, Brandon, Fielder, Collins, & Mott L.L.P

Fine and Fee Collection Report as of December 29, 2015

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ %	Total # %	Letters	Address	Phone #	Phone
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #	cleared	cleared	Mailed	Corrections	Changes	Contacts
City of Angleton Fines	4,999,841.17	11,826	1,907,544.85	6,054	38.15%	51.19%	1,308,029.53	5,051	26.16%	42.71%	64.31%	93.90%	35,151	6,116	5,362	8,973
City of Angleton Liens	122,629.76	396	26,460.10	169	21.58%	42.68%	9,516.68	43	7.76%	10.86%	29.34%	53.54%	144	147	141	0



Docket Age Report Summary

For: Angleton City Fines And Fees

Year Of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash	Percent Non Cash	Total Dollar Amount Liquidated	Percent Liquidated
2015	0	\$286,321.84	\$259,802.31	\$12,965.22	4.53%	\$13,554.31	4.73%	\$26,519.53	9.26%
2014	1	\$565,489.52	\$348,644.78	\$145,060.32	25.65%	\$71,784.42	12.69%	\$216,844.74	38.35%
2013	2	\$575,126.26	\$271,931.99	\$174,957.78	30.42%	\$128,236.49	22.30%	\$303,194.27	52.72%
2012	3	\$563,588.92	\$162,925.19	\$232,065.90	41.18%	\$168,597.83	29.92%	\$400,663.73	71.09%
2011	4	\$541,214.70	\$125,043.78	\$288,317.23	53.27%	\$127,853.69	23.62%	\$416,170.92	76.90%
2010	5	\$586,227.87	\$111,180.52	\$288,217.69	49.16%	\$186,829.66	31.87%	\$475,047.35	81.03%
2009	6	\$699,647.17	\$141,566.42	\$320,711.41	45.84%	\$237,369.34	33.93%	\$558,080.75	79.77%
2008	7	\$279,529.04	\$83,602.55	\$112,378.92	40.20%	\$83,547.57	29.89%	\$195,926.49	70.09%
2007	8	\$202,241.36	\$62,497.12	\$81,663.72	40.38%	\$58,080.52	28.72%	\$139,744.24	69.10%
2006	9	\$176,306.67	\$71,153.89	\$56,592.87	32.10%	\$48,559.91	27.54%	\$105,152.78	59.64%
2005	10	\$185,494.02	\$64,015.41	\$56,923.26	30.69%	\$64,555.35	34.80%	\$121,478.61	65.49%
2004	11	\$189,728.81	\$63,188.33	\$55,141.43	29.06%	\$71,399.05	37.63%	\$126,540.48	66.70%
2003	12	\$148,924.99	\$18,714.50	\$82,549.10	55.43%	\$47,661.39	32.00%	\$130,210.49	87.43%
		\$4,999,841.17	\$1,784,266.79	\$1,907,544.85	38.15%	\$1,308,029.53	26.16%	\$3,215,574.38	64.31%

Docket Age Report Summary

For: Angleton City Liens

Year Of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash	Percent Non Cash	Total Dollar Amount Liquidated	Percent Liquidated
2015	0	\$3,194.06	\$2,818.48	\$372.00	11.65%	\$3.58	0.11%	\$375.58	11.76%
2014	1	\$6,497.17	\$946.09	\$5,523.88	85.02%	\$27.20	0.42%	\$5,551.08	85.44%
2013	2	\$644.48	\$0.00	\$644.48	100.00%	\$0.00	0.00%	\$644.48	100.00%
2011	4	\$181.14	\$181.14	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2008	7	\$183.43	\$0.00	\$183.43	100.00%	\$0.00	0.00%	\$183.43	100.00%
2007	8	\$1,537.82	\$200.54	\$937.72	60.98%	\$399.56	25.98%	\$1,337.28	86.96%
2006	9	\$15,840.47	\$12,455.09	\$3,362.68	21.23%	\$22.69	0.14%	\$3,385.37	21.37%
2005	10	\$3,399.37	\$1,993.64	\$1,405.73	41.35%	\$0.00	0.00%	\$1,405.73	41.35%
2004	11	\$5,807.68	\$3,043.97	\$1,653.20	28.47%	\$1,110.51	19.12%	\$2,763.71	47.59%
2003	12	\$5,419.98	\$4,193.07	\$967.09	17.84%	\$259.82	4.79%	\$1,226.91	22.64%
2002	13	\$664.76	\$593.76	\$71.00	10.68%	\$0.00	0.00%	\$71.00	10.68%
2001	14	\$497.96	\$0.00	\$200.85	40.33%	\$297.11	59.67%	\$497.96	100.00%
2000	15	\$1,491.48	\$628.37	\$496.98	33.32%	\$366.13	24.55%	\$863.11	57.87%
1999	16	\$8,100.06	\$7,622.88	\$243.00	3.00%	\$234.18	2.89%	\$477.18	5.89%
1998	17	\$5,955.35	\$4,281.65	\$1,673.70	28.10%	\$0.00	0.00%	\$1,673.70	28.10%
1997	18	\$2,866.36	\$1,386.61	\$1,205.87	42.07%	\$273.88	9.55%	\$1,479.75	51.62%
1996	19	\$2,745.43	\$2,210.58	\$534.85	19.48%	\$0.00	0.00%	\$534.85	19.48%
1995	20	\$1,888.64	\$880.97	\$379.56	20.10%	\$628.11	33.26%	\$1,007.67	53.35%
1994	21	\$5,668.81	\$5,294.81	\$374.00	6.60%	\$0.00	0.00%	\$374.00	6.60%

1993	22	\$4,083.98	\$3,200.39	\$365.82	8.96%	\$517.77	12.68%	\$883.59	21.64%
1992	23	\$8,571.29	\$5,898.01	\$2,384.79	27.82%	\$288.49	3.37%	\$2,673.28	31.19%
1991	24	\$2,330.02	\$1,261.14	\$577.29	24.78%	\$491.59	21.10%	\$1,068.88	45.87%
1990	25	\$7,756.00	\$7,756.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
1989	26	\$5,367.58	\$3,750.73	\$409.48	7.63%	\$1,207.37	22.49%	\$1,616.85	30.12%
1988	27	\$4,493.46	\$3,450.15	\$150.00	3.34%	\$893.31	19.88%	\$1,043.31	23.22%
1987	28	\$8,983.86	\$5,471.85	\$1,346.52	14.99%	\$2,165.49	24.10%	\$3,512.01	39.09%
1986	29	\$1,195.36	\$885.50	\$309.86	25.92%	\$0.00	0.00%	\$309.86	25.92%
1985	30	\$5,124.55	\$4,471.98	\$652.57	12.73%	\$0.00	0.00%	\$652.57	12.73%
1984	31	\$1,821.52	\$1,787.78	\$33.74	1.85%	\$0.00	0.00%	\$33.74	1.85%
1983	32	\$63.56	\$63.56	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
1982	33	\$329.90	\$0.00	\$0.00	0.00%	\$329.90	100.00%	\$329.90	100.00%
		\$122,705.49	\$86,728.71	\$26,460.10	21.56%	\$9,516.68	7.76%	\$35,976.78	29.32%



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: Public Hearing on a Request to Replat 2 Texian Trail North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres).

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Aaron Ward, Censeo homes

Budgeted amount: **Funds requested:** **Fund:**

Attachments: (Attachment description)
Public Hearing notices

Executive Summary:

Recommendation:

Shelly Deisher

12-16-15

Name

Date

Public Hearing Notice

The City of Angleton has received a request to replat 2 Texian Trail North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres). The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested replat. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

For additional information concerning this replat, please contact Alyssa Deaton at (979) 849-4364 ext. 2114.

Date: December 14, 2015

To: The Facts – Public Hearing

From: City of Angleton

To be published once BY: Friday, December 18th

Please provide publisher's affidavit and total amount to be billed

If you have any questions, please contact Alyssa @ 979-849-4364 ext. 2114.



December 14, 2015

Public Hearing Notice

The City of Angleton has received a request to replat 2 Texian Trail North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres). The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6th, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12th, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested replat. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

Alyssa Deaton
Asst. City Secretary

Mayor
Randy Rhyne

Mayor Pro Tem
Roger Collins
Position 5

Council Members
Hardwick Bieri
Position 1

Williams Tigner
Position 2

Wesley Rolan
Position 3

Bonnie McDaniel
Position 4

City Manager
Michael Stoldt

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

Property owners should be aware that if they oppose or protest the requested replat, such opposition should be submitted in written form, with the property owner's signature and address included. Failing to provide a written protest for the requested replat may reduce the legal impact of such opposition.

For additional information concerning this re-zone please contact Alyssa Deaton at 979-849-4364, ext. 2114.

Sincerely,

Alyssa Deaton
Assistant City Secretary

121 S Velasco
Angleton, TX 77515
Phone: 979-849-4364
Fax: 979-849-5561

www.angleton.tx.us



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 12-8-15

TYPE OF APPLICATION: SHORT FORM
 PRELIMINARY/FINAL PLAT
 COMMERCIAL
 RESIDENTIAL

Address of property 2 Texian Trail North
Angleton Texas 77515

Name of Applicant: Aaron Ward Phone: 281-541-5661

Name of Company: Censeo Homes Phone: 281-541-5661

E-mail: award@censeohomes.com

Name of Owner of Property: Sara Bouse

Address: 502 Vivit Ln, Angleton Tx, 77515

Phone: _____ E-mail: _____

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

Signature of Owner or Agent for Owner (Applicant) *[Signature]*

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 9th day of December, 2015.

(SEAL)



Brandi Jessica Strother
Notary Public for the State of Texas
Commission Expires: October 23, 2018

APPLICATION, ALL REQUIRED DOCUMENTATION AND PLATS MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 15 DAYS PRIOR TO THE NEXT PLANNING & ZONING COMMISSION MEETING. (Note - Any form that is not completely filled out may be delayed, may result in a denial or may be returned to the Applicant).

PROJECT SUMMARY FORM

Address of property 2 Texian Trail North, Angleton Texas, 77515

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

Depth: 102' Area: .4663 Acres: 20306.16 square feet

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

Are requesting that 2 Texian Trail be divided into two lots for the purpose of building two new single family
homes.

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

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

Name: Aaron Ward

Date: 12-8-15

**AFFIDAVIT OF
AUTHORIZATION BY PROPERTY OWNER**

I swear that I am the owner of (indicate address and/or legal description)
Comm LT 2 TEXIAN TRAIL, ANGLATON, TX 77515

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

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

NAME OF APPLICANT: ARON WARD

ADDRESS: 1800 AUGUSTA, STE 340

APPLICANT PHONE # 281-541-5661 E-MAIL: AWARD@ENSEDHOMES.COM

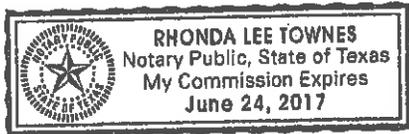
PRINTED NAME OF OWNER: SARA BOUSE FOR J.C. BROCKMAN ESTATE

SIGNATURE OF OWNER: Sara Bouse, EXECUTOR DATE: 11/24/15

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 24th day of NOVEMBER, 2015.

(SEAL)



Rhonda Lee Townes
Notary Public for the State of Texas
Commission Expires: 6-24-17

Being the Commercial Reserve "A" Tract (0.4863 acres), of the Second Re-Plat of Texian Subdivision situated in the L.T. Tinsley Survey, Alameda 375, Brazoria County, Texas, recorded in County Clerk's File No. 2008-006243 of the Plat Records of Brazoria County, Texas, and being a portion of the same tract conveyed to Texian Land Co., recorded in (85) Volume 94, Page 291 of the Official Records of Brazoria County, Texas, and being more fully described by metes and bounds as follows: (All bearings based on the Northwest line of the second Re-Plat of Texian Subdivision being - North 87° 08' 18" East.)

BEGINNING at a 50' iron rod found at the West Right-of-Way line of Buchta Road (60' R.O.W., C.C.F.N. 2003-036243, P.A.B.C.) for the Southeast corner of Lot 1 of Northview Subdivision recorded in Volume 15, Page 274 of the Plat Records of Brazoria County, Texas, the Northeast corner of the Second Re-Plat of Texian S/D and the Northwest corner and **THENCE** PLACE OF BEGINNING of the herein described tract:

THENCE South 02° 51' 42" East - 102.00 feet along the West R.O.W. line of Buchta Road same being the East line of the Commercial Reserve "A" tract to a 50' iron rod found at the intersection of the West R.O.W. line of Buchta Road with the North Right-of-Way line of Texian Trail North (60' R.O.W., C.C.F.N. 2008-006243, P.A.B.C.) for the Southeast corner of the Commercial Reserve "A" tract and the herein described tract;

THENCE South 87° 08' 18" West - 172.00 feet along the North R.O.W. line of Texian Trail North to a 50' iron rod found for the point of curvature of the North R.O.W. line of Texian Trail North and of the South line of the Commercial Reserve "A" tract and the herein described tract;

THENCE along a curve to the East with an angle of 82° 50' 48" having a radius of 630.00 feet (chord bearing South 86° 40' 24" West - 27.10 feet) and an arc length of 27.10 feet to a 50' iron rod found for the Southeast corner of Lot 1, Block 1, of the Second Re-Plat of Texian S/D and the Southeast corner of the Commercial Reserve "A" tract and of the herein described tract, said iron rod being above a stone in the dirt with an angle of 82° 18' 23" having a radius of 630.00 feet (chord bearing North 62° 22' 48" East - 28.07 feet) and an arc length of 30.98 feet from a point found for the point of reverse curvature of the North R.O.W. line of Texian Trail North and of the South line of said Lot 1;

THENCE North 02° 51' 42" West - 102.00 feet along the common line of the Commercial Reserve "A" tract and Lot 1 to a 50' iron rod found at the common corner of Lots 24 and 25 of Northview Subdivision, Section 8 recorded in Volume 15, Page 274 of the Plat Records of Brazoria County, Texas, same being the common corner of the Commercial Reserve "A" tract and Lot 1 for the Northeast corner of the herein described tract;

THENCE North 87° 08' 18" East (Reference Bearing) - 169.08 feet along the South line of Northview S/D and Northview S/D, Sec. 8 same being the North line of the Commercial Reserve "A" tract to the PLACE OF BEGINNING and containing 0.4863 acres of land, more or less. This disposition is based on an actual survey made on the ground and is accompanied by a plat prepared under the direct supervision of George K. Lane, RPLS No. 6989 on October 28th, 2015.

RE-PLAT OF RESERVE "A" OF THE SECOND RE-PLAT OF TEXIAN S/D

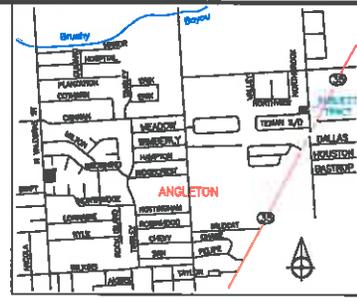
REPLAT OF COMMERCIAL RESERVE "A" (0.4863 ACRES) OF THE SECOND RE-PLAT OF TEXIAN SUBDIVISION, BRAZORIA COUNTY, TEXAS RECORDED IN COUNTY CLERK'S FILE NO. 2008-006243 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, BEING A PORTION OF THE SAME TRACT CONVEYED TO TEXIAN LAND CO. RECORDED IN (85) VOLUME 94, PAGE 291 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS,



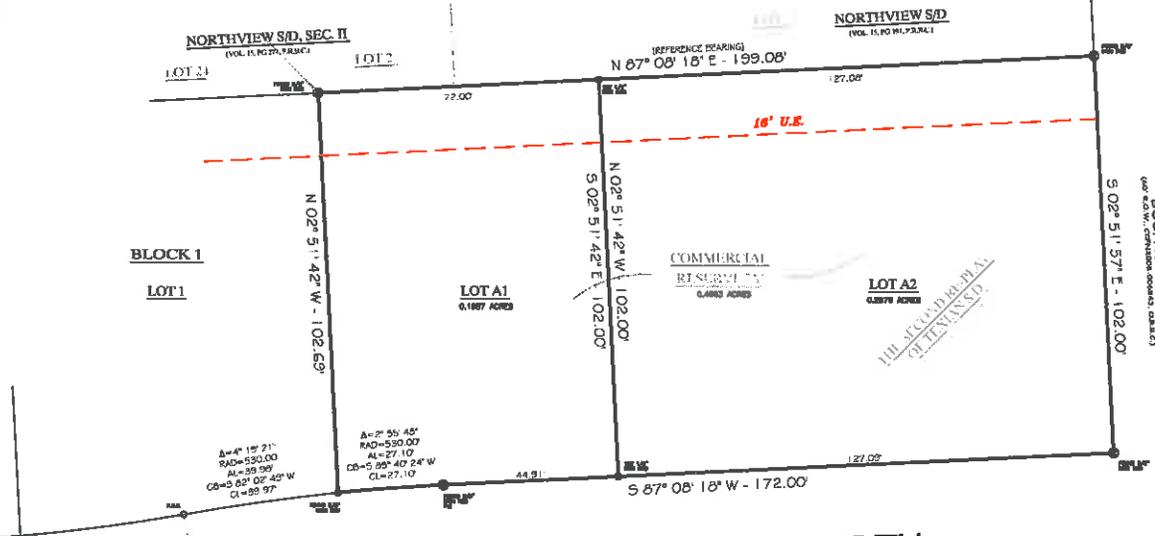
PO Box 3944 Lake Jackson, TX 77566
Phone (979) 299-3373 Fax (979) 299-3307



Nov. 9th, 2015



VICINITY MAP
NOT TO SCALE



- 1) THERE WAS NO PHYSICAL EVIDENCE OF ANY PIPELINE OR PIPELINE EASEMENTS OTHER THAN SHOWN, WITHIN THE BOUNDARIES OF THIS PLAT.
- 2) ALL DRAINAGE EASEMENTS AND RIGHT-OF-WAYS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS IN SUCH A MANNER AS NOT TO IMPED WATER FLOW AND OR TO OBSTRUCT THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 3) THIS PROPERTY IS LOCATED WITHIN ZONE "A" AND IS NOT WITHIN THE 100 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD HAZARD MAP OF BRAZORIA COUNTY, TEXAS, COMMUNITY NO. 480084, PANEL NO. 0436, SUFFIX "A", DATED: OCTOBER 06TH, 2004.
- 4) ALL CORNERS ARE 1/2" IRON ROD UNLESS OTHERWISE LABELED.
- 5) THE PURPOSE OF THIS RE-PLAT IS TO MAKE ONE TRACT INTO TWO LOTS, SITUATED IN BLOCK 1.
- 6) REFERENCE BEARING FOR THIS PLAT IS BASED ON THE NORTHWEST LINE OF THE SECOND RE-PLAT OF TEXIAN S/D BEING - N 87° 08' 18" E.

**SUBMISSION AFFIDAVIT
CITY PLANNING COMMISSION**

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF COMMERCIAL RESERVE "A" (0.4863 ACRES) WAS APPROVED THIS THE _____ DAY OF _____, 2015 BY THE CITY PLANNING COMMISSION OF ANGLETON

WITNESS MY HAND THIS THE _____ DAY OF _____, 2015.

CITY SECRETARY

CITY COUNCIL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF THE COMMERCIAL RESERVE "A" (0.4863 ACRES) WAS APPROVED THIS THE _____ DAY OF _____, 2015 BY THE CITY COUNCIL OF ANGLETON.

MAYOR

SAID S/D SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE CODE ORDINANCES OF THE CITY OF ANGLETON, TEXAS.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2015.

CITY SECRETARY

ANGLETON DRAINAGE DISTRICT

ACCEPTED, THIS THE _____ DAY OF _____, 2015. THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE.

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

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

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

CHURMAN

MEMBER

MEMBER

STATE OF TEXAS - COUNTY OF BRAZORIA

I, _____, A REPRESENTATIVE OF TEXIAN LAND CO., OWNER OF THE COMMERCIAL RESERVE "A" OF THE SECOND RE-PLAT OF TEXIAN S/D, DO HEREBY MAKE SUBMISSION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, EASEMENTS, AND RIGHT-OF-WAY SHOWN HEREON, AND DESIGNATE SAID SUBDIVISION AS A REPLAT, AND DO HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, EASEMENTS AND RIGHT-OF-WAY SHOWN HEREON FOR THEIR USE FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS OR ALLEYS, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND I HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE OF THE LAND SO DEDICATED.

OWNER

STATE OF TEXAS - COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____

STATE OF TEXAS - COUNTY OF BRAZORIA

I, GEORGE K. LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ATTACHED REPLAT OF THE COMMERCIAL RESERVE "A" (0.4863 ACRES), OF THE SECOND RE-PLAT OF TEXIAN S/D, BRAZORIA COUNTY, TEXAS, WAS PREPARED FROM A BOUNDARY SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY.

I FURTHER CERTIFY THAT THE ABOVE FACTS ARE CORRECT, AND DO FURTHER CERTIFY THAT THE LOCATION AND CONFIGURATION OF SAID SUBDIVISION ARE AS SHOWN.

GEORGE K. LANE, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 8086

STATE OF TEXAS - COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____



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



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

City of Angleton GIS Mapping

1" = 146'





CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: Public Hearing on a Request to Rezone 2851 North Downing Rd., with a legal description of A0318 T S Lee, Tract 33B1, Acres 0.31, Angleton from SF-7.2 – Single-Family Residential-7.2 District to C-G – Commercial-General District.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Nick Panjwani of Angleton Realty LLC

Budgeted amount: **Funds requested:** **Fund:**

Attachments: (Attachment description)
 Public Hearing Notices

Executive Summary:

Recommendation:

Shelly Deisher

12-16-15

Name

Date

Public Hearing Notice

The City of Angleton has received a request to rezone 2851 North Downing Rd., with a legal description of A0318 T S Lee, Tract 33B1, Acres 0.31, Angleton from SF-7.2 – Single-Family Residential-7.2 District to C-G – Commercial-General District. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

For additional information concerning this rezone, please contact Alyssa Deaton at (979) 849-4364 ext. 2114.

Date: December 14, 2015

To: The Facts – Public Hearing

From: City of Angleton

To be published once BY: Friday, December 18th

Please provide publisher's affidavit and total amount to be billed

If you have any questions, please contact Alyssa @ 979-849-4364 ext. 2114.



December 14, 2015

Public Hearing Notice

The City of Angleton has received a request to rezone 2851 North Downing Rd., with a legal description of A0318 T S Lee, Tract 33B1, Acres 0.31, Angleton from SF-7.2 – Single-Family Residential-7.2 District to C-G – Commercial-General District. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6th, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12th, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

Alyssa Deaton
Asst. City Secretary

Mayor
Randy Rhyne

Mayor Pro Tem
Roger Collins
Position 5

Council Members
Hardwick Bieri
Position 1

Williams Tigner
Position 2

Wesley Rolan
Position 3

Bonnie McDaniel
Position 4

City Manager
Michael Stoldt

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

Property owners should be aware that if they oppose or protest the requested rezone, such opposition should be submitted in written form, with the property owner's signature and address included. Failing to provide a written protest for the requested rezone may reduce the legal impact of such opposition.

For additional information concerning this rezone please contact Alyssa Deaton at 979-849-4364, ext. 2114.

Sincerely,

Alyssa Deaton
Assistant City Secretary

121 S Velasco
Angleton, TX 77515
Phone: 979-849-4364
Fax: 979-849-5561

www.angleton.tx.us

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE “ZONING MAP OF THE CITY OF ANGLETON” BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO 2851 NORTH DOWNING, HAVING A LEGAL DESCRIPTION OF AO318 T.S. LEE, TRACT 33B1, ACRES 0.31, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO C-G – COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, That Ordinance 2009-O-4A and Chapter 28 of the Code of Ordinances authorizes the City Council to amend, supplement, or change the boundaries of zoning districts in the City of Angleton; and

WHEREAS, Nick Panjwani of Angleton Realty, LLC, Property Owner, has requested that said property be rezoned from SF-7.2 – Single Family Residential-7.2 District to C-G Commercial-General District; and

WHEREAS, The Planning and Zoning Commission conducted a public hearing on January 6, 2016, and recommended approval of the requested zoning by a 4 for; 0 against, 2 absent and 1 vacant position vote; and

WHEREAS, Notice of the public hearings was published in the newspaper on December 18, 2015; and

WHEREAS, The City Council conducted a public hearing on this rezoning request on January 12, 2016; and

WHEREAS, The City Council finds the change in zoning is consistent with the Comprehensive Plan.

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

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

SECTION 2: That 2851 North Downing Road, having a legal description of AO318 T S Lee, Tract 33B1, Acres 0.31, City of Angleton, Brazoria County, Texas, more particularly described in the attached Exhibit “A”, which is made a part of this Ordinance for all purposes, is hereby rezoned from SF-7.2 – Single Family Residential-7.2 District to C-G – Commercial General District and use designation.

SECTION 3: That the zoning map of the City of Angleton is hereby amended in accordance with the provisions of this Ordinance to show the change in zoning district classification. 34

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

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

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

SECTION 7: That this Ordinance shall be effective not less than 10 days from the date of its passage and in accordance with the time set forth in the City Charter and the City Secretary is directed to cause the descriptive caption of this Ordinance to be published in the official newspaper of the City, at least once within ten days after the passing of the Ordinance.

SECTION 8: That this Ordinance shall be in full force and effect from and after January 22, 2016.

PASSED AND APPROVED this 12th day of January, 2016.

RANDY RHYNE, Mayor

ATTEST:

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney



OFFICE USE ONLY	
Date received: _____	Fee: \$ _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

**CITY OF ANGLETON
RE-ZONE APPLICATION**

Name(s) of Property Owner: Angleton Realty LLC
 Current Address: 2851 North Dowling Rd Email: _____
 City: Angleton State: TX Zip: 77515
 Home Phone: _____ Business Phone: _____ Cell: _____

ATTACH PROOF THAT ALL TAXES, FEES AND OBLIGATIONS HAVE BEEN PAID TO THE CITY OF ANGLETON.

Name of Applicant: Angleton Realty LLC
 (If different than Property Owner)

Address: 3947 Garnet Falls Email _____
 City: Sugarland State: TX Zip: 77479
 Home Phone: _____ Business Phone: _____ Cell: _____

Address/Location of Property to be Re-zoned: 2851 North Dowling Road
Angleton, TX 77515
See attached survey

Legal Description: _____
 Metes & Bounds Lot(s) Block Subdivision

ATTACH MAP/SURVEY OF PROPERTY

Has the property been platted? YES NO
 Current Zoning: Residential Current Use: Convenience Store / Gas station

Proposed Zoning: Commercial Proposed Use: Convenience Store / Gas station

Application Fee: \$150.00 (must be submitted with application)



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



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

City of Angleton GIS Mapping

1" = 141'



9514

ENCLOSURE 1:01

NOTE III

THE SOUTH AND WEST PROPERTY LINES OF 0.31 ACRE TRACT ARE SUBJECT TO RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT AS RECORDED IN (86) V.277 P.751, OFFICIAL RECORDS, AND BOUNDARY LINE AGREEMENT RECORDED IN (86) V.277 P.757, OFFICIAL RECORDS, BRAZORIA COUNTY, TEXAS.

NOTE III

ALL FOUND IRON RODS WITH CAP ARE STAMPED, "R. STROUD, RPLS 2112."

2851 NORTH DOWNING STREET - - - ANGLETON, TEXAS 77515

THIS PROPERTY IS LOCATED IN ZONE "X" AND IS NOT IN THE 100 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD HAZARD MAP FOR THE CITY OF ANGLETON IN BRAZORIA COUNTY, TEXAS.

COMMUNITY # 480064
PANEL # 0435
SUFFIX: H
DATE: 6-5-89
ZONE: "X"

A PLAT OF A 0.31 ACRE TRACT, BEING THE RESIDUE OF A CALLED 0.321 ACRE TRACT OUT OF A 1.00 ACRE TRACT OUT OF A 36.75 ACRE TRACT OUT OF TRACTS 32 AND 33 OF THE THEODORE S. LEE SURVEY, ABSTRACT 318, BRAZORIA COUNTY, TEXAS; SAID CALLED 0.321 ACRE TRACT BEING IN A DEED RECORDED IN COUNTY CLERK'S FILE NO. (98)039183 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

SCALE 1"= 30'

4T 21,592

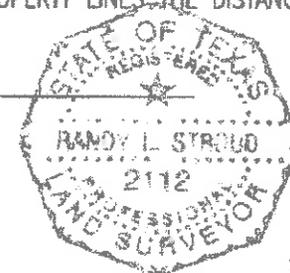
1-19-2010

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

CERTIFIED CORRECT:

Randy L. Stroud

RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE #2112



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

31-52D(G-16&M-458)

JUN-21-2010 05:57 From:

Randy L. Stroud, P.E.

Civil Engineer and Land Surveyor

201 South Velasco

Angleton, Texas 77515

(979) 849-3141

Fax # (979) 849-9444

Registered Professional Land
Surveyor, License #2112

Professional Engineer
License #50839

FIELD NOTES OF A 0.31 ACRE TRACT, BEING THE RESIDUE OF A CALLED 0.321 ACRE TRACT OUT OF A 1.00 ACRE TRACT OUT OF A 36.75 ACRE TRACT OUT OF TRACTS 32 AND 33 OF THE THEODORE S. LEE SURVEY, ABSTRACT 318, BRAZORIA COUNTY, TEXAS; SAID CALLED 0.321 ACRE TRACT BEING IN A DEED RECORDED IN COUNTY CLERK'S FILE NO. (98) 039183 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the South right-of-way line of Henderson Road (City of Angleton) at the Northwest corner of said called 0.321 acre tract; said rod bears South 89° 56' 27" East (Reference Bearing) 258.15 feet (called 257.91 feet) from a 1/2" iron rod found marking the Northeast corner of the Larry O. Dubose 1.00 acre tract;

THENCE; South 89° 56' 27" East 127.64 feet, along the South right-of-way line of Henderson Road, to a 1/2" iron rod found for corner at the intersection of the South right-of-way line of Henderson Road with the West right-of-way line of Downing Road (City of Angleton);

THENCE; South 33° 40' 19" East 18.04 feet, along the West right-of-way line of Downing Road, to a 1/2" iron rod set for an angle point;

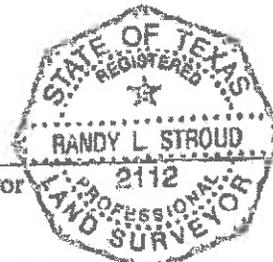
THENCE; South 85.16 feet, along the West right-of-way line of Downing Road, to an "X" in concrete found for corner in the South line of said called 0.321 acre tract;

THENCE; South 89° 57' 50" West 137.64 feet (called 140.00 feet), along the South line of said called 0.321 acre tract, to a 1/2" iron rod in concrete found marking the Southwest corner of said called 0.321 acre tract;

THENCE; North 100.39 feet (called 100.00 feet), along the West line of said called 0.321 acre tract, to the Place of Beginning;

Said tract therein containing 0.31 Acres of Land.

Certified Correct: Randy L. Stroud
Randy L. Stroud, Registered Professional Land Surveyor
License #2112



See attached Plat.
May 16, 2000

4T21592.WPD (FN 57.6)



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: Public Hearing on a Request to Rezone a 9.99 acre tract being the south one-half (1/2) of tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428 from SF-7.2 – Single-Family Residential 7.2 District to SFA – Single-Family Attached Residential (Townhomes) District.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Zion Lovingier

Budgeted amount: **Funds requested:** **Fund:**

Attachments: (Attachment description)
Public Hearing Notices

Executive Summary:

Recommendation:

Shelly Deisher

Name

12-16-15

Date



December 16, 2015

Public Hearing Notice

The City of Angleton has received a request to rezone a 9.99 acre tract being the south one-half (1/2) of tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428 from SF-7.2 – Single-Family Residential-7.2 District to SFA – Single-Family Attached Residential District (Townhomes). The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6th, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12th, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

Alyssa Deaton
Asst. City Secretary

Mayor
Randy Rhyne

Mayor Pro Tem
Roger Collins
Position 5

Council Members
Hardwick Bieri
Position 1

Williams Tigner
Position 2

Wesley Rolan
Position 3

Bonnie McDaniel
Position 4

City Manager
Michael Stoldt

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

Property owners should be aware that if they oppose or protest the requested rezone, such opposition should be submitted in written form, with the property owner's signature and address included. Failing to provide a written protest for the requested rezone may reduce the legal impact of such opposition.

For additional information concerning this rezone please contact Alyssa Deaton at 979-849-4364, ext. 2114.

Sincerely,

Alyssa Deaton
Assistant City Secretary

121 S Velasco
Angleton, TX 77515
Phone: 979-849-4364
Fax: 979-849-5561

www.angleton.tx.us

Public Hearing Notice

The City of Angleton has received a request to rezone a 9.99 acre tract being the south one-half (1/2) of tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428 from SF-7.2 – Single-Family Residential-7.2 District to SFA – Single-Family Attached Residential District (Townhomes). The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, January 6, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, January 12, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the requested rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary

For additional information concerning this rezone, please contact Alyssa Deaton at (979) 849-4364 ext. 2114.

Date: December 14, 2015

To: The Facts – Public Hearing

From: City of Angleton

To be published once BY: Friday, December 18th

Please provide publisher's affidavit and total amount to be billed

If you have any questions, please contact Alyssa @ 979-849-4364 ext. 2114.

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE “ZONING MAP OF THE CITY OF ANGLETON” BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (1/2) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS BUCHTA ROAD/COUNTY ROAD 428, ANGLETON, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO SFA – SINGLE-FAMILY ATTACHED DISTRICT (TOWNHOMES); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, That Ordinance 2009-O-4A and Chapter 28 of the Code of Ordinances authorizes the City Council to amend, supplement, or change the boundaries of zoning districts in the City of Angleton; and

WHEREAS, Zion Lovingier and Diakonos Holdings LLC, Property Owner, has requested that said property be rezoned from SF-7.2 – Single Family Residential-7.2 District to SFA – Single-Family Attached Residential District (Townhomes) ; and

WHEREAS, The Planning and Zoning Commission conducted a public hearing on January 6, 2016, and recommended approval of the requested zoning by a 4 for; 0 against, 2 absent and 1 vacant position vote; and

WHEREAS, Notice of the public hearings was published in the newspaper on December 18, 2015; and

WHEREAS, The City Council conducted a public hearing on this rezoning request on January 12, 2016; and

WHEREAS, The City Council finds the change in zoning is consistent with the Comprehensive Plan.

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

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

SECTION 2: That a 9.99 acre tract being the south one-half (1/2) of Tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428, City of Angleton, Brazoria County, Texas, more particularly described in the attached Exhibit “A”, which is made a part of this Ordinance for all purposes, is hereby rezoned from SF-7.2 – Single-Family Residential-7.2

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

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

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

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

SECTION 7: That this Ordinance shall be effective not less than 10 days from the date of its passage and in accordance with the time set forth in the City Charter and the City Secretary is directed to cause the descriptive caption of this Ordinance to be published in the official newspaper of the City, at least once within ten days after the passing of the Ordinance.

SECTION 8: That this Ordinance shall be in full force and effect from and after January 22, 2016

PASSED AND APPROVED this 12th day of January, 2016.

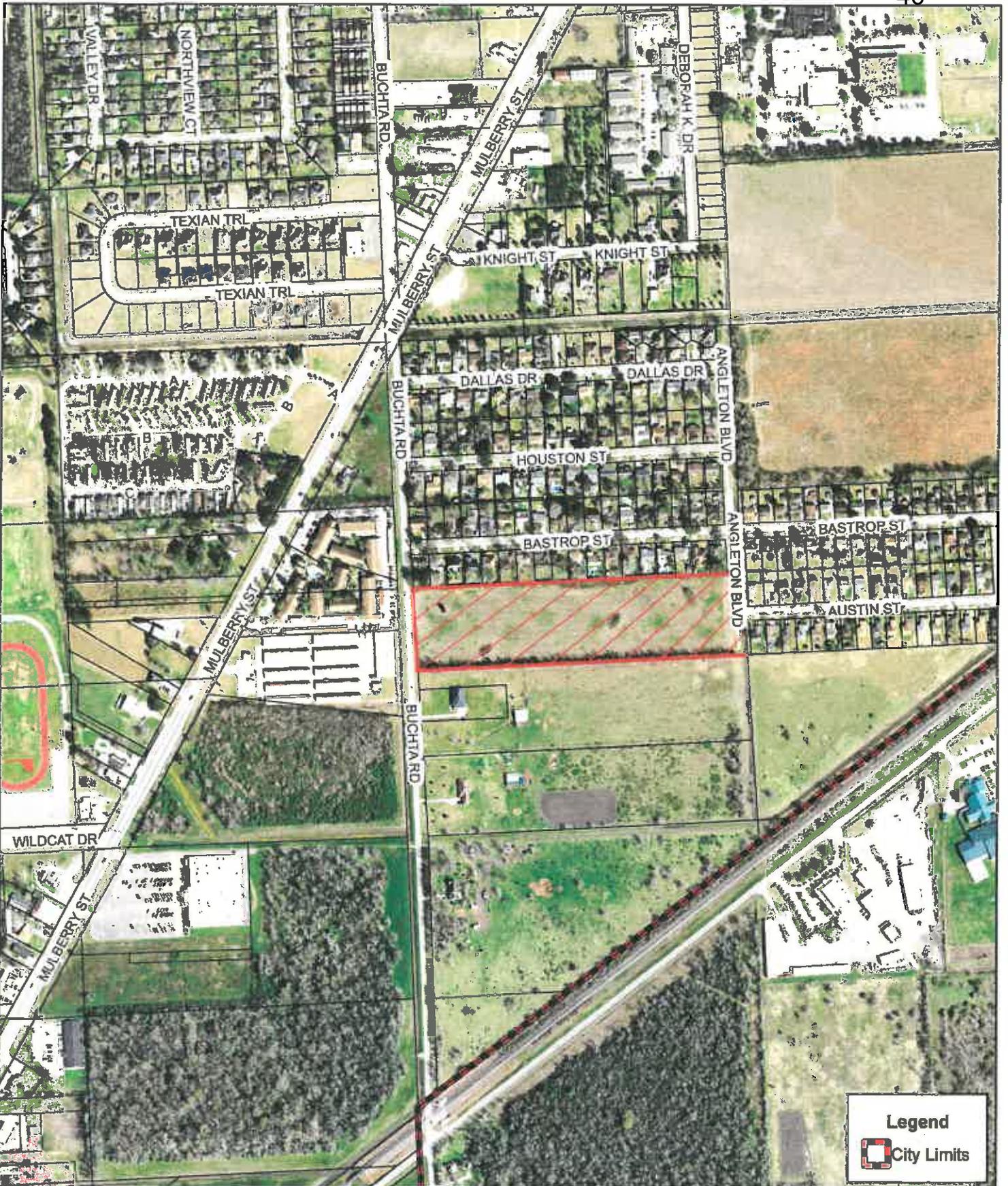
RANDY RHYNE, Mayor

ATTEST:

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney



Legend

 City Limits

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



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

City of Angleton GIS Mapping

1" = 499'





OFFICE USE ONLY	
Date received: _____	Fee: \$ _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

**CITY OF ANGLETON
RE-ZONE APPLICATION**

Name(s) of Property Owner: DIAKONOS Holdings LLC (Zion Lovinger) + Residential U ^{MZK}

Current Address: 3042 S. Durango Email: _____

City: LAS VEGAS State: NV Zip: 89117

Home Phone: _____ Business Phone: _____ Cell: _____

ATTACH PROOF THAT ALL TAXES, FEES AND OBLIGATIONS HAVE BEEN PAID TO THE CITY OF ANGLETON.

Name of Applicant: _____
(If different than Property Owner)

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____ Cell: _____

Address/Location of Property to be Re-zoned: Buchta Rd CR 428

parcel ID: 170885 tax ID ~~170885~~ 0375-0107-000

Legal Description: SEE ATTACHED SURVEY

Metes & Bounds Lot(s) Block Subdivision

ATTACH MAP/SURVEY OF PROPERTY

Has the property been platted? YES (NO)

Current Zoning: SF 7.3 Current Use: SINGLE Family Residential District

Proposed Zoning: SFA Proposed Use: SINGLE Family Attached Residential District (townhomes)

Application Fee: \$150.00 (must be submitted with application)



CITY OF ANGLETON APPOINTMENT OF AGENT

As owner of the property described as Buckhorn Road CR 420
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: MYSELF - Zion Lovinger

Mailing Address: 3042 S. Durango Email: _____

City: LAS VEGAS State: NV Zip: 89117

Home Phone: _____ Business Phone: (____) 575

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

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

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

Signature of owner [Signature] Title Managing Member

Printed/Typed Name of owner Zion Lovinger Date 11-18-15

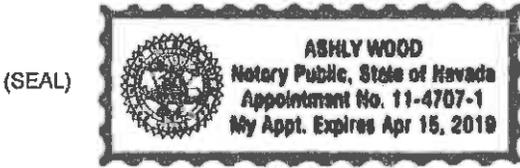
*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.

Nevada
STATE OF TEXAS §
COUNTY OF Clark §

Before me, Ashly Wood, on this day personally appeared Zion Lovinger known to me (or proved to me on the oath of _____ or through Photo ID) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 18 day of November 2015

Ashly Wood
Notary Public Signature
April 15, 2019
Commission Expires



2015053344 DEED Total Pages: 4

WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your social security number or your driver's license number.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

That REXFORD C. BAILEY, III (hereafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto, DIAKONOS HOLDINGS, LLC AND MZK RESIDENTIAL, LLC, whose present mailing address is 3042 South Durango, Las Vegas, NV 89117 (herein called "Grantee") subject to the reservations hereinafter made, all of the following described real estate, together with all improvements situated thereon (the "Property") lying and being situated in BRAZORIA County, Texas, more particularly described as follows:

FIELD NOTES OF A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (1/2) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID BRYAN AND KIBER SUBDIVISION DULY RECORDED IN VOLUME 29, PAGE 75, OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set in the East right-of-way line of Butcha Road (County Road 428), said rod marking the Southwest corner of Lot 1, Block 4, Angleton County Estates Subdivision, according to the recorded plat thereof in Volume 11, Page 48 of the Plat Records of Brazoria County, Texas.

THENCE; South 89 degrees 57' 52" East, along the South line of Lots 1 through

FILED BY ATB 15054912
ALAMO TITLE COMPANY

18, Block 4, Angleton Country Estates; at 1260.09 feet pass a ½" iron rod found marking the Southeast corner of said Lot 18, Block 4; said rod also being in the West right-of-way line of Angleton Boulevard, and continue to a total distance of 1320.09 feet to a point for corner in the East line of Angleton Boulevard; said point bears north 89 degrees 57' 52" West 15.00 feet from a ½" iron rod found marking the Southwest corner of Lot 1, Block 2, Angleton Country Estates, Section Two, according to the recorded plat thereof in Volume 15, Pages 367-368 of the Plat Records of Brazoria County, Texas;

THENCE; South 0 degrees 05' 33" West 329.19 feet, along the East right-of-way line of Angleton Boulevard, also being the East line of Tract 45, to a ½" iron rod found for corner at the Southeast corner of said Tract 45;

THENCE; West 1320.00 feet, along the South line of Tract 45, to a ½" iron rod found for the Southwest corner of said Tract 45 in the East right-of-way line of Buchta Road;

THENCE; North 0 degrees 04' 36" East 330.00 feet, along the East right-of-way line of Buchta Road, to the Place of Beginning.

Said tract therein containing 9.99 Acres of Land

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging and any right, title, and interest of Grantor in and to adjacent streets, alleys, and rights-of-way, unto the said DIAKONOS HOLDINGS, LLC AND MZK RESIDENTIAL, LLC, their heirs and assigns forever, and Grantor do hereby bind himself, his heirs and assigns, to warrant and forever defend all and singular the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject however, as aforesaid.

Current ad valorem taxes, standby fees and/or assessments by any taxing authority on said Property, having been prorated as applicable, the payment thereof is assumed by Grantee.

EXECUTED this 13 day of November, 2015.

Rexford C. Bailey III
REXFORD C. BAILEY, III

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

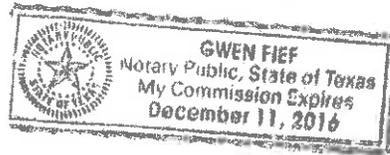
Before me, Gwen Fief, a Notary Public, on this day personally appeared REXFORD C. BAILEY, III, known to me [or proved to me on the oath of _____ or through himself (description of identity card or other document)], to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of November, 2015.

(SEAL)

Gwen Fief
Notary Public, for the State of Texas

AFTER RECORDING, PLEASE RETURN TO:
Zion Lovingier
3042 South Durango
Las Vegas, NV 89117



FILED and RECORDED

Instrument Number: 2015053344

Filing and Recording Date: 11/17/2015 08:31:38 AM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF
THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER
FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official
Public Record.***

cc/erk-megan

Randy L. Stroud, P.E.

201 South Velasco
 Angleton, Texas 77515
 (409) 849-3141

Fax Number (409) 849-9444

Registered Professional Land
 Surveyor License #21112

Professional Engineer
 License #53239

FIELD NOTES OF A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (½) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID BRYAN AND KIBER SUBDIVISION DULY RECORDED IN VOLUME 29, PAGE 75 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set in the East right-of-way line of Buchta Road (County Road 428), said rod marking the Southwest corner of Lot 1, Block 4, Angleton Country Estates Subdivision, according to the recorded plat thereof in Volume 11, Page 48 of the Plat Records of Brazoria County, Texas;

THENCE; South 89°57'52" East, along the South line of Lots 1 through 18, Block 4, Angleton Country Estates; at 1260.09 feet pass a ½" iron rod found marking the Southeast corner of said Lot 18, Block 4; said rod also being in the West right-of-way line of Angleton Boulevard, and continue to a total distance of 1320.09 feet to a point for corner in the East line of Angleton Boulevard; said point bears North 89°57'52" West 15.00 feet from a ½" iron rod found marking the Southwest corner of Lot 1, Block 2, Angleton Country Estates, Section Two, according to the recorded plat thereof in Volume 15, Pages 367-368 of the Plat Records of Brazoria County, Texas;

THENCE; South 0°05'33" West 329.19 feet, along the East right-of-way line of Angleton Boulevard, also being the East line of Tract 45, to a ½" iron rod found for corner at the Southeast corner of said Tract 45;

THENCE; West 1320.00 feet, along the South line of Tract 45, to a ½" iron rod found for the Southwest corner of said Tract 45 in the East right-of-way line of Buchta Road;

FIELD NOTES OF A 9.99 ACRE TRACT CONTINUED...

THENCE; North 0°04'36" East 330.00 feet, along the East right-of-way line of Buchta Road, to the place of beginning.

Said tract therein containing 9.99 Acres of Land.

Certified correct: 
Randy L. Stroud, Registered Professional Land Surveyor,
License #2112

*See attached Plat.

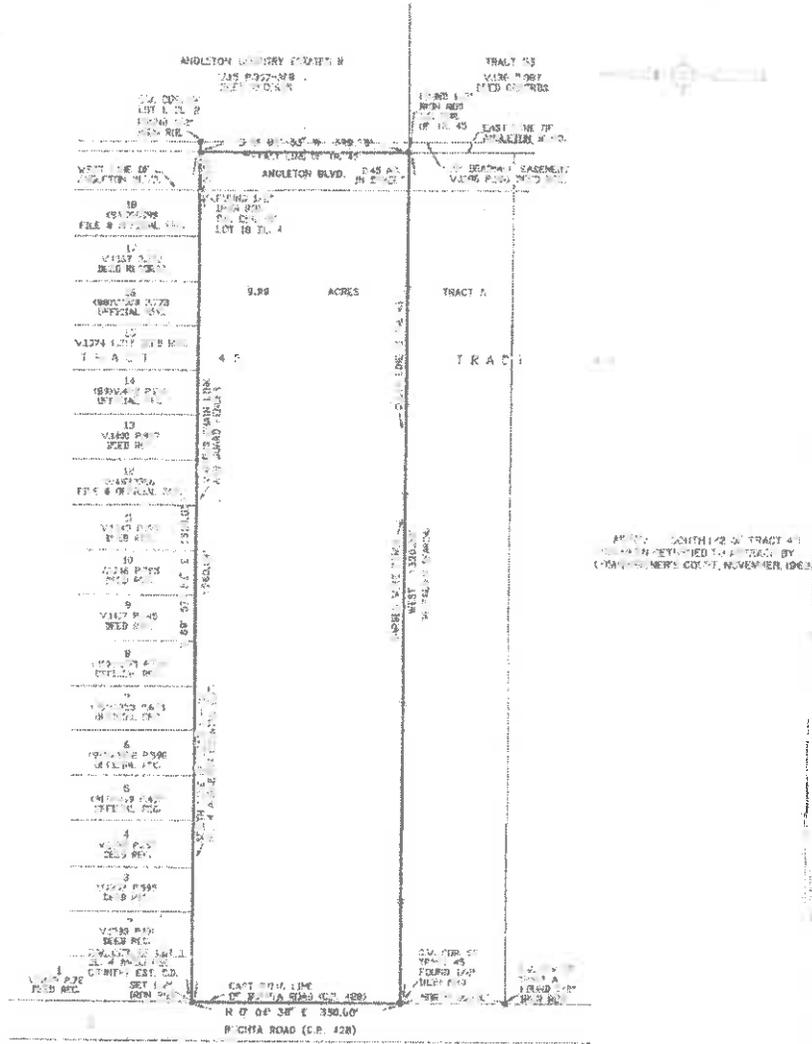
4/11/97

4T-19,922

(fn35.6cw)



THOMAS EDWARD G. PAREY JR.
1944-1984



THE PROPERTY IS LOCATED IN COUNTY AND AS SET
TO THE PUBLIC RECORDS FROM DIVISION 111
PLANS RECORDS IN BRANSON COUNTY, MOOR

COMMISSIONER & REPORT
MAY 19 1984
11:15 AM
2011-11-19
12:00 PM

BEFORE ME, a Notary Public in and for the State of Missouri, on this 11th day of May, 1984, personally appeared the undersigned, the names of whom are set forth in the foregoing plat, and acknowledged to me that they executed the foregoing plat for the purposes therein stated.

WITNESSED MY HAND AND SEAL OF OFFICE

AT 11:15 AM

(Notary Seal)

I, RALPH L. STUBBS, Notary Public in and for the State of Missouri, do hereby certify that the plat shown herein is a true and correct copy of the original plat as recorded in my office, and that the same has been duly recorded in my office, and that the same is a true and correct copy of the original plat as recorded in my office.

DETERMINED BY: *Ralph L. Stubbs*

FROM THE OFFICE OF: *Ralph L. Stubbs*

NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI

COMM. EX. 2112

ANGLETON, MISSOURI 65615



Ralph L. Stubbs
11-22-84

SIGN & DATE



CITY COUNCIL AGENDA ITEM

Meeting Date: January 12, 2016

SUBJECT: PUBLIC HEARING ON AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Susie J Hernandez

Attachments: (Attachment description)
Ordinance attached to action item.

Executive Summary:

The Brazosport Water Authority (BWA) increased their rate to member cities on October 1, 2015. BWA increased its rate by \$0.28 per 1,000 gallons for debt service issuances. To offset this cost increase, Ordinance 2015-O-10B, approved October 13, 2015, increased the city rate per 1,000 gallons by \$0.28. The increase was applied to the monthly base rate. The base rate was increased by \$0.56, since it includes the first 2,000 gallons of water use. A \$0.10 increase for operations was also included which was not incorporated into the rate increase at the time. Ordinance 2016-O-1D will offset this cost increase for Operations in the same manner.

The increases discussed above are for customers living inside the Angleton City limits. Per our Ordinance, rates for customers located outside the city limits are 25% higher. The following chart provides a comparison of existing city utility rates and the new proposed rates for customers living inside and outside the city limits. The actual Ordinance is attached to the Agenda action item.

CITY OF ANGLETON PROPOSED UTILITY RATES FOR FISCAL YEAR 2015/2016
Additional \$.10 per \$1,000 per gallons

Utility	Item	2015/2016 Rates		2015/2016 Rates	
		In City	Out City	In City	Out City
WATER					
<i>Minimum Monthly Charge*</i>					
	Residential	\$18.56	\$23.20	\$18.76	\$23.45
	Multi-Family (master meter)	\$17.50	\$21.88	\$17.70	\$22.13
	Commercial (ind. meter)	\$18.56	\$23.20	\$18.76	\$23.45
	Commercial (master meter)	\$17.50	\$21.88	\$17.70	\$22.13
<i>Volume Rate (per 1,000 gallons)</i>					
All customers - for usage above base allotment					
	1 to 8,000 gallons	\$5.44	\$6.80	\$5.54	\$6.92
	8,001 to 23,000 gallons	\$5.80	\$7.25	\$5.90	\$7.38
	23,001 to 48,000 gallons	\$6.16	\$7.70	\$6.26	\$7.82
	> 48,000 gallons	\$6.80	\$8.50	\$6.90	\$8.62
WASTEWATER					
<i>Minimum Monthly Charge</i>					
	Residential**	\$8.84	\$11.05	\$8.84	\$11.05
	Multi-Family (master meter)	\$10.19	\$12.74	\$10.19	\$12.74
	Commercial (ind. meter)	\$10.19	\$12.74	\$10.19	\$12.74
	Commercial (master meter)	\$10.19	\$12.74	\$10.19	\$12.74
<i>Volume Rate (per 1,000 gallons)</i>					
	Residential**	\$2.70	\$3.38	\$2.70	\$3.38
	Multi-Family (master meter)	\$3.52	\$4.40	\$3.52	\$4.40
	Commercial (ind. meter)	\$3.52	\$4.40	\$3.52	\$4.40
	Commercial (master meter)	\$3.52	\$4.40	\$3.52	\$4.40
Maximum Monthly Charge for Residential		\$43.94	\$54.93	\$43.94	\$54.93

* Monthly minimum charge includes 2,000 gallon base allotment.

** Residential bill is capped at 13,000 gallons.

Recommendation:

Approval is recommended by Administration and Staff.

Susie J Hernandez
Name

January 05, 2016
Date



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-1D, AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Susie J Hernandez

Attachments: (Attachment description)
 Ordinance 2016-O-1D

Executive Summary:

The Brazosport Water Authority (BWA) increased their rate to member cities on October 1, 2015. BWA increased its rate by \$0.28 per 1,000 gallons for debt service issuances. To offset this cost increase, Ordinance 2015-O-10B, approved October 13, 2015, increased the city rate per 1,000 gallons by \$0.28. The increase was applied to the monthly base rate. The base rate was increased by \$0.56, since it includes the first 2,000 gallons of water use. A \$0.10 increase for operations was also included which was not incorporated into the rate increase at the time. Ordinance 2016-O-1D will offset this cost increase for Operations in the same manner.

The increases discussed above are for customers living inside the Angleton City limits. Per our Ordinance, rates for customers located outside the city limits are 25% higher. The following chart provides a comparison of existing city utility rates and the new proposed rates for customers living inside and outside the city limits. The actual Ordinance is attached to the Agenda action item.

CITY OF ANGLETON PROPOSED UTILITY RATES FOR FISCAL YEAR 2015/2016
Additional \$.10 per \$1,000 per gallons

Utility	Item	2015/2016 Rates		2015/2016 Rates	
		In City	Out City	In City	Out City
WATER					
Minimum Monthly Charge*					
	Residential	\$18.56	\$23.20	\$18.76	\$23.45
	Multi-Family (master meter)	\$17.50	\$21.88	\$17.70	\$22.13
	Commercial (ind. meter)	\$18.56	\$23.20	\$18.76	\$23.45
	Commercial (master meter)	\$17.50	\$21.88	\$17.70	\$22.13
Volume Rate (per 1,000 gallons)					
All customers - for usage above base allotment					
	1 to 8,000 gallons	\$5.44	\$6.80	\$5.54	\$6.92
	8,001 to 23,000 gallons	\$5.80	\$7.25	\$5.90	\$7.38
	23,001 to 48,000 gallons	\$6.16	\$7.70	\$6.26	\$7.82
	> 48,000 gallons	\$6.80	\$8.50	\$6.90	\$8.62
WASTEWATER					
Minimum Monthly Charge					
	Residential**	\$8.84	\$11.05	\$8.84	\$11.05
	Multi-Family (master meter)	\$10.19	\$12.74	\$10.19	\$12.74
	Commercial (ind. meter)	\$10.19	\$12.74	\$10.19	\$12.74
	Commercial (master meter)	\$10.19	\$12.74	\$10.19	\$12.74
Volume Rate (per 1,000 gallons)					
	Residential**	\$2.70	\$3.38	\$2.70	\$3.38
	Multi-Family (master meter)	\$3.52	\$4.40	\$3.52	\$4.40
	Commercial (ind. meter)	\$3.52	\$4.40	\$3.52	\$4.40
	Commercial (master meter)	\$3.52	\$4.40	\$3.52	\$4.40
Maximum Monthly Charge for Residential		\$43.94	\$54.93	\$43.94	\$54.93

* Monthly minimum charge includes 2,000 gallon base allotment.

** Residential bill is capped at 13,000 gallons.

Recommendation:

Approval is recommended by Administration and Staff.

Susie J Hernandez
Name

January 05, 2016
Date

AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** the City Council of the City of Angleton is legally empowered to regulate the utility rates charged to customers of its municipal systems; and
- WHEREAS,** the rates charged by the Brazosport Water Authority are increasing by 10 cents per 1,000 gallons of water for operations; and
- WHEREAS,** the City Council of Angleton, Texas, deems it necessary to increase city water usage rates by 10 cents per 1,000 gallons; and
- WHEREAS,** the City Council of Angleton, Texas, deems it necessary and appropriate to continue charging a rate equal to one and one quarter times (1.25) the inside city rates for customers living outside the city of Angleton; and
- WHEREAS,** it is in the best interests of the public health, safety and welfare that this amendment to the utility rates be made; and
- WHEREAS,** the City Council of Angleton, Texas, has conducted a public hearing providing adequate opportunity for interested residents and customers to be heard.

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

SECTION 1. That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

SECTION 2. That utility rate tables contained in Sections 26-71 and 26-72 of the Code of Ordinances, City of Angleton, Texas, are hereby amended to read as follows:

Section 26-71. Water/Sewer Rates – Inside City Service - The charges for water and sewer service to customers living inside the city limits shall be as shown below:

Inside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per 1000 gallons usage above base allotment				Max Mthly Charge
			0K to 8K	8K – 23K	23K-48K	over 48K	
Table I-Residential (ind. meter)	\$18.76	2000 gals	\$5.54	\$5.90	\$6.26	\$6.90	n/a
Table II-Multi-family (master meter)	\$17.70	2000 gals	\$5.54	\$5.90	\$6.26	\$6.90	n/a
Table III-Commercial (ind. meter)	\$18.76	2000 gals	\$5.54	\$5.90	\$6.26	\$6.90	n/a
Table IV-Commercial (master meter)	\$17.70	2000 gals	\$5.54	\$5.90	\$6.26	\$6.90	n/a

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$1.00 less than the amount stated.

Inside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per 1000 Gallons Usage		Max Mthly Charge
Table I-Residential (ind. meter)	\$8.84	0 gals		\$2.70	\$43.94
Table II-Multi-family (master meter)	\$10.19	0 gals		\$3.52	n/a
Table III-Commercial (ind. meter)	\$10.19	0 gals		\$3.52	n/a
Table IV-Commercial (master meter)	\$10.19	0 gals		\$3.52	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).				

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$1.00 less than the amount stated.

Outside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per 1000 gallons usage above base allotment				Max. Mthly Charge
			0K to 8K	8K – 23K	23K-48K	over 48K	
Table I-Residential (ind. meter)	\$23.45	2000 gals	\$6.92	\$7.38	\$7.82	\$8.62	n/a
Table II-Multi-family (master meter)	\$22.13	2000 gals	\$6.92	\$7.38	\$7.82	\$8.62	n/a
Table III-Commercial (ind. meter)	\$23.45	2000 gals	\$6.92	\$7.38	\$7.82	\$8.62	n/a
Table IV-Commercial (master meter)	\$22.13	2000 gals	\$6.92	\$7.38	\$7.82	\$8.62	n/a
Table V – Wholesale Water Rates	The rate for the purchase of “Wholesale Water” through a fire hydrant meter provided by the City or from other locations established and metered by the City shall be the same as Table III – Commercial (individual meter) under the Outside City Rate table.						

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$1.00 less than the amount stated.

Outside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per 1000 Gallons Usage		Max. Mthly Charge
Table I-Residential (ind. meter)	\$11.05	0 gals		\$3.38	\$54.93
Table II-Multi-family (master meter)	\$12.74	0 gals		\$4.40	n/a
Table III-Commercial (ind. meter)	\$12.74	0 gals		\$4.40	n/a
Table IV-Commercial (master meter)	\$12.74	0 gals		\$4.40	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).				

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$1.00 less than the amount stated.

SECTION 3. That if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Angleton in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 5. That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 6. That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in February, 2016.

PASSED AND APPROVED on this the 12th day of January, 2016.

RANDY RHYNE, Mayor

ATTEST:

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 2016-O-1E, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, CHAPTER 9, GARBAGE AND REFUSE, SEC. 9-21, SECTION 9A-RESIDENTIAL, GARBAGE AND REFUSE COLLECTION RATES; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Susie J Hernandez

Budgeted amount: N/A **Funds requested:** N/A **Fund:** N/A

Attachments: (Attachment description)
Ordinance No. 2016-O-1E

Executive Summary:

The increase to Recycling is to offset the cost of the Recycling Bags. The bags are purchased by the City and paid from the Recycling Income portion of the Solid Waste Billing. The increase will be \$0.14 per month resulting in a less than 1% increase to the current rates. The rate for Solid Waste Residential customers will be \$18.59.

Recommendation:

Approval is recommended by Administration and Staff.

Susie J Hernandez

January 05, 2016

Name

Date

ORDINANCE NO. 2016-O-1E

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, CHAPTER 9, GARBAGE AND REFUSE, SEC. 9-21, SECTION 9A-RESIDENTIAL GARBAGE AND REFUSE COLLECTION RATES; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2009, the City Council of the City of Angleton granted to Waste Connections, Inc., a franchise, license and privilege to collect, haul and dispose of municipal solid waste within the corporate limits of the City; and

WHEREAS, the cost of the Recycling Bags has increased and to be able to furnish the bags to our customers at 0 cost, a rate increase, resulting in a less than 1% increase to the rates currently being charged is requested; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this amendment to the garbage and refuse collection rates be effective January 12, 2016;

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

SECTION 1. That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

SECTION 2. That Section 9-21 of the Code of Ordinances, City of Angleton, Texas, is hereby amended to read as follows:

Effective January 12, 2016, all water customers located within the city limits of the City of Angleton, Texas, shall pay the rates for solid waste collection as shown in Exhibit "A".

SECTION 3. That Section 9-21 of the Code of Ordinances, City of Angleton, Texas, Exhibit "A" is hereby amended to read as follows:

Exhibit A – January 12, 2016

Customer Rates for Solid Waste Collection

(Rate charged to customer-includes Franchise Fee or Processing Fee)

Rates for Section 9A – Residential

Residential Monthly Cost	\$16.59
Recycling Monthly Cost	\$ 2.00
Total Residential Monthly Cost	\$18.59

SECTION 4. That if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Angleton in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 6. That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 7. That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in March, 2016.

PASSED AND APPROVED on this the 12th day of January, 2016.

RANDY RHYNE, Mayor

ATTEST:

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney



Application for Board or Commission Position

Name: Marian Goy Date: 11-24-15

Address: Angleton, Tx 77515

Employer name and address: retired

Phone Numbers: cell: _____ office: N/A home: _____

E-mail: _____

Board or Commission Applying for: Planning & Zoning

Tell us why you are interested (use additional pages if needed): _____

Worked on Board of Adjustments for almost 3 yrs. would love to become more involved -

Shelly If I can't serve on both committees - I prefer BOA - my

I understand that my appointment to the board or commission must be approved by that board or commission and City Council.

Signature: Marian Goy Date: 11-24-15



CITY COUNCIL AGENDA ITEM

Meeting Date: January 12, 2016

SUBJECT: Discussion and Possible Action on Approval of Waiving all City of Angleton Permit Fees for Brazoria County Community Development Department for Residential Rehabilitation at 724 Live Oak Street, Angleton, Texas.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Jennifer L. Crainer, HOME Specialist

Budgeted amount: **Funds requested:** **Fund:**

Attachments: (Attachment description)
 Letter from Brazoria County

Executive Summary:

Brazoria County Community Development Department will be performing residential rehabilitation for a resident at 724 Live Oak St. and are requesting that all permit fees be waived.

Recommendation:

Staff recommends approval of waiving all City of Angleton permit fees.

Shelly Deisher

Name

December 16, 2015

Date

NANCY FRIUDENBERG
DIRECTOR



JENNIFER CRAINER
ASSISTANT DIRECTOR

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT

DEPARTMENT

December 3, 2015

Council Members
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: Housing Rehabilitation – 724 Live Oak St, Angleton, 77515

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Rehabilitation for Thelma Hall who resides at 724 Live Oak, and has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Ms. Hall has chosen Clint Peltier Custom Homes as her contractor, and construction is targeted to start December 2015.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes. In the case that rehab is not feasible, Brazoria County reconstructs a new dwelling. These are HOME Program grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 5-15 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien.

If you have any questions, please feel free to call me at (979) 864-1220.

Sincerely,

Jennifer L. Crainer
HOME Specialist

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

Fax Number
(979) 864-1089



CITY COUNCIL AGENDA ITEM

Meeting Date: January 12, 2016

SUBJECT: Discussion and Possible Action on RESOLUTION NO. 2016-R-1A; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SETTING A DATE, TIME AND PLACE FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED ANNEXATION BY THE CITY OF ANGLETON, TEXAS, OF A 2.45 ACRE TRACT OF LAND OUT OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING A SUBDIVISION OF 85.026 ACRES OF LAND OUT OF 123.32 ACRES IN THE J DE J VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Paul O'Farrell, Property Owner

Budgeted amount:

Funds requested:

Fund:

Attachments: (Attachment description)

Petition and supporting documents

Executive Summary:

Property Owner, Paul O'Farrell, requested voluntary annexation of 2.45 acres of land adjacent to the city limits of Angleton. The property is located off Hwy 288B and is being annexed for opening of a retail business. State law requires that City Council approve a resolution setting the two public hearings before final annexation of this property. The two public hearings will be held January 26, 2016 at the regularly scheduled City Council meeting.

Recommendation:

Staff recommends approval.

Shelly Deisher

December 17, 2015

Name

Date

RESOLUTION NO. 2016-R-1A

A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SETTING A DATE, TIME AND PLACE FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED ANNEXATION BY THE CITY OF ANGLETON, TEXAS, OF A 2.45 ACRE TRACT OF LAND OUT OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING A SUBDIVISION OF 85.026 ACRES OF LAND OUT OF 123.32 ACRES IN THE J DE J VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paul O'Farrell, owner of 2.45 acres of land situated in the J. de J. Valderas League, Abstract No. 380, Brazoria County, Texas, has filed a petition requesting the City Council of the City of Angleton to extend the present city limits so as to include the above-described property; and

WHEREAS, said tract of land is contiguous and adjacent to the City of Angleton, Texas, and is not more than one-half mile in width; and

WHEREAS, before a municipality may institute annexation proceedings, the governing body must conduct two (2) public hearings;

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

Section 1. On the 26th day of January, 2016, at 6:00 p.m. in the City Council Chambers, 120 S. Chenango, Angleton, Texas, the City Council will conduct two (2) public hearings giving all interested persons the right to appear and be heard on the proposed annexation by the City of Angleton, Texas, of the following described property, to-wit:

2.45 ACRES OF LAND, SITUATED IN THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS ATTACHED AS EXHIBIT "A".

Section 2. The Mayor of the City of Angleton, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearings, in accordance with the Municipal Annexation Act.

Section 3. The meeting at which this Resolution was approved was a special meeting of the City Council, in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this 12th day of January, 2016.

CITY OF ANGLETON, TEXAS

RANDY RHYNE, MAYOR

ATTEST:

SHELLY DEISHER,
CITY SECRETARY

APPROVED AS TO FORM:

MARY KAY FISCHER,
CITY ATTORNEY

EXHIBIT A
TO PETITION REQUESTING
ANNEXATION BY AREA LANDOWNERS

Legal Description

ALL THAT CERTAIN 2.45 ACRE tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas being a Subdivision of 85.026 acres of land out of 123.32 acres in the J. De J. Valderas Survey, Abstract 380, Brazoria County, Texas; said 123.32 acres being conveyed to Paul O'Farrell, Trustee, by deed dated July 9, 1992 and recorded in Volume (92)1057, Page 919, of the Official Records of Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are lambert grid bearings and the distances are horizontal surface level lengths (S.F.=.99986903198) as follows:

COMMENCING at a 1/2" iron rod found for corner being located in the east right-of-way line of State Highway 288B, also being the northwest corner of Lot 2 of the Commercial State Bank Subdivision as recorded in Volume 21, Page 277-278 of the Plat Records of Brazoria County, Texas and also being the most westerly southwest corner of Tract 5 of said Angleton Commercial Subdivision No. 3;

THENCE along the easterly right-of-way line of said State Highway 288B along a curve to the left having a radius of 24,635.35 feet, arc length = 391.04 feet, delta = 00°54'34", a chord bearing of N 06°55'01" W and a chord distance of 391.04 feet to a 5/8 iron rod set for the southwest corner of proposed Lot 1 of the JW Subdivision out of aforementioned Angleton Commercial Subdivision No. 3;

THENCE N 87°09'14" E, coincident with the residue of said original Angleton Commercial Subdivision No. 3 and the south line of aforementioned proposed Lot 1, a distance of 494.32 feet to the **PLACE OF BEGINNING** of herein described 2.45 acre tract;

THENCE N 09°51'53"W, a distance of 352.66 feet to point for the northwest corner of herein described 2.45 acre tract and also being located in the north line of aforementioned proposed Lot 1;

THENCE N 87°09'14" E, coincident with the residue of said Tract 5 of Angleton Commercial S/D No. 3 and north line of aforementioned proposed Lot 1, a distance of 326.15 feet to a 5/8 inch iron rod set for the northeast corner of herein described 2.45 acre tract;

EXHIBIT A
TO PETITION REQUESTING
ANNEXATION BY AREA LANDOWNERS

Legal Description Continued

THENCE S 02°53'26" E, coincident with the Angleton Drainage District 4.13 acre Tract as described in Clerk's File Number 95-018772 of the Official Records of Brazoria County, Texas, a distance of 350.00 feet to a 5/8 inch iron rod set for the southeast corner of herein described 2.45 acre tract;

THENCE S 87°09'14" W, coincident with the residue of said Tract 5 of Angleton Commercial S/D No. 3 and the south line of proposed Lot 1, a distance of 283.33 feet to the **PLACE OF BEGINNING** and containing 2.45 acres more or less.



Area to be Annexed

Legend

 City Limits

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



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

City of Angleton GIS Mapping

1" = 479'



**AGREEMENT BETWEEN
BRAZORIA COUNTY
AND
CITY OF ANGLETON**

THIS AGREEMENT, entered in this 1st day of October, 2015 by and between Brazoria County (herein called the "Grantee") and City of Angleton (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. ACTIVITIES

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2015 Community Development Block Grant (CDBG) Program Consolidated Action Plan:

Angleton Waterline Improvements - The City will replace approximately 4,465 linear feet of existing 2" and 6" cast iron water line with 8" PVC water line, along with new fire hydrants along North Parrish, North Higgins and San Felipe in Angleton, Texas.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG National Program that will benefit at least fifty-one percent (51%) low/moderate income persons.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2015 and end on the 31ST day of December, 2016. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 months
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
 Total:	 <u>15 months</u>

The Grantee will monitor the performance of the Subrecipient against the performance standards and construction milestones as required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard

performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

IV. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two Hundred Sixty Five Thousand Dollars and No Cents (\$265,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Sixty Five Thousand Dollars and No Cents (\$265,000.00) or the amount received from HUD, whichever is less.

In addition, if the Grantee requires a detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

V. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Subpart C of OMB Circular A-110.

VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
L. M. "Matt" Sebesta, Jr., County Judge Brazoria County Brazoria County Courthouse 111 E. Locust, Suite 102A Angleton, Texas 77515	Randy Rhyne, Mayor City of Angleton 121 South Velasco Angleton, Texas 77515

VII. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal

Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain and "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

To the extent allowed by law, the Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract as may be required by state law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to One Hundred Thirty Thousand Dollars and No Cents (\$130,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements

and the bonding requirements as set forth in Subpart C of OMB Circular A-110, Procurement Standards.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 24 CFR 85.43(a). The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination's of the Scope of Service in Paragraph I (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 24 CFR 85.44 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 24 CFR 85.43(c) and are due back to grantee.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with Subpart C of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," OMB Circular A-87, "Cost Principles for State, local and Indian Tribal Governments" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such

records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570.502(a)(8) and 24 CFR 570.505, as applicable.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations" for governmental entities.

C. Additional Requirements

1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract

period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(3).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in this contract for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this contract.

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

D. Procurement of Materials, Property or Services

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Subpart C of OMB Circular A-110, Procurement Standards, and shall subsequently follow Subpart C of OMB Circular A-110, Property Management Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

3. Use and Reversion of Assets:

The Subrecipient shall use all CDBG assisted property acquired under this Agreement in accordance with Subpart J of 24 CFR 570.505 for a period of five (5) years following the date of the expiration of the Agreement between Brazoria County and the Subrecipient respective to the CDBG Program or the anticipated life of the property, depending on the property at the discretion of the CD Department. Unless specified otherwise within this Agreement, at the conclusion, cancellation, assignment or termination of this Agreement, the disposition of assets under this Agreement shall be in compliance with 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. Personal property and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property and equipment was acquired.
- b. Where there is a residual inventory of unused supplies in excess of \$5,000.00 in total aggregate fair market value in which the Subrecipient has vested title through acquisitions under this Agreement, and where there is no need for said supplies for any other federally sponsored programs or projects, the Subrecipient shall compensate Brazoria County for its share in compliance with 24 CFR 570.502(a)(9).
- c. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- d. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Contract in excess of \$25,000.00, unless otherwise specified in Scope of Services, shall be (a) used to meet one of the national objectives pursuant to Subpart C of 24 CFR 570.208 until five (5) years after the expiration of the Agreement between Brazoria County and the Subrecipient, respective to the approved CDBG Program, or (b) disposed of in a manner which results in Brazoria County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- e. If so specified in this Agreement, the Subrecipient may retain CDBG assisted real and personal property acquired under Brazoria County's CDBG Program after the expiration of the five-year period covered by 24 CFR 570.502, 24 CFR 570.503 and 24 CFR 570.505.

X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses,

nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all contract and subcontracts executed under this agreement;

§135.38 Section 3 Clause.

- A. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any contract with contractors and /or sub-contractors who have been debarred or prohibited from federal contracts.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontractors let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j).

XII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as will as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIII. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
Randy Rhyne

By: _____
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

Date: _____



CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON A “REQUEST FOR PROPOSALS” SOLICITING ASSISTANCE FROM EXECUTIVE SEARCH FIRMS.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Michael Stoldt

Attachments: (Attachment description)
 Executive Search Firm Request for Proposals

Executive Summary:

A “Request for Proposals” (RFP) for executive search firms has been prepared and is attached. The search firm will be used to select a new City Manager. The RFP includes a Scope of Work and Schedule of Activities for selecting a new City Manager. Under the proposed Schedule of Activities the new City Manager would be selected by Oct. 25, 2016 and begin work on December 1, 2016.

The RFP also includes an explanation of the firm selection process. Under the proposal the successful firm will be selected based on four criteria. The four criteria are: Compliance with RFP (10%), Qualification and Experience (35%), Merits of the Proposal (35%), and Cost of Service (20%). This project does not have to be awarded to the lowest bidder.

The Texas City Management Association (TCMA) provides a list of search firms known to do business with public sector organizations in Texas. The list includes a total of 16 companies, of which 10 are located in Texas. Unless City Council provides other directions, we will send the RFP to the 10 firms located in Texas.

Michael Stoldt
Name

Jan. 5, 2015
Date



**CITY OF ANGLETON, TEXAS
REQUEST FOR PROPOSALS**

**Executive Search Services for City Manager
January 13, 2016**

Contact Name:	Michael Stoldt	Shelly Deisher
	City Manager	City Secretary
	mstoldt@angleton.tx.us	sdeisher@angleton.tx.us
	979-549-4364 (ext. 2114)	979-549-4364 (ext. 2115)

Submission Deadline: Monday, February 8, 2016, 2:00 pm

Mail/Deliver To: City of Angleton
121 S. Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary
"Executive Search Firm Proposal"

BACKGROUND: The City of Angleton is a full service municipality with a population of approximately 20,000 residents. Angleton is located approximately 30 miles south of Houston and serves as the county seat for Brazoria County. The local economy has been growing due to the expansion of several large chemical plants (Dow Chemical, BASF and others) in southern Brazoria County. The current City Manager is retiring in 2017 and has worked for the City for approximately 10 years.

PURPOSE: The purpose of this solicitation is to secure services from an experienced Executive Search Firm to assist the City of Angleton in the recruitment and selection of a new City Manager.

SCOPE OF WORK AND EXPECTATIONS: The firm shall work closely with the City Council and their staff designees to recruit, interview and select a City Manager for the City of Angleton. Communication with City Council is expected at all steps in the process. At a minimum, the selected firm is expected to provide the following:

1. Meet with City Council, City Staff and Community Representatives to facilitate a discussion regarding the necessary qualifications, values, experience, expectations and educational background of the ideal candidate for this position.
2. Ascertain issues and priorities of the City Council, staff and community and the bearing that has on the qualifications sought in the new City Manager.
3. Prepare the appropriate "Recruitment Profile", based on what has been learned from meetings with the City Council, staff and community members.
4. Conduct the actual search and recruitment effort. Explain in detail the methods you will use to conduct this part of the recruitment process.
5. Receive and review the applications for the position maintaining appropriate confidentiality when requested and as allowed by law. Work

- with Search Committee to develop a list of Semi-Finalists for further investigation.
6. Evaluate Semi-Finalists by conducting a thorough telephone interview and/or questionnaire and preliminary background investigation to verify the qualifications of the candidates and prepare a written summary of the findings of the prequalification interview, listing the strengths and weaknesses of each candidate as they relate to the job specifications, minimum requirements and preferred qualifications for the position. Work with Search Committee to develop a list of Finalists for further investigation.
 7. Evaluate Finalists by conducting additional telephone and questionnaire interviews, a comprehensive background investigation including but not limited to: reference checking of current and/or previous employers, confirmation of educational background, review of social media, search for past newspaper articles concerning the candidate, a national criminal background, sex offenders, driver's license and credit history check.
 8. Submit to the City Council a written Candidate Summary of the findings and results from the interview and background investigation for each Finalist. The Candidate Summary shall include Consultant's personal insights of the candidate, the reasons why the candidate is looking for employment, the candidate's management style, bullets reflecting candidate strengths and weaknesses, last/current compensation, and any other specific information requested by City Council.
 9. Work with the City Council and staff to schedule interview sessions, prepare a list of questions and a rating form for interviews. Interview sessions must include an interview panel with City Council, City Staff and Community Representatives.
 10. Assist the City Council in evaluating the interviews, feedback, and comments to determine the top candidate.
 11. Once the top candidate is selected, help the City Council and candidate to negotiate a contract.

12. Provide timely notification and necessary follow-up to all candidates not selected for the position.

SCHEDULE OF ACTIVITIES: The following activities outline the process and schedule to be used to select an Executive Search Firm and appoint a new City Manager. This schedule may be altered after consultations with the Executive Search Firm selected by the City.

Executive Search Firm Selection

January 12, 2016	Council approves RFP
January 13-15	RFP's mailed out to identified Firms
January 17	1 st advertisement of RFP in local paper
January 24	2 nd advertisement of RFP in local paper
February 8	RFP submission deadline
February 9-16	Review of RFP's
February 16-22	Presentation of Search Firm Finalists (if requested)
February 23	Selection of Executive Search Firm

City Manager Selection (Preliminary)

March & April	Recruitment Profile Development
May 10	Council approval of Recruitment Profile
June & July	Conduct actual Search and Recruitment
July & August	Narrow candidate field and conduct background check
September 1	Submit short list of candidates to City Council
September 13	Council selects finalists for interviews
Sept. & Oct.	Conduct Interviews
Oct. 25	Council Selection of City Manager
Dec. 1	New City Manager begins

SELECTION PROCESS: The City reserves the right to accept or reject any or all proposals, to waive any and all informalities and technicalities, and to accept the offer considered to be in the best interest of the City of Angleton. Proposals will be evaluated based on the following criteria:

1. Compliance with RFP (10%)
2. Qualifications and Experience of Firm and Project Personnel (35 %)
3. Merits of the Proposal (35%)
4. Cost of Service (20%)

PROPOSAL SUBMISSIONS: Respondents shall submit one (1) original in a print and digital format. Each Proposal shall contain, at a minimum, the following:

A. Qualifications of Firm and Personnel

1. Name and address of consulting firm.
2. Brief description of your firm and its history.
3. Identify and provide a resume for the principal team member and assistants who will conduct the search, to include expertise directly related to the scope of services.
4. List of all projects by City, State and Position for last 12 months.
5. List of at least 6 references (including name of community, individual contact name, and telephone).

B. Merits of Proposal

1. Detailed proposal of the scope of work defining and outlining the services to be provided by the firm.
2. Project Schedule
3. A list of any additional activities and techniques that might be useful to incorporate into the recruitment and selection process.
4. Services or resources to be supplied by the City and any assumptions made in regards to the City's capabilities.

C. Cost of Service

1. A per item cost breakdown for all services, as well as a total cost for all services described.
2. A separate cost schedule itemizing reimbursable expenses not included in the total cost, and an estimate and proposed ceiling amount for each item of expense.

3. A per item cost breakdown for any additional activities and techniques described in item B.3 above.
 4. Number of meetings in Angleton on which the total cost is based.
 5. Any additional costs for which the City of Angleton may be invoiced that is not included in the costs listed above.
- D. The following attachments must be included with the Proposal
1. Conflict of Interest Questionnaire (available on city website).
 2. W-9 form for tax reporting purposes (with original copy only).

SUBMISSION DEADLINE: Proposals are due no later than 2:00 pm on Monday, February 8, 2015. Proposals shall be mailed or delivered to:

City of Angleton
121 S. Velasco
Angleton, Texas 77515
Attn: Shelly Deisher, City Secretary
"Executive Search Firm Proposal"

QUESTIONS REGARDING THIS RFP: All questions about the meaning or intent of this RFP must be submitted in writing at least five (5) days prior to the opening of bids. Interpretations or clarifications considered necessary by the City will be issued in writing at least 48 hours prior to the submission deadline. Questions concerning the services in this RFP shall be submitted in writing or by e-mail to:

Alyssa Deaton, Assistant City Secretary
121 S. Velasco, Angleton, Texas 77515
adeaton@angleton.tx.us

Each bidder is responsible for obtaining interpretations or clarifications issued by the City, which will be posted on the City of Angleton's website under the "Bid Notice" section for "Executive Search Firm Proposal".

ASSIGNMENT OF PROJECT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Request for Proposals. Accordingly, no part of this contract can be assigned to another vendor without the written consent of the City of Angleton.

REQUIRED INSURANCE: The successful vendor agrees to maintain Commercial General Liability insurance, Professional Liability insurance and Workers Compensation insurance throughout the duration of the project. Commercial General Liability and Professional Liability insurance policies shall have a general aggregate limit of \$1,000,000 and an occurrence limit of \$500,000. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and have an A.M. Best rating of B+ or better.



Texas City Management

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Executive Search Firms

This is a list of firms known to do business with public sector organizations in Texas. TCMA is providing this list for informational purposes and not as any form of endorsement.

Alliance Resource Consulting

George S. Castorena, Partner
 One World Trade Center, Suite 420
 Long Beach, CA 90831
 Phone: 562-901-0769
 Fax: 562-901-3082
 Cell: 720-837-5542
 E-mail: george.castorena@alliance-rc.com
 Web site: www.alliance-rc.com/

Affion Public

20 North Second Street, Suite 200
 Harrisburg, PA 17101
 Toll free: 888-321-4922
 Phone: 717-214-4922
 Fax: 717-703-3201
 E-mail: info@affionpublic.com
 Web site: www.affionpublic.com/

Caldwell Business Group

D. Scott Caldwell
 PO Box 19448
 Amarillo, TX 79114-9448
 Phone: 806.367.4176
 Fax: 806.553.1552

E-Mail: info@caldaughinc.com
Website: www.caldaughinc.com

Chris Hartung Consulting

G. Chris Hartung, Owner/President
P.O. Box 434
Bedford, Texas 76095
817-715-9693
E-mail: chris@3803.com

City Manager Solutions, Search Firm Alternative

Jim Rooney, CPBA
P.O. Box 891
Brady, Texas 76825
325.792.1148
E-mail: jrooney@citymanagersolutions.com
Web site: www.citymanagersolutions.com

Gerald Plock Associates, Inc.

7501 Stallion Circle
Flower Mound, TX 75022-6089
Phone: 817-464-4610
Fax: 817-491-7344
E-mail: g.plock@geraldplock.com
Web site: www.geraldplock.com

H C Smith, Ltd.

Herbert C. Smith, PhD,
President and CEO
20600 Chagrin Blvd., Suite 200
Shaker Heights, Ohio 44122-5334
Phone: 216-752-9966
Fax: 216-752-9970
E-mail: hcs@hcsllc.com
Web site: www.hcsllc.com

Johnson & Associates

Attn: Chloe Johnson
8308 Tecumseh Drive
Austin, Texas 78753-5745
Phone: 512-339-9000
Fax: 512-339-2876
E-mail: chloe@jandassociates.com
Web site: www.jandassociates.com

Keller Consulting Group

Government Consulting Services
Michael A. Keller
P.O. Box 393
Aransas Pass, Texas 78335
361-779-5501 mobile

361-758-9165 home
E-mail: marjorie@ellen.com@hunts.com

The Mercer Group, Inc.

Mr. James L. Mercer, President
551 W. Cordova Rd., Suite 726
Santa Fe, NM
Phone: 505-466-9500
Fax: 505-466-1274
Web site: www.mercer.com

The Par Group -- Paul A. Reaume, Ltd.

Robert A. Bczat
President
100 N. Waukegan Rd Ste 211
Lake Bluff, IL 60044
Phone: 847-234-0005
Fax: 847-234-8309
E-mail: info@pargroupllc.com

Ralph Andersen & Associates

5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
Phone: 916-630-4911
Fax: 916-630-4911
E-mail: info@ralphandersen.com
Web site: www.ralphandersen.com

Ray Associates, Inc.

Jim Ray, Principal
1305 San Antonio St.
Austin, Texas 78701
Phone: 512-478-4699
Fax: 512-478-1049
E-mail: info@rayassociates.com
Web site: www.rayassociates.com

Strategic Government Resources

Ron Holifield
Chief Executive Officer
P.O. Box 1642
Keller, TX 76244
Phone: 817-337-8581
Fax: 817-796-1228
E-mail: ron.holifield@strategicresources.com
Web site: www.strategicresources.com

Texas First Group Replacement Services, Inc.

Interim Management Services
Donald B. Davis, Partner
786 Shin Oak Way
Kerrville, Texas 78028

Executive Search Firms | Texas City Management Association

Phone: 830-895-9819
Cell: 254-965-0382
Fax: 830-895-7679
E-mail: kerry@kerry.com

Kerry R. Sweatt, Partner
P.O. Box 157
Leakey, Texas 78873
Phone: 830-232-5466
Cell: 210-275-4761
Fax: 830-232-6316
E-mail: kerry@kerry.com

Waters-Oldani Executive Recruitment

A division of The Waters Consulting Group, Inc.
Chuck Anderson, Senior VP
Chuck Rohre, Senior VP
14285 Midway Road, Ste 340
Addison, TX 75001
Phone: 972-481-1950
Fax: 972-481-1951
E-mail: chuck@waters-oldani.com
Web site: www.waters-oldani.com

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Texas City Management Association
4821 Hall Street, Suite 300
Leakey, Texas 78873
(830) 895-9819

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CITY COUNCIL AGENDA ITEM
Meeting Date: January 12, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE APPOINTMENT OF A COMMITTEE TO REVIEW AND SCORE PROPOSALS FROM EXECUTIVE SEARCH FIRMS.

Consent item Discussion item
 Discussion and possible action Public Hearing

REQUESTED BY: Michael Stoldt

Attachments: (Attachment description)
 None

Executive Summary:

Proposals from Executive Search Firms are due on February 8, 2016. Council can appoint a review committee to review and score the proposals or have the proposals reviewed and scored by all of the City Council.

Michael Stoldt
Name

Jan. 5, 2015
Date