1. 6:00 P.M. October 25 2016 City Council Meeting

Documents:

MASTER AGENDA 10-25-16.PDF

1.I. 6:00 PM Staff Reports October 25 2016

Documents:

STAFF REPORTS OCT 2016.PDF

City of Angleton, Texas
City Council Regular Meeting
Tuesday, October 25, 2016
@ 6:00 p.m.

The City of Angleton, Texas, City Council will conduct a Regular Meeting beginning at 6 p.m., Tuesday, October 25, 2016 at City Council Chambers, 120 S. Chenango, Angleton, TX, to consider the following agenda items.

1. Declaration of quorum and call to order.

2. Pledge of Allegiance.

3. Invocation led by the Mayor.

4. Approval of City Council Minutes from the meetings of September 20, 2016 Special Meeting and October 11, 2016 Special Meeting.

5. PRESENTATIONS: Keep Angleton Beautiful Yard and Business of the Month.

6. Citizens Wishing to Address Council.

7. Requests to Address Council Other Than Citizenry.

8. *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 items:
   - A) Approve Changing Traffic Direction to One-Way Streets on North and South Belle Drive for Halloween Night, October 31, 2016, from 5 pm to 9 pm; and
   - B) Purchase from HGAC Three (3) 2017 Chevrolet Tahoes with Police Packages for Patrol Division and One (1) Ford Police Interceptor with Police Package for Criminal Investigation Division Police Department Vehicles;
   - C) Purchase One (1) 2017 Ford F-150 Truck for Parks Department;
   - D) Quarterly Investment Report-September 2016;
   - E) Change Traffic Direction to One-Way Streets on Tracy, Karankawa and Shannon Streets for a Halloween Festival

Hosted by Life Foursquare Church on October 31 from 5 pm to 9 pm; and

F) Approve Agreement with HDR Engineering for Street Condition Assessment Planning Document.

9. CONSIDER AND APPROVE ORDINANCE NO. 2016-O-10F; AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ANGLETON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS AND THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES; AUTHORIZING THE PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO (Michael Stoldt, City Manager).

10. Presentation and Discussion of Solid Waste Services by Waste Connections.

11. Public Hearing on ORDINANCE NO. 2016-O-10B, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

12. Discussion and Possible Action on ORDINANCE NO. 2016-O-10B; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Michael Stoldt, City Manager).

13. Public Hearing on a request for a Specific Use Permit by Peach Street Farmers Market to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street, in the City of Angleton, Texas.

14. Discussion and Possible Action on a request for a Specific Use Permit by Peach Street Farmers Market to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street, in the City of Angleton, Texas (Michael Stoldt, City Manager).

15. Discussion and Possible Action on a plat for the H.W. Munson 2nd Subdivision, a plat of a 1.00 and a 1.68 acre tract being out of a 2.68 acre tract, all being out of Tract 13 of the H. H. Cornwall Survey, Abstract 180, Brazoria County, Texas (Michael Stoldt, City Manager).

16. Discussion and Possible Action on RESOLUTION NO. 2016-R-10B; 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 14.136 ACRE TRACT OF LAND IN THE T. S. LEE SURVEY, ABSTRACT NO. 318, BRAZORIA COUNTY, TEXAS, SAID 14.136 ACRE TRACT BEING SITUATED IN LOTS 9 AND 10 OF THE OLIVER AND BARROWS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND BEING A PORTION OF AN UNIMPROVED 60 FOOT RIGHT-OF-WAY AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF 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).

17. Discussion and Possible Action on RESOLUTION NO. 2016-R-10A; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ADOPTING THE UPDATED INVESTMENT POLICY FOR THE CITY OF ANGLETON; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Susie Hernandez, Finance Director).

18. Discussion and Possible Action on RESOLUTION NO. 2016-R-10C; 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 36.728 ACRE TRACT OF LAND IN THE J DE J VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS; SAID 36.728 ACRE TRACT BEING COMPOSED OF THE FOLLOWING FOUR TRACTS OWNED BY FIRST BAPTIST CHURCH OF ANGLETON: (1) A 2.435 ACRE PORTION OF THAT 3.223 ACRE TRACT CONVEYED FROM PAUL O'FARRELL, TRUSTEE BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2007067893 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T); (2) A 32.685 ACRE TRACT CONVEYED FROM THOMAS M. JONES, ET AL BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2007068028 OF THE O.R.B.C.T.; (3) A 0.218 ACRE TRACT CONVEYED FROM ANGLETON DRAINAGE DISTRICT BY DEED DATED DECEMBER 9, 2008 AND RECORDED

UNDER C.C.F. NO. 2008058131 OF THE O.R.B.C.T.; AND (4) A 1.390 ACRE TRACT CONVEYED FROM HARKINS KEE HOLDINGS, LP BY DEED DATED DECEMBER 26, 2009 AND RECORDED UNDER C.C.F. NO. 2009056871 OF THE O.R.B.C.T., BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 976 ANCHOR ROAD, 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).

19. Discussion and Possible Action on ORDINANCE NO. 2016-O-10D; AN ORDINANCE AMENDING SECTION 2-32 (MEETINGS) AND SECTION 2-34 (COUNCIL PROCEEDINGS) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS BY CHANGING THE REGULAR COUNCIL MEETINGS TO THE SECOND AND FOURTH TUESDAYS OF EACH CALENDAR MONTH; PROVIDING FOR CERTAIN REPORTS WHEN APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

20. Discussion and Possible Action on an Offer for Tax Resale of Property from the Property Tax Resale Committee of the Brazoria County Tax Office with Legal Descriptions of 1) Jackson (Angleton), Block 3, Lot 24, Acres 0.0727 (BCAD account no. 5321-0081-000 and 2) Jackson (Angleton), Block 3, Lot 25, Acres 0.727, Also Known as 525 W Ash St. (BCAD account no. 5321-0082-000) (Michael Stoldt, City Manager).

21. Discussion and Possible Action on a request from Anglia Homes to Extend a One Year Variance to the City of Angleton's Sign Ordinance of 40' to an existing sign, which was initially granted on June 23, 2015 (Karen Barclay, Building Services Department).

22. Discussion and Possible Action on RESOLUTION NO. 2016-R-10D; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS (Mary Kay Fischer, City Attorney).

23. Discussion and Possible Action on Appointing Five (5) Members to the Charter Review Commission (Shelly Deisher, City Secretary).

24. Discussion and Possible Action on ORDINANCE NO. 2016-O-10E; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING ORDINANCE NO. 2477, BY CHANGING THE LOCATIONS AND HOURS

THAT PARKING IS PROHIBITED ON ISABELLA BOULEVARD AND ADJACENT INTERSECTIONS NEAR ANGLETON JUNIOR HIGH SCHOOL DURING SCHOOL DAYS; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE. (David Ashburn, Chief of Police).

25. Discussion and Possible Action on an Agreement Between Union Pacific Railroad Company and the City of Angleton to Cancel and Supersede the Original Agreement dated August 29, 2001 and Govern the Use, Maintenance and Repair of the 19.5" Sanitary Sewer Pipeline for Transporting and Conveying Sewage Only, Located Across Union Pacific's Property (Jeff Sifford, Public Works Director).

26. 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 AND SEWER 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.

27. Discussion and Possible Action on ORDINANCE NO. 2016-O-10C; 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 AND SEWER 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 (Susie Hernandez, Finance Director).

28. **Reports of Boards & Commissions:**
Angleton Better Living Corporation
Angleton Parks Board
Senior Citizen Commission

29. **Staff Reports & Questions for Staff**
A) Building Services Reports
B) Economic Development and Tourism Report
C) Emergency Management Report
D) Fire Department Report
E) Keep Angleton Beautiful
F) Municipal Court Reports
G) Parks & Recreation Reports

H) Police Department Reports
I) Public Works Department Reports
J) Utility Department Reports

30. **Council Information (limited to items of community interest)**
Mayor Randy Rhyne
Mayor Pro Tem Hardwick Bieri (Position 1)
Councilman Williams Tigner (Position 2)
Councilman Wesley Rolan (Position 3)
Councilwoman Bonnie McDaniel (Position 4)
Councilman Cody Vasut (Position 5)

31. 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

State of Texas
County of Brazoria
City of Angleton

The City of Angleton, Texas City Council conducted a Special Meeting at 6 p.m., Tuesday, September 20, 2016, with the following in attendance:

Randy Rhyne	Mayor
Hardwick Bieri	Mayor Pro Tem/Councilman Position 1
Williams Tigner	Councilman Position 2
Wesley Rolan	Councilman Position 3
Bonnie McDaniel	Councilwoman Position 4
Cody Vasut	Councilman Position 5
OTHERS PRESENT:	
Michael Stoldt	City Manager
Mary Kay Fischer	City Attorney
Shelly Deisher	City Secretary
Susie Hernandez	Finance Director
David Ashburn	Chief of Police
Kacey Hamlet	Utility Dept. Supervisor
Will Blackstock	Parks & Rec Director
Karen Barclay	Building Services Supervisor
Jeff Sifford	Public Works Director
Chris Hogan	Fire Chief

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 6:00 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Invocation led by the Mayor.

4. Approval of City Council Minutes from the meetings of: August 23, 2016 Regular City Council Meeting, September 6, 2016 Special City Council Meetings and September 13, 2016 Special City Council Meetings.

   Motion by Mayor Pro Tem Bieri to approve the City Council Meeting Minutes from August 23, 2016 Regular City Council Meeting, September 6, 2016 Special City Council Meetings and September 13, 2016 Special City Council Meetings.
   Second by Councilman Rolan.

   Motion passes with 6 for; 0 against; 0 absent.

5. PRESENTATIONS:

A) Lion's Club International Peace Poster Contest Winners
B) Employee Appreciation;
C) Recognition of Angleton Recreation Center Life Guards; and
D) Keep Angleton Beautiful Yard of the Month (600 South Hancock) and Business of the Month (304 South Velasco).

6. Citizens Wishing to Address Council – James Mayhair discussed with council about the school traffic/school zone hours/no parking signs on Isabella Road. Referenced item #12 on the agenda.

7. Requests to Address Council Other Than Citizenry – none.

CONSENT AGENDA:

8. 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 items:
A) Ratify Accounts Payable for August, 2016 and
B) Variance to the Peddler's Ordinance No. 2015-O-6E, Renewing Sharon Flowerree's License to Operate One (1) Ice Cream Delivery Truck for One Year with a Permit Fee of $250.00.

Motion by Councilman Rolan to approve the consent agenda; Second by Councilman Vasut.

Motion passes with 6 for 0 against; 0 absent.

9. DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-9D; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING ORDINANCE NO. 2477, BY CHANGING THE LOCATION AND HOURS THAT PARKING IS PROHIBITED ON A PORTION OF ISABELLA BOULEVARD NEAR ANGLETON JUNIOR HIGH SCHOOL DURING SCHOOL DAYS; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Note: Council moved this item closer to the beginning of the

meeting.

Motion by Councilman Rolan to table this item;
Second by Councilwoman McDaniel.

Motion passes with 6 for; 0 against; 0 absent.

10. DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-9A; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, ADOPTING THE 2016-2017 FISCAL BUDGET OF THE CITY OF ANGLETON, TEXAS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017; AND DECLARING AN EFFECTIVE DATE. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $396,039 OR 6.79%, AND OF THAT AMOUNT, $85,266 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR (Michael Stoldt, City Manager).

Motion by Councilman Rolan to adopt the 2016-2017 Proposed Budget with the changes shown on the attached sheets labeled "2016-2017 Proposed Budget – City Manager's Recommended Budget Adjustments" for the General Fund (01), Street Fund (02), Water Fund (03), Capital Expense Revolving Fund (123), KAB Fund (13), 2013 CO Fund (120) and the Shanks Road Fund (57). Approval of Ordinance 2016-O-9A, will raise more total property taxes than last year's budget by $396,039 or 6.79%, and of that amount, $85,266 is tax revenue raised from new property added to the tax roll this year.
Second by Councilwoman McDaniel.

Discussion by Mayor Pro Tem Bieri.

Roll Call Vote:

Mayor Randy Rhyne:	__x___ FOR	_____AGAINST
Mayor Pro Tem Bieri	__x___ FOR	_____AGAINST
Councilman Tigner	__x___ FOR	_____AGAINST
Councilman Rolan	__x___ FOR	_____AGAINST
Councilwoman McDaniel	__x___ FOR	_____AGAINST
Councilman Vasut	__x___ FOR	_____AGAINST

Motion passes with 6 for; 0 against; 0 absent.

11. DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-9B, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE ADOPTION OF THE 2016-2017 FISCAL BUDGET OF THE CITY OF ANGLETON, TEXAS FOR THE FISCAL

YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 WHEN THE BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET; AND PROVIDING AN EFFECTIVE DATE.

Motion by Councilman Rolan to approve Ordinance 2016-O-9B ratifying the adoption of the 2016-2017 Fiscal Budget, which will raise more revenue from property taxes than last year's budget;
Second by Councilman Tigner.

Roll Call Vote:

Mayor Randy Rhyne:	__x___ FOR	_____AGAINST
Mayor Pro Tem Bieri	__x___ FOR	_____AGAINST
Councilman Tigner	__x___ FOR	_____AGAINST
Councilman Rolan	__x___ FOR	_____AGAINST
Councilwoman McDaniel	__x___ FOR	_____AGAINST
Councilman Vasut	__x___ FOR	_____AGAINST

Motion passes with 6 for; 0 against; 0 absent.

12. DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-9C, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, LEVYING THE AD VALOREM PROPERTY TAX OF THE CITY OF ANGLETON, TEXAS, FOR THE YEAR 2016 ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY ON JANUARY 1, 2016, AND ADOPTING A TAX RATE FOR 2016; PROVIDING REVENUES FOR PAYMENT OF CURRENT MUNICIPAL MAINTENANCE AND OPERATING EXPENSES AND FOR PAYMENT OF INTEREST AND PRINCIPAL ON OUTSTANDING CITY OF ANGLETON DEBT; PROVIDING FOR LIMITED EXEMPTIONS OF CERTAIN HOMESTEADS; PROVIDING FOR ENFORCEMENT OF COLLECTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Motion by Mayor Pro Tem Bieri that the Property Tax Rate be increased by the adoption of a tax rate of $0.707598, which is effectively a 6.06 percent increase in the tax rate, by approving Ordinance No. 2016-O-9C;
Second by Councilman Rolan.

Roll Call Vote:

Mayor Randy Rhyne:	__x___ FOR	_____AGAINST
Mayor Pro Tem Bieri	__x___ FOR	_____AGAINST
Councilman Tigner	__x___ FOR	_____AGAINST
Councilman Rolan	__x___ FOR	_____AGAINST

Councilwoman McDaniel	__x___ FOR	_____AGAINST
Councilman Vasut	__x___ FOR	_____AGAINST

Motion passes with 6 for; 0 against; 0 absent.

13. Discussion and Possible Action on ORDINANCE NO. 2016-O-9E; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, GRANTING A SPECIFIC USE PERMIT TO ALLOW CONSTRUCTION OF A NON-RESIDENTIAL ACCESSORY BUILDING IN THE CBD-CENTRAL BUSINESS DISTRICT LOCATED AT 305 EAST MULBERRY STREET, WITH A LEGAL DESCRIPTION OF MOORE & MILLER ADDN (ANGLETON), BLOCK 37, LOT 1 TO 5, IN THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS; 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.

Motion by Mayor Pro Tem Bieri to approve Ordinance No. 2016-O-9E;
Second by Councilwoman McDaniel.

Motion passes with 6 for; 0 against; 0 absent.

14. Discussion and Possible Action on Canceling the Regular City Council meeting scheduled for September 27, 2016, the City Council Workshop scheduled for October 11, 2016, the regular City Council meeting scheduled for November 22, 2016 and the regular City Council meeting scheduled for December 27, 2016.

Motion by Mayor Pro Tem Bieri to approve canceling all meetings listed above,
Second by Councilman Tigner.

Motion passes with 6 for; 0 against; 0 absent.

15. Discussion and Possible Action on an Agreement Between the City of Angleton and HDR Engineering for Professional Services for Design, Bid and Construction Administration Services Related to the 2016 Sidewalk Improvements Phase I.

Michael Stoldt stated this agreement would be for engineering, design and bidding for Northridge sidewalks as well as site representation and urban forestry.

Motion by Councilman Rolan to approve the agreement with HDR for Professional Services for design, bid and construction

administration services related to 2016 sidewalk improvements Phase I;
Second by Councilman Vasut.

Motion passes with 6 for; 0 against; 0 absent.

16. Discussion and Possible Action on Ordinance No. 2016-O-9F; AN ORDINANCE APPROVING "THE 2016 CLASSIFICATION AND PAY RANGE SCHEDULE" FOR THE CITY OF ANGLETON AND PROVIDING A NEW JOB DESCRIPTION FOR THE "ECONOMIC DEVELOPMENT AND TOURISM DIRECTOR"; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Motion by Councilman Rolan to approve Ordinance No. 2016-O-9F,
Second by Councilwoman McDaniel.

Motion passes with 6 for; 0 against; 0 absent.

17. Reports of Boards & Commissions:
Angleton Better Living Corporation – meets next week.
Angleton Parks Board – meets next week.
Senior Citizen Commission – met and have a lot of events planned including a party in November.

18. Staff Reports & Questions for Staff
A) Building Services Reports
B) Economic Development and Tourism Report
C) Emergency Management Report
D) Finance Department Reports
E) Fire Department Report
F) Keep Angleton Beautiful
G) Municipal Court Reports
H) Parks & Recreation Reports
I) Police Department Reports
J) Public Works Department Reports
K) Utility Department Reports

19. Council Information (limited to items of community interest)
Mayor Randy Rhyne – Worldwide Day of Play is Saturday, Sept. 24 with the Rec Center pool opening from 8 a.m. to 8 p.m. Following swimming, the Movie Under the Stars (Little Giants) begins at dusk; Regular City Council meeting for September 27 is canceled; Tuesday, October 4 – Neighbor's Night Out – Contact Cameron Parsons at Angleton PD if you are interested in participating; October 11 there will be no council workshop or special meeting; Fair parade is October 15 and Fair week is Oct.

14th through 22nd.
Mayor Pro Tem Hardwick Bieri – nothing.
Councilman Williams Tigner – nothing.
Councilman Wesley Rolan – nothing.
Councilwoman Bonnie McDaniel – nothing.
Councilman Cody Vasut – discussed about how the postings and statements regarding the budget that are required by law are not demonstrative of the actual budget. Good job to staff for lowering the tax rate.

20. Council Adjourned Into Executive Session at 8:02 p.m. as Authorized by:
A) Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) to discuss or deliberate regarding commercial or financial information that the governing body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect, with possible discussion and action related thereto in open session; and
B) Texas Government Code Section 551.071, (Consultation with Attorney) to seek advice of its attorney on legal matters subject to the attorney-client privilege, with possible discussion and action related thereto in open session.

Action out of executive session: None.

21. Adjourn at 8:45 p.m.

_____
Randy Rhyne, Mayor

_____
Shelly Deisher, City Secretary

State of Texas
County of Brazoria
City of Angleton

The City of Angleton, Texas City Council conducted a Special Meeting at 6 p.m., Tuesday, October 11, 2016, with the following in attendance:

Randy Rhyne	Mayor
Hardwick Bieri	Mayor Pro Tem/Position 1
Williams Tigner	Councilman Position 2
Wesley Rolan	Councilman Position 3
Bonnie McDaniel	Councilwoman Position 4
Cody Vasut	Councilman Position 5

OTHERS PRESENT:

Michael Stoldt	City Manager
Mary Kay Fischer	City Attorney
Shelly Deisher	City Secretary
Susie Hernandez	Finance Director

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 6:00 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Invocation led by Councilman Vasut.

4. PRESENTATION:

5. Citizens Wishing to Address Council – Larry Shaefer discussed violations at 700 West Mulberry.

6. Requests to Address Council Other Than Citizenry: none.

7. Discussion and Possible Action Authorizing the City of Angleton, Through its City Manager, to Acquire a 1.25 Acre and a 1.47 Acre Tract of Land for Shanks Road Construction Purposes.

   Motion by Mayor Pro Tem Bieri to authorize the City of Angleton through its City Manager to acquire a 1.25 acre and a 1.47 acre tract of land for Shanks Road Construction Purposes;
   Second by Councilman Rolan.

   Motion passes with 6 for; 0 against; 0 absent.

8. Discussion and Possible Action on an Agreement Between the City of Angleton and IPS Advisors for Benefits Consulting Services and Authorizing the City Manager to Execute the Agreement.

   Motion by Mayor Pro Tem Bieri to approve an Agreement between the City of Angleton and IPS Advisors for benefits consulting services and authorize the city manager to execute the agreement;
   Second by Councilman Vasut.

   Motion passes with 6 for; 0 against; 0 absent.

9. Council adjourned into Executive Session at 6:36 p.m. as authorized by Texas Government Code Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, with possible discussion and action related thereto in open session.

   Council reconvened into open session at 7:14 p.m.

   Action out of Executive Session: None.

10. Adjourn at 7:15 p.m.

_____

Randy Rhyne, Mayor

_____

Shelly Deisher, City Secretary

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Presentation of October 2016 Yard and Business of the Month

__ Consent item
__ Discussion and possible action
X Discussion item
__ Public Hearing

REQUESTED BY: Geri Gonzales

Attachments: October 2016 Yard and Business of the Month PowerPoint to follow

Executive Summary: Board members of Keep Angleton Beautiful would like to present the yard and business of the month winners for the month of October. The yard is 1032 Grove Drive and the business is 328 Cemetery Road.

Recommendation:

Name **Date**

CITY COUNCIL
AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Consent to Approve Changing Traffic Direction to One-Way Streets on North and South Belle Drive for Halloween Night, October 31, 2016, from 5pm to 9 pm.

_X_ Consent item
___ Discussion and possible action
__ Discussion item
___ Public Hearing

REQUESTED BY: Residents of Belle Streets (representative, Tracy Delesandri)

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

Attachments: (Attachment description)

Executive Summary:
Residents of North and South Belle have requested that the following roadways be temporarily marked one way on October 31 from 5 to 9 pm to allow better traffic control.

Trick or treaters have grown greatly in number. The last two years council approved the change of traffic direction and the evening was much more organized. The residents are asking to make North Belle Drive an entrance and South Belle Drive an exit. Chief of Police David Ashburn has been notified of the request.

Recommendation:

Shelly Deisher
Name

October 11, 2016
Date

CITY COUNCIL AGENDA ITEM

Meeting Date: Tuesday, October 25, 2016

SUBJECT: 1. Request consent regarding the purchase of (3) 2017 Chevrolet Tahoes with Police Packages for Patrol Division and (1) Ford Police Interceptor with Police Package for the Criminal Investigation Division all to be purchased through HGAC.

_X_ Consent item
__ Discussion item
__ Discussion and possible action
__ Public Hearing

REQUESTED BY: Chief David Ashburn

Budgeted amount: $197,285.00 **Funds requested: $123,393.50** **Fund: 01-525-621**

Attachments:
1. HGAC Worksheets

Executive Summary:
We are requesting consent to purchase (3) three 2017 Chevrolet Tahoes Police Package $32,435.00.00 each for a total of $97,305.00 with $600.00 HGAC fee making them ($32,635.00 each) totaling $97,905.00 and (1) Ford Police Interceptor for CID in the amount $25,488.50 making the combined grand total $123,393.50. These are to be purchased through HGAC.
See attachment

Recommendation:
We are questing approval of the purchase of the 3 new Chevrolet Tahoe Police Units and the CID Ford Interceptor to be purchased through HGAC.

David Ashburn
Name

October 18, 2016
Date

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-15	Date Prepared:	10/18/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF ANGLETON	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	LT. CHRIS DAHLSTROM	Prepared By:	AVERYT KNAPP
Phone:	979-849-2383 / C-979-481-0049	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	CDAHLSTROM@ANGLETONPD.NET	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 31969

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	490		
CLOTH BUCKET 9U3	INCL		
VINYL REAR BENCH 5T5	INCL		
HGAC PUBLISHED OPTION DISCOUNT	-24		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	466

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	32435	=	Subtotal D:	97305

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		CUSTOMER PICKUP	INCL
		EXTERIOR COLOR WHITE	INCL
		Subtotal F:	0

Delivery Date:	60-90 DAYS APPX	G. Total Purchase Price (D+E+F):	97905

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-15	Date Prepared:	

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	ANGLETON POLICE DEPARTMENT	Contractor:	Sam Pack's Five Star Ford
Contact Person:	LT. CHRIS DAHLSTROM	Prepared By:	KEVIN MOORE
Phone:		Phone:	888.835.3389
Fax:	979-481-0049	Fax:	972.245.5278
Email:	cdahlstrom@angletonpd.net	Email:	bidtx@spford.com

Product Code:	E16	Description:	2017 Ford Police Interceptor - Utility - OUT OF STOCK PURCHASE

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	22687

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUX CLIMATE CONTROL	610		
CARGO DOME LAMP	50		
SYNC SYSTEM	295		
LED DRIVER SIDE SPOTLAMP	420		
POWER HEATED MIRROR	60		
KEYLESS ENTRY	260		
COURTESY LAMP DISBLE	20		
NOISE SUPRESSION STRAPS	100		
REAR TAIL LAMP PREP	60		
REVERSE SENSING	275		
		Subtotal From Additional Sheet(s):	
LED CUTOUT FRONT HEADLAMP ASSEMBLY	125	Subtotal B:	2275

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	24962	=	Subtotal D:	24962

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount on options	-73.5	Delivery @ 2.75 per mile (320) customer pickup	
Floorplan & Insurance - DAYS 30 $*.0015068=xdays		VIN:	
		Subtotal F:	-73.5
Delivery Date:		G. Total Purchase Price (D+E+F):	25488.5

CITY COUNCIL
AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and possible action on accepting bid for Parks Dept Truck

___ Consent item
_x_ Discussion and possible action
___ Discussion item
___ Public Hearing

REQUESTED BY: Will Blackstock, Parks & Recreation Director

Attachments: 3 bids for equipment

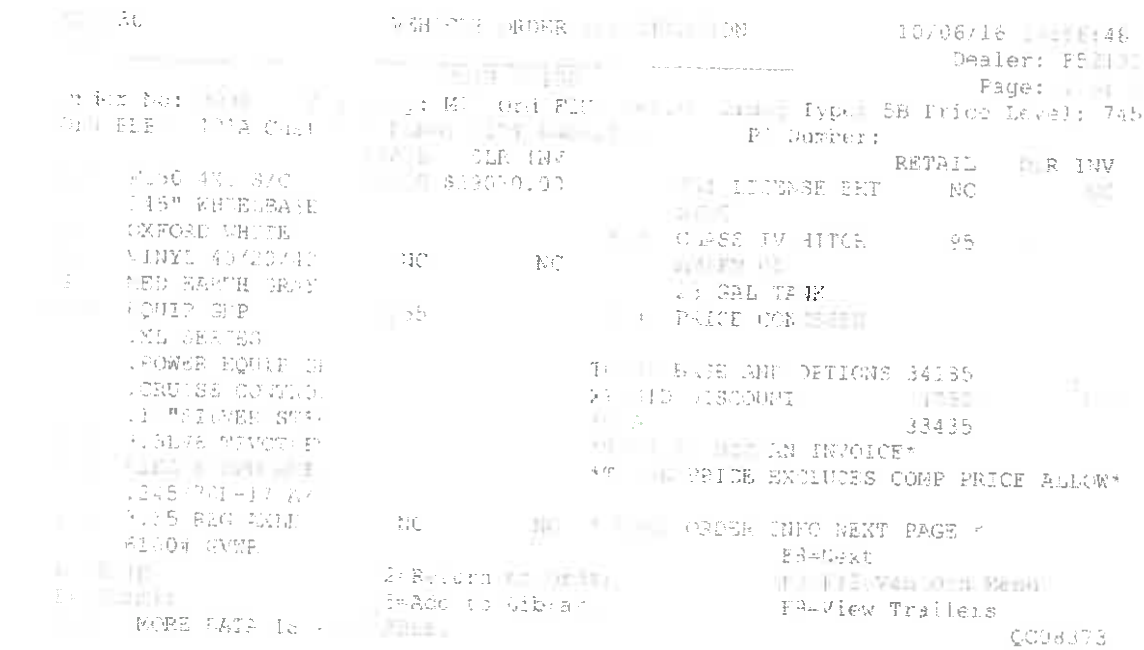
Executive Summary: The Parks Department budgeted to purchase 1 new truck this year, 2016-2017. I have collected 3 bids for the purchase of the truck.

The low bid was from Gulf Coast Ford here in Angleton. It was actually lower than the BuyBoard price.

Recommendation: Staff recommends accepting the bid from Gulf Coast Ford to purchase truck for Parks Dept.

Will Blackstock
Name

October 13, 2016
Date



Gulf Coast
www.gulfcoast.net

Don C. Thompson
713-422-7200 Office
888-828-7200 Toll Free
713-422-7260 Fax
979-848-7648 Cell
domthompson@gulfcoast.net

3000 N. 288 Freeway
Angleton, TX 77515

Total Price
$24,640.00

CALDWELL COUNTRY
FORD & CHEVROLET
BUYBOARD BID 430-13

End User: CITY OF ANGLETON
Contact: JEFF SIFFORD
Phone/email: 979-849-4364x5101/jsifford@angleton.tx.us
Product Description: FORD F-150 4X2

Caldwell Rep: AARON WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Tuesday, May 24, 2016
email: aaron@caldwellcountry.com

A. Bid Series: 111 — A. Base Price: $ 19,939.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1C	2017 EXTENDED CAB 6.5FT BED	$ 2,976.00	85A	POWER WINDOWS & LOCKS	$ 1,111.00
	A/C & HEAT; AM/FM RADIO	INCL		KEYLESS ENTRY	INCL
	2.7L GAS ECOBOOST V6	INCL			
	6-SPD AUTOMATIC	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			
	163" LONG BED	INCL			

Total of B. Published Options: $ 4,087.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED IN 90-120 DAYS	DELIVERY
		2017 ORDER BANK OPENS 7-18-16	NOTE
		2017 BUILDS START 10-24-16	NOTE

Total of C. Unpublished Options: $ -

D.	Pre-delivery Inspection:	$ -
E.	Texas State Inspection:	$ -
F.	Manufacturer Destination/Delivery:	
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$ -
H	Lot Insurance (for in-stock and/or equipped vehicles):	$ -
I.	Contract Price Adjustment:	$ -
J.	Additional Delivery Charge: 174 miles	$ 321.90
K.	Subtotal:	$ 24,347.90
L.	Quantity Ordered 1 x K =	$ 24,347.90
M.	Trade in:	
N.	BUYBOARD FEE PER PURCHASE ORDER	$ 400.00
O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE	$ 24,747.90

FI9C0Q Purchase Information Screen YF-FI

	Deal No:	200060	17)	ESP:	
1)	Contract Date:	06/23/16	18)	CL/A&H Code/Amt:	NO
2)	Fin Inst:		19)	Total Tax Amount:	
3)	Slpr 1:		20)	TIRE AND WHEEL:	
4)	Cust Name:	deal example	21)	AUTO ARMOUR:	
5)	Stock Number:		22)	KEY REPLACEMENT:	
6)	Cash Price:	$ 31,771.28	23)	APR:	
7)	Cash Down:		24)	Term:	
8)	Trade Info:		25)	DaysTo/1stPmtDate:	06/23/16
9)	Rebate:	$ 6,000.00	26)	Payment:	$ 25,771.28
	Total Down:	$ 6,000.00		Days in Stock:	
10)	Doc Fee:			Sale Subtotal:	$ 25,771.28
11)	License Fee:			Total Financed:	$ 25,771.28
12)	Title Fee:			Finance Charge:	
13)	State Inspection:			Total Other Charges:	
14)	BFI Express Code:			Total of Payments:	$ 25,771.28
15)	GAP Insurance:			Deferred Price:	
16)	Aftermarket Items:			Unpaid Balance:	$ 25,771.28

Command:

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

Yaklin Ford

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25th, 2016

SUBJECT: Quarterly Investment Report as of September 30, 2016

_X_ Consent item
____Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Chris Thomas

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

Attachments: (Attachment description)
September 30, 2016 Quarterly Report Power Point

Executive Summary:
Attached is the Quarterly Investment Report for the 4th quarter of the 2016 Fiscal Year as of September 30, 2016. City funds are divided between four banks (Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase Bank, First State Bank) and three governmental investment pools (TexPool, Lone Star, TexSTAR). The City also has a certificate of deposit through First State Bank which will mature on November 26, 2016. The overall total of the portfolio decreased as property tax payments are not strong in Q4 and construction costs for projects were paid during the quarter. A bond issue and a debt issue account were closed and the remaining funds from these accounts were dispersed to other accounts.

The City's current Investment Policy sets an interest rate goal equal to that of a 91-day treasury bill. The average rate during the 4th quarter for a 91-day treasury bill was .2956%. Some of the City's accounts with fixed interest rates did not reach this benchmark. However, the safety of principal and diversity of funds are primary goals for investment and most of the portfolio is invested in accounts that are close to or above this percentage.

Recommendation:

Approval of the Quarterly Investment Report as of September 30, 2016

Chris Thomas **10/18/2016**

Name **Date**

INVESTMENT REPORT

FISCAL YEAR 2016
4th QUARTER
AS OF 9-30-16

BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2016 1st Quarter As of Dec 31, 2015	FY 2016 2nd Quarter As of March 31, 2016	FY 2016 3rd Quarter As of June 30, 2016	FY 2016 4th Quarter As of Sept 30, 2016	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	TEXAS GULF BANK	$24,378.86	$23,274.20	$23,046.15	$210,890.92	$187,844.77	0.0502%
Pool Cash (City Funds)	WELLS FARGO	$2,506,446.96	$2,540,589.05	$2,542,270.36	$3,000,789.14	$458,518.78	0.1895%
Pool Cash (City Funds)	FSB - LOUISE	$6,351,524.58	$6,610,245.90	$3,712,833.45	$2,127,671.14	($1,585,162.31)	0.2507%
Pool Cash (Emergency Funds)	FSB - LOUISE	$453,625.36	$1,500,618.22	$1,502,489.64	$2,004,390.84	$501,901.20	0.5014%
General Account (City Funds)	TEX POOL	$50,069.46	$50,106.75	$50,150.12	$50,197.45	$47.33	0.3755%
JPMorgan Chase Bank	CHASE	$217,035.24	$221,906.36	$212,936.10	$207,484.89	($5,451.21)	0.0000%
General Account (City Funds)	TEX STAR	$0.00	$0.00	$1,411,976.61	$1,413,399.09	$1,420.48	0.4002%
Series 2005 Bond Issue	TEX STAR	$191,794.13	$191,042.50	$192,122.56	$192,315.84	$193.28	0.4002%
Series 2008 Bond Issue	TEX POOL	$187,681.53	$187,821.23	$187,983.75	$0.00	($187,983.75)	0.5758%
2013 Debt Issue	LONE STAR	$1,923,418.84	$924,717.64	$925,915.18	$927,297.43	$1,382.25	0.5939%
2015 Bond Issue	WELLS FARGO	$4,502,986.19	$4,505,041.09	$2,249,919.72	$1,832,601.81	($417,317.91)	0.1895%
2015 Debt Issue	WELLS FARGO	$21,583.93	$21,594.10	$21,604.28	$0.00	($21,604.28)	0.1880%
Certificate of Deposit (6 months)	FSB - LOUISE	$0.00	$0.00	$800,000.00	$802,038.36	$2,038.36	1.0000%
City Funds Subtotal		**$16,430,545.10**	**$16,777,857.04**	**$13,833,249.94**	**$12,769,076.91**	**($1,064,173.03)**	
Liquidity Plus Fund (ABLC)	LONE STAR	$50,693.22	$50,748.15	$50,813.87	$50,889.73	$75.86	0.5939%
Bank Account (ABLC)	FSB - LOUISE	$226,500.65	$812,708.22	$1,187,801.21	$1,118,973.30	($68,827.91)	0.2507%
Bank Account (ABLC)	TEXAS GULF BANK	$463,377.41	$51,808.92	$51,835.57	$51,842.11	$6.54	0.0502%
ABLC Subtotal		**$740,571.28**	**$915,265.29**	**$1,290,450.65**	**$1,221,705.14**	**($68,745.51)**	
Police Seizure Account	TEXAS GULF BANK	$6,616.07	$6,616.07	$6,616.07	$6,616.07	$0.00	0.0000%
Drug Investigation Acct	TEXAS GULF BANK	$3,326.27	$3,328.60	$3,330.31	$3,330.73	$0.42	0.0502%
Police Special Subtotal		**$9,942.34**	**$9,944.67**	**$9,946.38**	**$9,946.80**	**$0.42**	
Hotel/Motel Bank Account	TEXAS GULF BANK	$4,082.58	$4,085.44	$4,087.54	$4,088.06	$0.52	0.0506%
Hotel Subtotal		**$4,082.58**	**$4,085.44**	**$4,087.54**	**$4,088.06**	**$0.52**	
Total Cash Investments		**$17,185,141.30**	**$17,707,152.44**	**$15,137,734.51**	**$14,004,816.91**	**($1,132,917.60)**	
				91 Day Treasury Bill			**0.2956%**

(City Funds - General Fund, Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

The investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevent provisions of Chapter 2256 of the Local Government.

Susie C Hernandez, Investment Officer

Michael W. Stoldt, Investment Officer

Christopher Thomas, Investment Officer

Investment Report
September 30, 2016

- The City funds are divided between seven financial institutions: Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase, First State Bank, TexPool, Lone Star, and TexSTAR governmental funds.

- The City's current Investment Policy sets an interest rate goal equal to that of a 91-day treasury bill. This goal provides a benchmark for yield. Safety of principal is the foremost goal, so the treasury bill interest rate helps to identify account transfer possibilities in order to earn a greater yield.

Investment Report
September 30, 2016

- Funds deposited in banking accounts generally have a fixed interest rate and will not fluctuate if the federal interest rates increase or decrease. This is beneficial if interest rates drop, but these accounts can fall behind the 91-day treasury bill benchmark should interest rates rise.

- The City's accounts with Wells Fargo are also at a fixed rate and will resemble banking accounts. As safety of principal and diversity are keys, keeping funds in these accounts is preferable as long as variable interest rates do not rise too high.

Investment Report
September 30, 2016

- The accounts at Texas Gulf Bank remain open, but funds have been transferred to other sources where possible in order to gain a better interest rate.

- The JPMorgan Chase account earns no interest. This account is used for credit card payments only and maintains an even balance when possible. The Seizure account earns no interest in accordance with state laws.

Investment Report
September 30, 2016

- Part of the portfolio is a 6-month certificate of deposit that has a maturity date of November 26, 2016. This CD is earning a constant 1% interest yield.

- Investment pools are part of the portfolio as well. TexPool, TexSTAR, and Lone Star all have a Standard and Poor's rating of AAA-m. This is the rating required in order to use an investment pool as a source of interest. Should these ratings fall below an acceptable level, those funds will be reallocated.

Investment Report
September 30, 2016

- Two accounts were closed this past quarter. The remaining funds were transferred to other accounts.

- The investments reported this quarter comply with the City's investment policy as well as state codes. The primary goals of safety of principal as well as diversity are being met. At the same time, interest rates are comparable to the City's benchmark amounts provided by the 91-day treasury bill.

CITY COUNCIL
AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Consent to Changing Traffic Direction to One-Way Streets on Tracy, Karankawa and Shannon Streets for a Halloween Festival Hosted by Life Foursquare Church on October 31 from 5 pm to 9 pm.

_X_ Consent item
___ Discussion and possible action
__ Discussion item
___ Public Hearing

REQUESTED BY: Quenton Rush, Member of Life Foursquare Church

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

Attachments: (Attachment description)

Executive Summary:

The last three years the council approved the one-way streets for the event. The traffic control was much better after implementing the traffic direction to one way. Everyone parked orderly and with the flow of traffic…all in one direction.

Recommendation:
Staff recommends consenting to changing traffic for one night.

Shelly Deisher **October 18, 2015**

Name **Date**

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Consent Agenda Item – Consent to Approve Agreement with HDR Engineering for Street Condition Assessment Planning Document.

__ Consent item
__ Discussion item
_x_ Discussion and possible action
__ Public Hearing

REQUESTED BY:

Budgeted amount: $75,000 **Funds requested:** $26,000 **Fund:** 02-558-415

Attachments: (Attachment description)
Engineering Agreement

Executive Summary:
The Street Condition Assessment Planning Document will assist the City in selecting streets for funding through the proposed 2017 Debt issue, which will fund approximately $5,000,000 in street improvements.

Recommendation:
Approval of the Agreement with HDR for a Street Condition Assessment Planning Document.

Michael Stoldt
Name

October 20, 2016
Date

July 25, 2016

Michael Stoldt
City Manager
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re: Proposal for Professional Engineering Services for
Angleton Paving Assessment Planning Document
City of Angleton

Dear Mr. Stoldt,

In response to your request, HDR Engineering, Inc. (HDR) is pleased to submit this proposal for preparing a Street Condition Assessment Planning Document. It is anticipated that this proposed planning document will be used to guide Angleton's future Street Capital Improvement Planning.

SCOPE OF SERVICES

HDR proposes to inventory the City's streets, visually evaluate their general condition and develop recommended budgetary improvement cost for each street. Budgetary costs will be developed for the proposed improvements that can be used for general planning purposes. It should be noted that the actual street rehabilitation or reconstruction methods and quantities may change after detailed engineering and surveying is completed.

The general condition of each street will be visually evaluated. The information gathered during the street survey will include pavement type, street width, relative level of traffic, and the present general condition of the pavement based on preliminary identification of the type and amount of pavement distress observed.

A relative pavement deterioration classification system will be applied to each street to provide a tool for evaluation of the overall street pavement system. Once each street has been evaluated and assigned a deterioration classification, HDR will develop a cost for rehabilitation or reconstruction. HDR will consider proven rehabilitation and reconstruction techniques for each street as required.

The pavement conditions and estimated costs for improvements will be presented in one or more tables. HDR will input the collected data collected in the field into the City's GIS data base. This inputted information will allow HDR to develop a "Pavement Condition Survey Map" which will

hdrinc.com 4828 Loop Central Drive, Suite 800
Houston, Texas 77081
T 713-622-9264 F 713-622-9265
Texas Registered Engineering Firm F-754

graphically illustrate the deterioration levels assigned to each street. The streets will be presented in the table(s) in order of the observed pavement deterioration level. The proposed Street Condition Assessment Planning Document will provide information pertaining to the current condition of the pavement within the City's network and information pertinent to the development of a City-wide program of new construction, rehabilitation or maintenance that will optimize the use of available resources. The anticipated tasks are as follows:

1. Meeting with the City to identify all streets to be assessed.
2. Coordinate with the City on historical data on previous maintenance of all City Streets.
3. Create a rating system that identifies levels of rate deterioration.
4. Field work will compose of driving approximately 90% of City streets and walking approximately 10% of the City streets.
5. Data collected will be the type of paving, width and length of the street being assessed, a visual inspection of the deterioration levels of the street relative to the City of Angleton and level of traffic as observed during the inspection.
6. Input the collected data into tabular form and categorize them on the level of deterioration.
7. Compose Street Condition Assessment Planning Document.
8. Coordinate with the City on the expected method of paving rehabilitation and expected cost associated with the selected method.
9. Prepare cost estimates for the rehabilitation of the roadways.
10. Import data to the City GIS system.
11. One (1) meeting with the City's staff to incorporate their comments into the report.
12. Present three (3) copies of the Planning Document to the City. Three (3) additional copies can be submitted at the City's request for $500.00
13. The anticipated mileage of roads being assessed and that are maintained by the city is approximately 93 miles. If it is found that the assessment exceeds this total, the rate for each additional 10 miles assessed will be $600.00 per 10-miles or pro-rated based on this amount for mileage under the increment of 10-miles. The additional miles will only be assessed after approval from the City of Angleton.

Items not included in the report are the conditions for elements not pertaining to the physical street which include but are not limited to existing sidewalk, parking lots, or drainage. This Planning Document is assessing the existing pavement in City streets only. This Planning

Document will be a stand alone document by itself and not a part of any other City reporting or rating systems or programs.

FEE FOR SERVICES

HDR's fee for the services described above shall be a lump sum figure of $26,000.00.

We will submit monthly progress invoice with status reports for all work completed to invoice date.

TERMS AND CONDITIONS

This project will be performed under the current on-going services contract with the City of Angleton, and its terms and conditions will apply.

Additional services beyond those described in the Scope of Services will be invoiced at the established rates in the City's current on-going contract with HDR..

This project will take approximately 50 Days from time that HDR receives the notice to proceed.

HDR appreciates the opportunity to submit this proposal and to continue working for the City of Angleton.

Sincerely,

HDR ENGINEERING, INC.

David Weston
Vice President/Department Manager

Approved:

Authorized signature on behalf of the City of Angleton:

_____

Printed Name:_____

Title:_____

Date:_____

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: PRESENTATION AND DISCUSSION OF AUTOMATION SERVICES BID FROM WASTE CONNECTIONS OF TEXAS.

__ Consent item
_X_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Evan Sharp, District Manager of Waste Connections of Texas

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

Attachments: (Attachment description)
Slide Show from Waste Connections

Executive Summary:
Previously, Evan Sharp delivered 96 gallon carts to some city councilpersons for use to determine ease of maneuverability as well as contents. The company will be presenting a slide show presenting the automated services as well as cost. This item is for presentation and discussion only. No action is required at this meeting.

Recommendation:

Shelly Deisher
Name

October 18, 2016
Date

WASTE CONNECTIONS OF TEXAS

Connect with the Future®

City of Angleton

Automation Services Bid

Introduction to Automation

Many Cities across the country are making the change to Automated Trash Service. It is quickly becoming the preferred method of Residential Waste pickup. Automation is a faster and more efficient way to collect residential solid waste. In addition to time- and cost-savings typically provided by automation, the program will help keep your neighborhoods neat and clean, improve safety on residential streets, and provide safer working conditions for residents & other drivers.

Pro's

- Safety of our employees and other drivers on the street
- Neat and Cleaner looking City
- 96 Gal Cart provided which holds roughly 3 times the volume of a typical trash container.
- 96 Gal Cart will be provided for Recycling. This will help motivate people to recycle more. Blue bags will become nonexistent.
- Carts have attached lids that keep water and animals out. They are also designed to remain standing even during storms or higher wind speed.
- Carts that are damaged due to normal wear and tear will be fixed or replaced by WC at no charge.

Con's

- Only Waste Connections Provided 96 Gal containers will be serviced.
- Only household trash inside the container will be picked up on the regular service day(s). Bulk items will still be serviced on Wednesdays.
- Alleys will no longer be serviceable with this type of truck

Automated Pricing

- 1 – 96 Gal Trash Cart Provided
  1 – 96 Gal Recycle Cart Provided
- 2x/week cart only service
- 1x/week Recycle pickup cart only
- Bulk/Heavy Trash weekly on Wednesday
- 1x/week Brush Pick up (4yds)
- 10 yr Service Agreement w/ brand new trucks.

Automated Pricing

Current Pricing		Proposed Automated Pricing	
Per Home	$ 15.46	95 Gallon Trash & Recycle Cart	$16.00
		Extra Cart	$10.00

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Public Hearing on ORDINANCE NO. 2016-O-10B, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

__ Consent item
__ Discussion item
__ Discussion and possible action
_x_ Public Hearing

REQUESTED BY: Michael Stoldt

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

Attachments: (Attachment description)
Notice to Facts

Executive Summary:

Shelly Deisher **9/27/16**

Name **Date**

Public Hearing Notice

Public Hearing on ORDINANCE NO. 2016-O-10B, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA). The Planning and Zoning Commission will conduct a Public Hearing on Wednesday, October 5, 2016 at 12:00 pm. The City Council will conduct a Public Hearing on Tuesday, October 25, 2016 at 6:00 pm. The Public Hearings will be held in City Council Chambers located at 120 South Chenango Street, Angleton, Texas, 77515. The purpose of the public hearings is to receive comments from residents and property owners on the proposed ordinance. 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 the proposed ordinance, please contact Alyssa Deaton at (979) 849-4364 ext. 2114.

Date: September 12, 2016

To: The Facts – Legal Notices

From: City of Angleton

To be published once on: Sunday, September 18, 2016

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

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

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on ORDINANCE NO. 2016-O-10B, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

__ Consent item
_x_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Michael Stoldt, City Manager

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

Attachments: (Attachment description)
Ordinance 2016-O-10B

Executive Summary:
Currently, the Zoning Ordinance definition and use chart reflect that the term Market only includes Public and Flea. There is no use or definition in the zoning ordinance that pertains to Farmers Market. In order to allow a farmers market, an ordinance adding it to the use chart and definition is being presented, as well as allowing that use to be permitted by a Specific Use Permit (SUP) in zoning districts AG, MFR and all Non-Residential Zoning Districts.

Recommendation:
Staff recommends approval.

Shelly Deisher **9/29/16**

Name **Date**

ORDINANCE NO. 2016-O-10B

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES BY AMENDING THE USE CHART FOR MARKET (PUBLIC, FLEA); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 28 of the Code of Ordinances authorizes the City Council to amend, supplement, or change the regulations of the Zoning Ordinance or the boundaries of zoning districts specified in the zoning map; and

WHEREAS, any amendment to the zoning ordinance text or to zoning district boundaries may be initiated by the Planning and Zoning Commission, who shall then make a recommendation to the City Council; and

WHEREAS, pursuant to state law, notice was published in the newspaper advising that the Planning and Zoning Commission was conducting a public hearing on Wednesday, October 5, 2016, at 12:00 p.m. and the City Council was conducting a public hearing on Tuesday, October 25, 2016, to discuss amending the use chart for Market (Public, Flea); and

WHEREAS, after conducting a public hearing, the Planning and Zoning Commission recommended the approval of amending the use chart for Market (Public, Flea) on Wednesday, October 5, 2016 by a vote of __ for, __ against, __ absent;

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 Section 28-81 (b) Use Charts in the Code of Ordinances is hereby amended to read as follows:

Type of Land Uses:
Retail Uses
Market (Public, Flea)
Use Chart is amended to read **Market (Public, Flea, Farmers)** to include Farmers Markets as an additional *Retail Use* land use that may be approved as a **Specific Use Permit** in **AG and MFR Residential Zoning Districts and all Non-Residential Zoning Districts.**

The Use Chart is hereby amended to read as follows:

Legend
P – The land use is permitted by right in the zoning district indicated.
☐ – The land use is prohibited in the zoning district indicated.
S – The land use may be approved as a specific use permit (SUP) in the zoning district indicated.

Types of Land Uses	Residential Zoning Districts													Non-Residential Zoning Districts						
	AG	SFE-20	SF-10	SF-7.2	SF-6.3	SF-5	SF-PH	2F	SFA	MFR-14	MFR-29	MFR-36	MH	C-N	C-MU	C-G	C-O/R	CBD		LI
Market (Public, Flea, Farmers)	S									S	S	S		S	S	S	S	S		S

SECTION 3: That the Use Chart is hereby amended in accordance with the provisions of this Ordinance.

SECTION 4: 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 5: 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 6: 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 7: 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 8: That this Ordinance shall be effective from and after November 4, 2016.

PASSED AND ADOPTED THIS 25TH DAY OF OCTOBER, 2016.

_____
RANDY RHYNE, Mayor

ATTEST:

_____
SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Public Hearing on a request for a Specific Use Permit to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street, in the City of Angleton, Texas.

__ Consent item
__ Discussion and possible action
__ Discussion item
_x_ Public Hearing

REQUESTED BY: Travis Smith, Designated Agent

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

Attachments: (Attachment description)
Notice to Facts and to owners within 200 feet of each property

Executive Summary:

Shelly Deisher
Name

9/27/16
Date

Public Hearing Notice

The City of Angleton has received a request for a Specific Use Permit to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street; in the City of Angleton, Texas. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, October 5, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, October 25, 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 Specific Use Permit. 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 Specific Use Permit, please contact Alyssa Deaton at (979) 849-4364 ext. 2114.

Date: 9-12-16
To: The Facts – Public Hearing
From: City of Angleton
To be published once on: Sunday, September 18, 2016

Please provide publisher's affidavit and total amount to be billed
If you have any questions, please contact Alyssa @ 979-849-4364 ext. 2114.

Alyssa Deaton
Asst. City Secretary

Mayor
Randy Rhyne

Mayor Pro Tem
Hardwick Bieri
Position 1

Council Members
Williams Tigner
Position 2

Wesley Rolan
Position 3

Bonnie McDaniel
Position 4

Cody Vasut
Position 5

City Manager
Michael Stoldt

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

www.angleton.tx.us

September 14, 2016

Public Hearing Notice

The City of Angleton has received a request for a Specific Use Permit to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street; in the City of Angleton, Texas. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, October 5, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, October 25, 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 Specific Use Permit. 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

This notice has been sent to you as it has been determined that the property you own possibly lies within 200 feet of the above-referenced property. Property owners within 200 feet of this property have the legal right to protest the request by filing a written protest signed by the property owner. In such event, the City will have a surveyor determine which properties are within exactly 200 feet of the subject property. Property owners should be aware that if they oppose or protest the requested Specific Use Permit, such opposition must be submitted in written form, with the property owner's signature and address included.

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

Cordially,

Alyssa Deaton
Assistant City Secretary

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on a request for a Specific Use Permit to operate a Farmers Market at 234 South Arcola Street; 218, 227, and 335 South Chenango Street; and 212 and 216 East Peach Street, in the City of Angleton, Texas.

__ Consent item
_x_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Travis Smith, Designated Agent

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

Attachments: (Attachment description)
Application, appointment of agent, site plan, GIS map

Executive Summary:
If approved, this will allow the Peach Street Farmers Market, a 501(c)(3) organization that is separate from the Holy Comforter Episcopal Church, to operate a farmers market every Saturday from 8am – 12pm. They are proposing to have all of the vendors at the church site and will utilize the other properties for parking and restroom facilities.

Recommendation:
Staff recommends approval.

Shell Deisher **9/27/16**

Name **Date**

ANGLETON
Where the Heart is

CITY OF ANGLETON
SPECIFIC USE PERMIT APPLICATION

PROPERTY ADDRESS: 234 S. ARCOLA ST., 227 S. CHENANGO, 212 E. PEACH, 218 S. CHENANGO, 335 S. CHENANGO

PROPERTY DESCRIPTION (Legal description): BLOCK 22-LOTS 17-20; BLOCK 22, LOTS 11-16, BLOCK 21-LOTS 4-5; BLOCK 19-LOTS 19-20; BLOCK 21-LOTS 11-14 Block 21-LOTS 1-3 & Lot 6

RECORD PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER: HOLY COMFORTER EPISCOPAL CHURCH, P.O. BOX 786, ANGLETON, TX 77516, 979-849-1269

DESIGNATED REPRESENTATIVE, ADDRESS AND PHONE NUMBER: THE REV. TRAVIS SMITH, RECTOR, 234 S. ARCOLA, 979-849-1260

PROPOSED USE FOR THE PROPERTY ADDRESS INDICATED ABOVE: PEACH STREET FARMERS MARKET: SATURDAY MORNING MARKET SELLING FRESH PRODUCE AND CRAFTS AND FOOD FROM LOCAL VENDORS

A site plan (prepared and approved) in accordance with Section 35.4 of the City of Angleton Code of Ordinances (City Code) must be attached to the application. If a base zoning district amendment is required or requested, such rezoning application shall accompany the application for a Specific Use Permit. If the proposed use requires a division of land, an application for subdivision approval must be submitted with this application for a Specific Use Permit.

SIGNATURE: _____
DATE: SEPTEMBER 2, 2016

PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY. N/A

ATTACHMENT: SECTION 35 SUP – SPECIFIC USE PERMIT

APPLICATION FEE: $150.00 due upon submittal

OFFICE USE ONLY
Date received: _____ Admin Fee Received: _____
P&Z Public Hearing date: _____
Date to send cert. letters: _____ Date to publish: _____
Site Plan submitted: Yes_____ No_____
Site Plan received & evaluated by City Staff: Yes _____ No_____
Proof of taxes paid: _____ Date verified: _____

ANGLETON

CITY OF ANGLETON
APPOINTMENT OF AGENT

As owner of the property described as Holy Comforter Episcopal Church
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: The Rev. Travis Smith - Rector

Mailing Address: P.O. Box 786, Angleton, Tx 77516 Email: holycomforter@angleton.gmail.com

City: Angleton State: Tx Zip: 77516

Home Phone: _____ Business Phone: (979) 849-1260

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.

HOLY COMFORTER EPISCOPAL CHURCH

Signature of owner By: _____ Title Sr. Warden

Printed/Typed Name of owner Barbara J. Marin Date 9/21/16

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

STATE OF TEXAS §

COUNTY OF Brazoria §

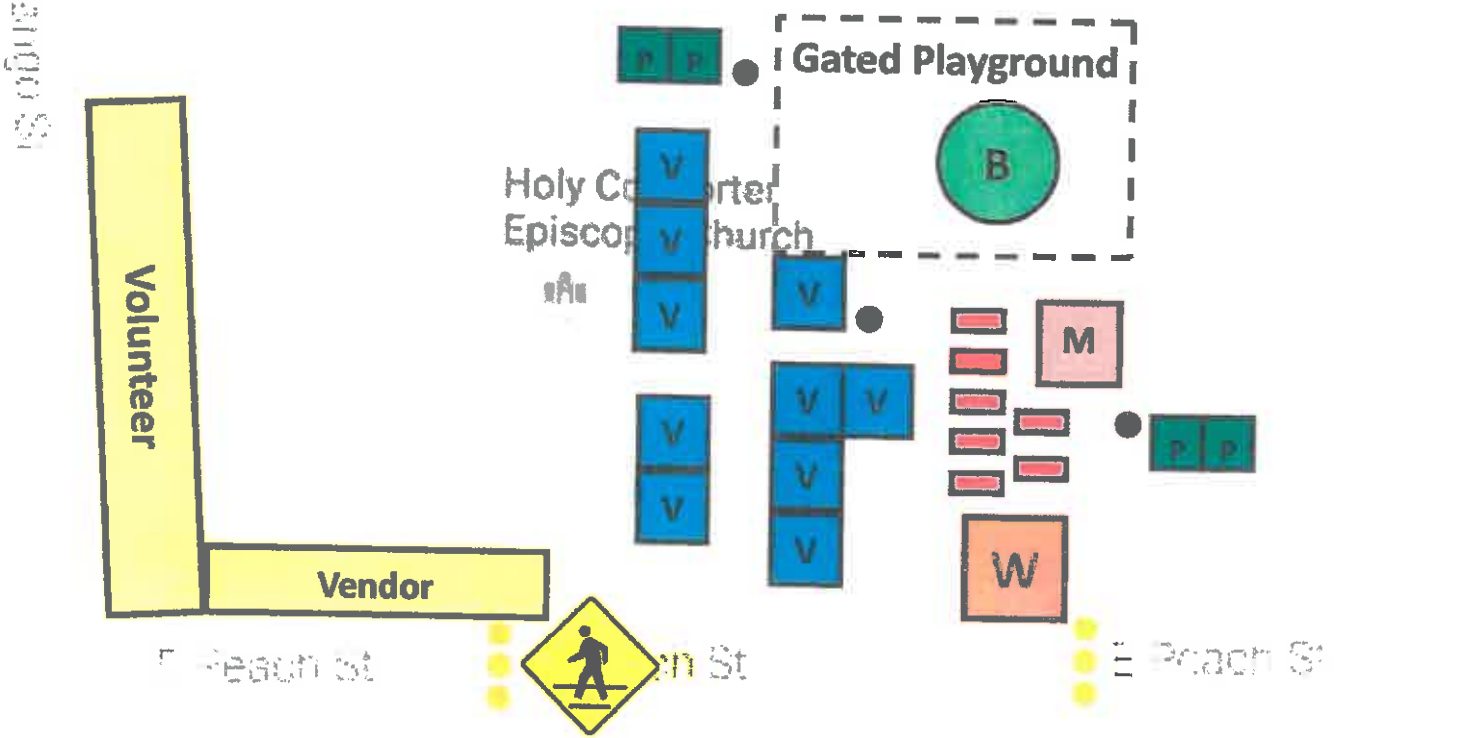
Before me, Susie A. Devens, on this day personally appeared Barbara J. Marin known to me ~~(or proved to me on the oath of _____ or through (_____)~~ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

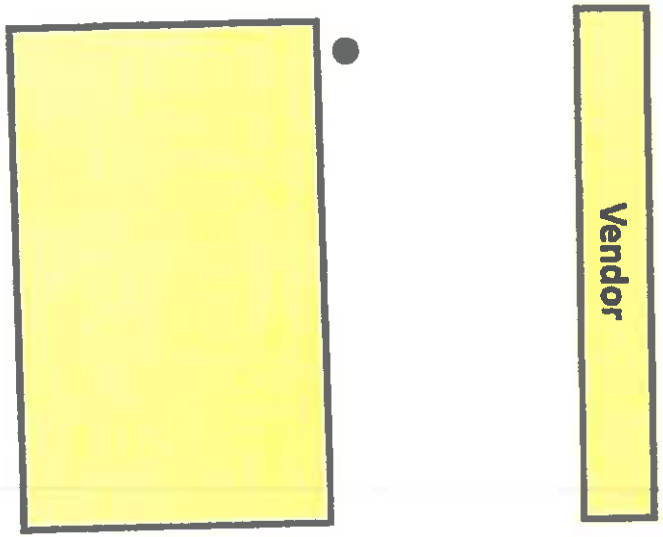
Given under my hand and seal of office this 2nd day of September, 2016

SUSIE A. DEVENS
Notary Public, State of Texas
My Commission Expires 11-29-2017
SEAL

_____
Notary Public Signature

11-29-2017
Commission Expires





- Bounce House
- Lavatories
- Musician/Bandstand
- Parking
- Safety Cones
- Seating/Picnic Tables
- Vendor Stalls
- Waste/Recycling Receptacles
- Welcome Tent

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.

City of Angleton

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

City of Angleton GIS Mapping

1 " = 110 '

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on a plat for the H.W. Munson 2nd Subdivision, a plat of a 1.00 and a 1.68 acre tract being out of a 2.68 acre tract, all being out of Tract 13 of the H. H. Cornwall Survey, Abstract 180, Brazoria County, Texas.

__ Consent item
_x_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Henry & Karyn Munson, property owners

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

Attachments: (Attachment description)
Application, appointment of agent, GIS map, plat

Executive Summary:
Mr. Munson wishes to plat this subdivision out as 1.00 and 1.68 acre tracts so he can deed the 1.00 acre property to a family member.

Recommendation:
Staff recommends approval.

Shelly Deisher **October 11, 2016**

Name **Date**

ANGLETON

APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 9-22-16

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

Address of property A 1.00 and 1.68 acre tract being out of a 2.68 acre tract described in file No. 2003-063749 of the official records tract 13 HR Cornwall Survey A-6 Sheet 180 B.C. Texas

Name of Applicant: H. W. Munsen Phone: 979 [illegible]

Name of Company: ____ Phone: ____

E-mail: ____

Name of Owner of Property: Henry Munsen & Karyn McCoy Munsen

Address: 632 S. Walker St. Angleton

Phone: 979 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) Henry Munsen Karyn Munsen

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 22nd day of September, 20 16.

(SEAL)

ALYSSA DEATON
NOTARY PUBLIC, STATE OF TEXAS
COMMISSION EXPIRES 08-05-2019

Alyssa Deaton
Notary Public for the State of Texas
Commission Expires: 9-22-16 AD
8-5-2019

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).

AFFIDAVIT OF
AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) A plat of 1.00 & 1.68 acre tract & a 2.68 acre tract in file no. 2003-043749 out of tract 13 H.H. Cornwall Survey Abstract 180 B.C. Texas 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: H. W. Munson

ADDRESS: 632 S. Walker St. Angleton

APPLICANT PHONE # _____ E-MAIL: _____ .net

PRINTED NAME OF OWNER: Henry Munson & Karyn McCoy Munson

SIGNATURE OF OWNER: Karyn Munson DATE: 9/28/2016

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 28th day of September, 2016.

(SEAL)

Alma Deaton
Notary Public for the State of Texas
Commission Expires: 5-5-19

PROJECT SUMMARY FORM

A plat of
Address of property 1.00 & 1.69 acre tract out of a 2.68 acre tract file no. 2003-063749 out of tract 13 NH Cornwall Abstract 180 B.C. Texas

The subject property fronts 138.50 feet on the North side of Munson Place.

Depth: 313.14 feet Area: _____ Acres: 1 acre square feet

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

Home site.

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: Henry P Munson Date: 9-28-16

I, HENRY W. MUNSON, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF H.W. MUNSON 2ND SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LINES AND EASEMENTS SHOWN HEREON, AND DEDICATE FOR PUBLIC USE, THE EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON, FOREVER, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

HENRY W. MUNSON

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HENRY W. MUNSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID SUBDIVISION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

MY COMMISSION EXPIRES _____

I, KARYN McCOY MUNSON, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF H.W. MUNSON 2ND SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LINES AND EASEMENTS SHOWN HEREON, AND DEDICATE FOR PUBLIC USE, THE EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON, FOREVER, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

KARYN McCOY MUNSON

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KARYN McCOY MUNSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID SUBDIVISION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

MY COMMISSION EXPIRES _____

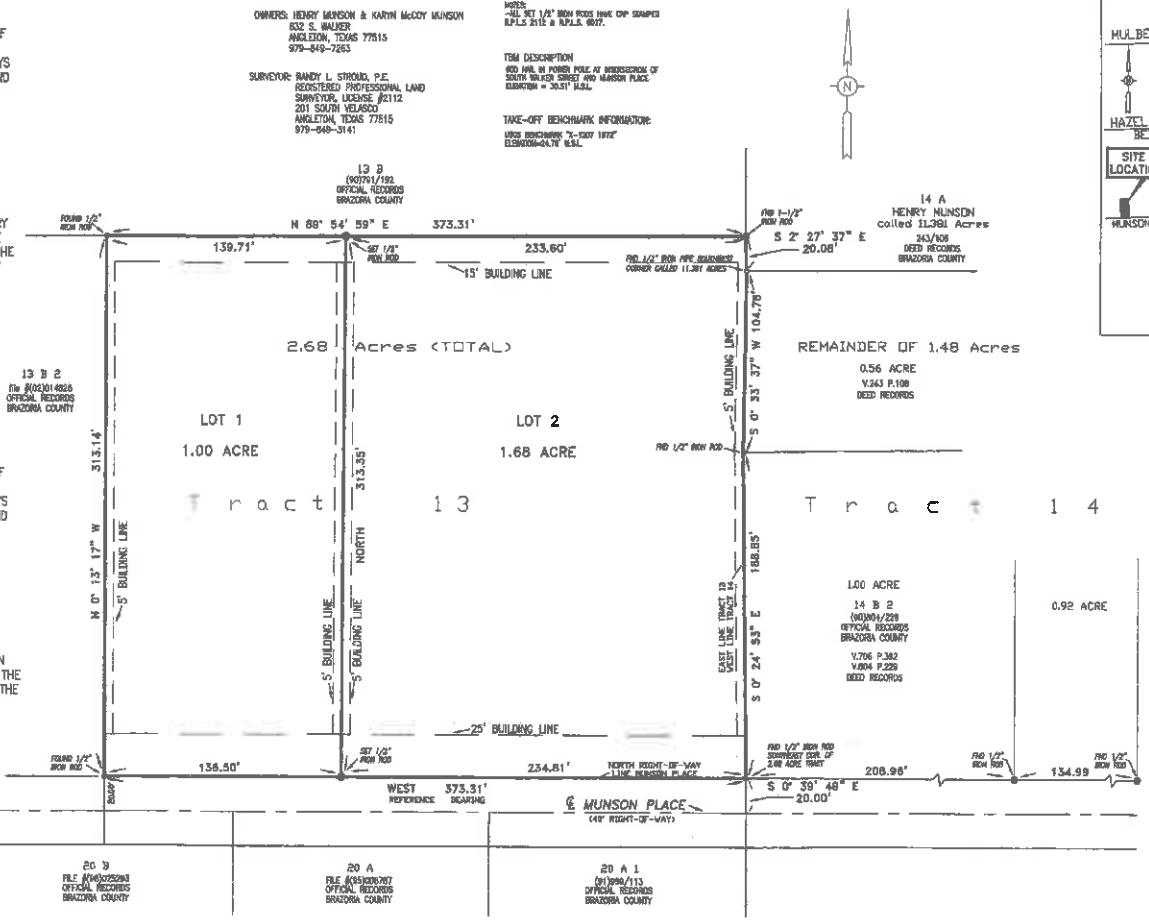
OWNERS: HENRY MUNSON & KARYN McCOY MUNSON
632 S. WALKER
ANGLETON, TEXAS 77515
979-849-7263

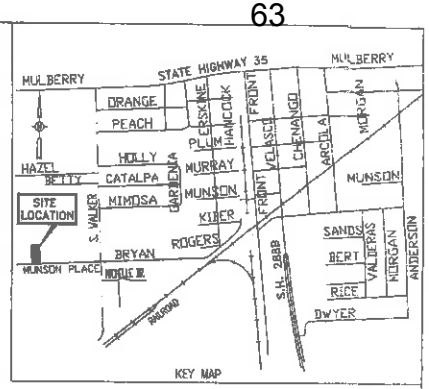
SURVEYOR: RANDY L. STROUD, P.E.
REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE #2112
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141

NOTES:
-ALL SET 1/2" IRON RODS HAVE CAP STAMPED R.P.L.S. 2112 & R.P.L.S. 4917.

TBM DESCRIPTION
400 MIL W POWER POLE AT INTERSECTION OF SOUTH WALKER STREET AND MUNSON PLACE
ELEVATION = 30.51' U.S.L.

TAKE-OFF BENCHMARK INFORMATION:
USGS BENCHMARK "X-1207 1972"
ELEVATION=24.78' U.S.L.





ANGLETON DRAINAGE DISTRICT

ACCEPTED THIS THE _____ DAY OF _____, 20__, BY THE ANGLETON DRAINAGE DISTRICT.

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 ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.

2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.

3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.

4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION, OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE OF THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER. THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PART SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

DAVID SPOOR

TERRY NOVAK

WELDON ZGARBA

ANGLETON CITY COUNCIL

I, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF H.W. MUNSON 2ND SUBDIVISION WAS APPROVED THIS DAY ___ OF _____, 2016, BY THE CITY COUNCIL OF ANGLETON, TEXAS.

RANDY RHYNE, MAYOR

SHELLY DEISHER, CITY SECRETARY

ANGLETON PLANNING AND ZONING COMMISSION

I, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF H.W. MUNSON 2ND SUBDIVISION WAS APPROVED THIS DAY ___ OF _____, 2016, BY THE ANGLETON PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS.

CHAIRMAN

WITNESS MY HAND THIS THE _____ DAY OF _____ 2016.

SHELLY DEISHER, CITY SECRETARY

FROM THE OFFICE OF:
RANDY L. STROUD, P.E.
FIRM NO. 10020500
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141

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, BRAZORIA COUNTY, TEXAS

COMMUNITY # 480064
PANEL #0445
SUFFIX: H
DATE: 10-6-04
ZONE: "X"

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT CORNER MONUMENTS SHOWN THEREON HAVE BEEN PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE CODE OF REGULATIONS OF THE CITY OF ANGLETON, TEXAS.

STATE OF TEXAS
REGISTERED
RANDY L. STROUD
2112
PROFESSIONAL
LAND SURVEYOR

RANDY L. STROUD, RPLS 2112

9-23-16
DATE

H.W. MUNSON 2ND SUBDIVISION
SHORT FORM PLAT

2 LOTS - 2.68 ACRES

A PLAT OF A 1.00 AND 1.68 ACRE TRACT BEING OUT OF A 2.68 ACRE TRACT DESCRIBED IN FILE NO. 2003-063749 OF THE OFFICIAL RECORDS, ALL BEING OUT OF TRACT 13 H.H. CORNWALL SURVEY, ABSTRACT 180, BRAZORIA COUNTY, TEXAS

GRAPHIC SCALE
0 50 100 150

SCALE: 1" = 50'

9-23-16

4T 11,041 38-153R(M-468)

HW Munson 2nd Subdivision
Staff Comments
9/29/16

1. Please show where additional fire hydrant is to be installed.
2. Please provide a metes and bounds description on plat.

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.

City of Angleton

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

City of Angleton GIS Mapping

1 " = 257 '

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on RESOLUTION NO. 2016-R-10B; 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 14.136 ACRE TRACT OF LAND IN THE T. S. LEE SURVEY, ABSTRACT NO. 318, BRAZORIA COUNTY, TEXAS, SAID 14.136 ACRE TRACT BEING SITUATED IN LOTS 9 AND 10 OF THE OLIVER AND BARROWS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND BEING A PORTION OF AN UNIMPROVED 60 FOOT RIGHT-OF-WAY AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF 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
_X_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Paul O'Farrell, Trustee, Property Owner

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

Attachments: (Attachment description)
Resolution and legal description

Executive Summary:
Paul O'Farrell has applied for voluntary annexation into the City. This resolution begins the process by setting two (2) public hearing dates. This property is located at the corner of FM 523 and Campus Drive.

Recommendation:

Staff recommends approval.

Shelly Deisher **October 11, 2016**

Name **Date**

RESOLUTION NO. 2016-R-10B

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 14.136 ACRE TRACT OF LAND IN THE T. S. LEE SURVEY, ABSTRACT NO. 318, BRAZORIA COUNTY, TEXAS, SAID 14.136 ACRE TRACT BEING SITUATED IN LOTS 9 AND 10 OF THE OLIVER AND BARROWS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND BEING A PORTION OF AN UNIMPROVED 60 FOOT RIGHT-OF-WAY AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF 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, Trustee, owner of the 14.136 acre tract of land situated in the T. S. Lee Survey, Abstract No. 318, 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 8th day of November, 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:

14.136 ACRE TRACT OFL AND IN THE T. S. LEE SURVEY, ABSTRACT NO. 318, BRAZORIA COUNTY, TEXAS, SAID 14.136 ACRE TRACT BEING SITUATED IN LOTS 9 AND 10 OF THE OLIVER AND BARROWS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 97 OF THE PLAT RECORDS OF 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 25th day of October, 2016.

CITY OF ANGLETON, TEXAS

_____

RANDY RHYNE, MAYOR

ATTEST:

_____

SHELLY DEISHER,
CITY SECRETARY

APPROVED AS TO FORM:

_____

MARY KAY FISCHER,
CITY ATTORNEY

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

14.136 ACRE TRACT
T. S. LEE SURVEY, ABSTRACT 318
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 14.136 ACRE TRACT of land in the **T.S. Lee Survey, Abstract No. 318**, Brazoria County, Texas; said 14.136 acre Tract being situated in Lots 9 and 10 of the Oliver and Barrows Subdivision as recorded in volume 2, Page 97 of the Plat Records of Brazoria County, Texas and being a portion of a unimproved 60 foot right-of-way as recorded in Volume 2, Page 97 of the Plat Records of Brazoria County, Texas; said 14.136 acre Tract being part of the remainder of a called 151.971 acre Tract conveyed to Paul O'Farrell, Trustee, from N.D.C., Inc. by deed dated September 10, 1992 and recorded under Clerk's File No. 92-029625 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 27) in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a found ½" iron rod for the Northwest corner of the 140 foot Angleton Drainage District Tract recorded under Clerk's File No. 94-033989 of the Official Records of Brazoria County, Texas and also being located on the Westerly line of Lot 10 of said Oliver and Barrows Subdivision and also being located in the Easterly line of a 60 foot platted Road (unimproved) as recorded in Volume 2, Page 97 of the Plat Records of Brazoria County, Texas; said 1/2" iron rod being an interior corner of herein described 14.136 Tract and being the **PLACE OF BEGINNING;**

THENCE South 87°08'25" West, crossing said 60 foot platted Road, a distance of 59.45 feet to a 1/2" iron rod found for corner and being located North 02°53'56" West, a distance of 5.00 feet from the Southeast corner of Rancho Isabella, Section 4 as recorded in Volume 20, Page 31 of the Plat Records of Brazoria County, Texas;

THENCE North 02°53'56"West, coincident with said East line of Rancho Isabella, Section 4, a total distance of 864.51 feet to a concrete monument found for corner in the South right-of-way line of F.M. 523 (200' R.O.W.) for the Northwest corner of herein described 14.136 acre Tract;

THENCE along the South right-of-way line of said F.M. 523 and along a curve to the right having a radius of 2,764.93 feet, an arc length of 438.55 feet, a Delta of 09°05'17" and having a chord bearing of South 78°06'23" East, 438.10 feet to a 5/8" iron rod set for corner;

THENCE South 73°33'47" East, coincident the South right-of-way line of said F.M. 523, a distance of 200.03 feet to a 5/8" iron rod set for corner;

THENCE continuing along the South right-of-way line of said F.M. 523 and along a curve to the left having a radius of 3,919.83 feet, an arc length of 214.26 feet, a Delta of 03°07'54" and having a chord bearing of South 75°06'38" East, 214.24 feet to a 5/8" iron rod set for corner;

THENCE South 02°51'44" East, coincident Stadium Drive and Campus Drive Street Dedication Plat conveyed to Angleton Independent School District as recorded in Clerk's File No. 08-0036135 of the Official Records of Brazoria County, Texas, a distance of 525.02 feet to a found 5/8" iron rod for angle point;

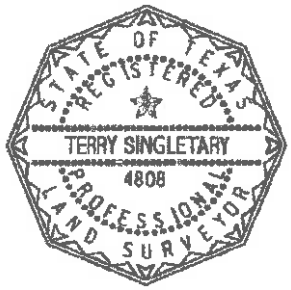
THENCE South 42°08'16" West, coincident with said Stadium Drive and Campus Drive Street Dedication Plat, a distance of 256.62 feet to a set 5/8" iron rod located in the North line of aforementioned 140 foot Angleton Drainage District Tract;

14.136 ACRE TRACT
T. S. LEE SURVEY, ABSTRACT 318
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE along a curve to the left coincident with said 140 foot Angleton Drainage District Tract having a radius of 290.00 feet, an arc length of 227.91 feet, a Delta of 45°01'43" and having a chord bearing of North 70°20'07" West, 222.09 feet to a found 1/2" iron rod for corner;

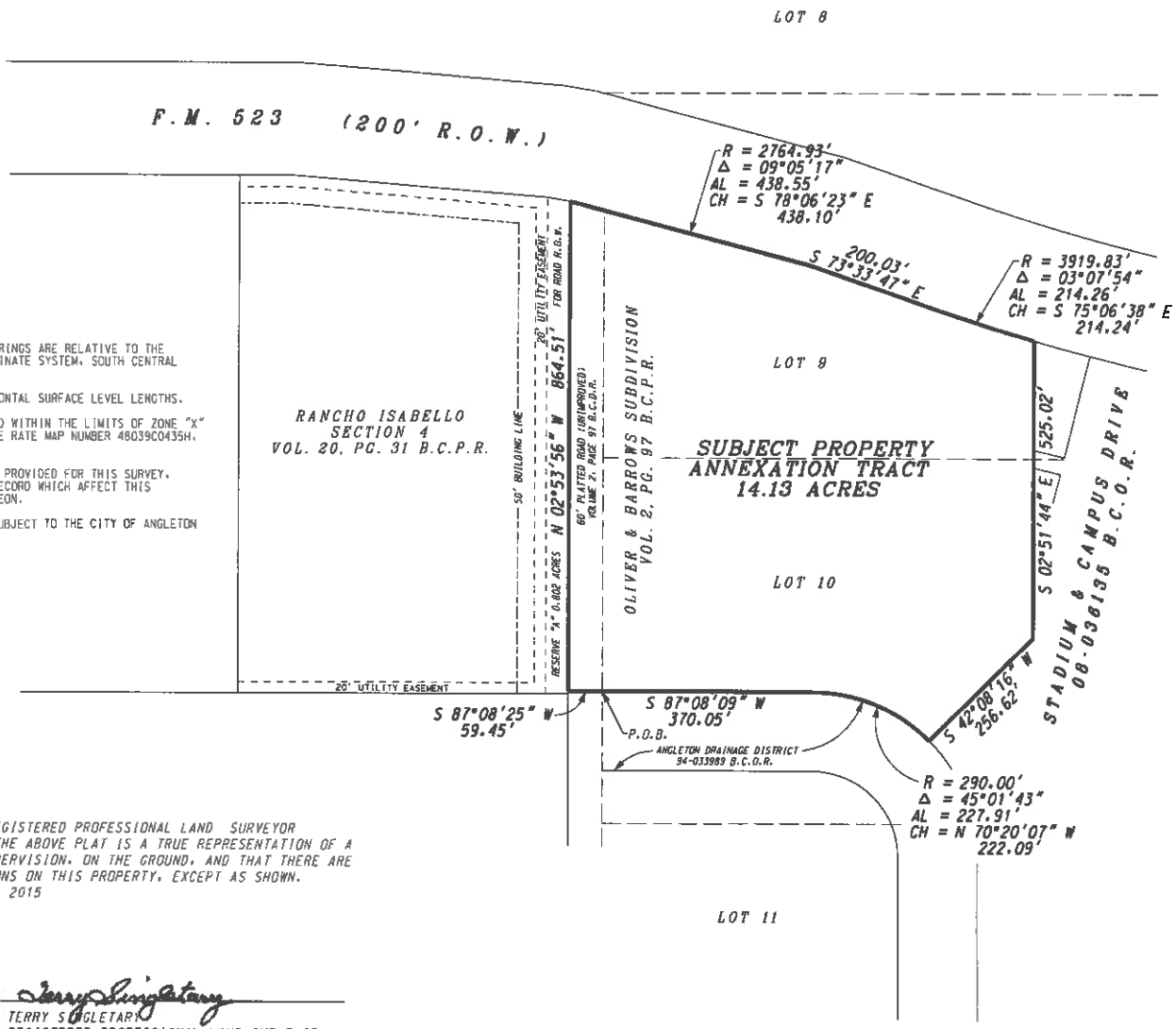
THENCE South 87°08'09" West, coincident with said 140 foot Angleton Drainage District Tract, a distance of 370.05 feet to the **PLACE OF BEGINNING** and containing 14.136 acres more or less.

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
September 22, 2016



BRAZORIA COUNTY
TEXAS

T.S. LEE SURVEY
ABSTRACT 318



N

0 100 200
1" = 200'

LEGEND

- FOUND PIPE/IRON ROD
- SET 5/8" IRON ROD
- BUILDING LINE
- EASEMENT

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0435H, DATED JUNE 5, 1989.
4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.
5. BUILDING LINES MAY BE SUBJECT TO THE CITY OF ANGLETON BUILDING RESTRICTIONS.

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: AUGUST 5, 2015

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

ANNEXATION EXHIBIT
OF
14.136 ACRES
BEING SITUATED IN
LOT 9 & LOT 10
OF THE
OLIVER & BARROWS SUBDIVISION
RECORDED IN
VOLUME 2, PAGE 97
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
T.S. LEE SURVEY
ABSTRACT 318
CITY OF ANGLETON
BRAZORIA COUNTY, TEXAS
FOR
PAUL O'FARREL
F.M. 523

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 TTRM NO.: 10024500

SURVEYED:	8-5-15	BOOK:	ANGLETON VOL.12	PROJ NO:	T119-16-01
DRAWN BY:	MCLEOD/8-8-15	CHECKED:	TRS/8-10-15	REVISED:	NONE

USER: Untitled Workspace
DATE: 9/28/2018 TIME: 9:03:15 AM
G:\DGN\Boundary\Angleton\FM 523\Paul O'Farrel\FM 523 O'Farrell - Annexation Exhibit.dgn

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25th, 2016

SUBJECT: Discussion and Possible Action on RESOLUTION NO. 2016-R-10A; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ADOPTING THE UPDATED INVESTMENT POLICY FOR THE CITY OF ANGLETON; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

__ Consent item
__ Discussion item
X Discussion and possible action
__ Public Hearing

REQUESTED BY: Michael W Stoldt

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

Attachments: (Attachment description)

Resolution no. 2016-R-10A and Exhibit "A" Investment Policy

Executive Summary:

Government Code chapter 2256 states that the governing body shall review the investment policy not less than annually. Some changes were made to the previous version. A section on cash management which belongs in the financial management policy was removed. Minor grammar changes were made throughout the policy. Additionally, a new section was added to deal with the ratings of investment pools that are utilized.

Recommendation:

Staff recommends approving the updated 2016 Investment Policy which mostly stays the same, but adds requirements needed for compliance with Government Code chapter 2256.

Chris Thomas **October 18, 2016**

Name **Date**

RESOLUTION NO. 2016-R-10A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ADOPTING THE UPDATED INVESTMENT POLICY FOR THE CITY OF ANGLETON; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Section 2256.005 calls for a review of the investment policy by the governing body not less than annually; and

WHEREAS, changes have been made to the investment policy to stipulate the ratings limitations of investment pools used by the City and public funds;

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

SECTION 1. That the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

SECTION 2. That the attached Investment Policy dated October 10, 2016, providing a written policy expressly permitting the consideration of applications received by the municipality from a bank, credit union or savings association that is not doing business within the municipality, after taking into consideration what is in the best interest of the municipality in establishing a depository is hereby adopted, as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. OPEN MEETINGS. The City Council has found and determined that the meeting at which this Resolution was considered was open to the public as required and that public notice of the time, place and purpose of this meeting was given as required by the Texas Open Meetings Act, Chapter 551, Tex. Gov't. Code, as amended, and that a quorum was present.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its date of approval.

PASSED AND APPROVED this 25th day of October, 2016.

CITY OF ANGLETON

_____

Randy Rhyne, Mayor

ATTEST:

_____

Shelly Deisher, City Secretary

APPROVED AS TO FORM:

_____

Mary Kay Fischer, City Attorney

121 S. Velasco
Angleton, TX 77515

979-849-4364
979-849-5561 fax

Council:

Mayor:
Randy Rhyne

Mayor Pro Tem:
Hardwick Bieri

City Council:
Williams Tigner

City Council:
Wesley Rolan

City Council:
Bonnie McDaniel

City Council:
Cody Vasut

City Manager:
Michael Stoldt

Finance Director:
Susie J Hernandez

City Secretary:
Shelly Deisher

Exhibit "A"

INVESTMENT POLICY

October 10, 2016

INVESTMENT POLICY

To invest funds for the City of Angleton, Texas ("City") in such a manner so as to ensure the safety of principal, to meet the liquidity needs of the City, and to achieve the highest yield using prudence and a standard of care.

A. *Policy Statement*

It is the policy of the City that the administration and investment of funds shall be handled as the highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested. This includes limitations and diversification of investments while maintaining the daily cash flow needs of the City, and conforming to all applicable state and city statutes governing the investment of public funds.

The earning of a market rate of return will be secondary to the requirements for safety of principal and liquidity. It is the intent of the City to be in complete compliance with local statutes as well as Texas Government Code, Chapter 2256 - Public Funds Investment ("PFIA"). The earnings from investment will be used in a manner that best serves the public trust and interest of the City.

B. *Scope*

This investment policy applies to all the financial assets and funds held by the City. The City may commingle its funds into one pooled fund for investment purposes to ensure efficiency and maximum investment opportunity.

C. *Objectives And Strategy*

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield.

1. Safety

   Safety of principal is the foremost objective of the investment policy of the City. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

   - Limiting investments to the safest types of securities;
   - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business; and
   - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- By investing operating funds primarily in shorter-term securities.

2. Liquidity

   The investment portfolio shall remain liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

3. Diversification

   The investment portfolio shall be divided among multiple banking or investment institutions in order to minimize the risk that potential losses on individual securities may exceed the income generated from the remainder of the portfolio.

4. Yield

   The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury Bill or such other index that most closely matches the average maturity of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above.

D. *Legal Limitations, Responsibilities and Authority*

Direct specific investment parameters for the investment of public funds in Texas are found in the PFIA. Texas Government Code, Chapter 2257 - Collateral for Public Funds specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

E. *Delegation of Investment Authority*

The Finance Director, acting under the direction of the City Manager on behalf of the City, is designated as the primary Investment Officer of the City and is responsible for decisions and activities involving investment management. The Finance Director is also

responsible for considering the quality and capability of staff, investment advisors, and consultants involved in the investment management procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust. The primary Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of additional Investment Officers and staff. No officer or designee may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established herein.

F. *Authorization Resolution*

Qualified investment officers are authorized to engage in investment transactions on behalf of the City. These persons are authorized to transact business for the City and are also authorized to approve wire transfers used in the process of investing.

G. *Standard of Care*

The standard of care to be used by investment officials shall be the "Prudent Person Standard" and shall be applied in the context of managing the overall portfolio. This standard states:

> "Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The primary Investment Officer and those delegated with investment authority under this Investment Policy, when acting in accordance with written procedures herein and in accordance with the Prudent Person Standard, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for specific securities credit risk, market price changes, or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

H. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to choose impartial institutions with which they conduct business. They shall disclose any personal financial investments or positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

I. *Internal Controls*

Internal controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

J. *Cash Flow Forecasting*

Cash flow forecasting is designed to protect and sustain the cash flow required by the City. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash position for investment purposes. Cash flow will include the historical researching and monitoring of specific cash flow items, payables and receivables, as well as overall cash position and patterns.

K. *Authorized Investments*

Acceptable investments under this policy shall be limited to the instruments listed below. The investments are to be chosen in a manner which promotes diversity of market sector and maturity. The choice of high-grade government investments and high-grade money market investments are designed to assure the marketability of those investments should liquidity needs arise.

1. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed two years to stated maturity, excluding collateralized mortgage obligations (CMOs);

2. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas and under the terms of a written depository agreement with that bank, not to exceed one year to the stated maturity;

3. Commercial Paper rated A-1/P-1 or the equivalent by at least two nationally recognized rating agencies not to exceed 180 days to stated maturity;

4. Repurchase agreement and reverse repurchase agreements as defined by the PFIA, not to exceed 180 days to stated maturity, provided an executed Bond Market Master Repurchase Agreement is on file with the City and the counter-party bank or primary dealer. Flex repurchase agreements used specifically for capital projects may extend beyond two years but only to match the expenditure plan of the projects;

5. No-load, SEC registered money market funds, each approved specifically before use by the City Council;

6. Constant Dollar Texas Local Government Investment Pool as defined by the PFIA.

If additional types of securities are approved for investment by public funds by state statutes, they will not be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council.

L. *Competitive Bidding Requirement*

All security, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment.

M. *Delivery vs. Payment*

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment (DVP) basis.

N. *Authorized Financial Dealers and Institutions*

All investments made by the City will be made through either the City's banking services bank or a primary dealer. The City Council or Investment Committee will review the list of authorized broker/dealers annually if broker/dealers are used. A list of at least three broker/dealers will be maintained in order to ensure competitive bidding.

Securities broker/dealers must meet certain criteria as determined by the Investment Officer. The following criteria must be met by those firms on the list:

- provision of an audited financial statement each year,
- proof of certification by the National Association of Securities Dealers (NASD) and provision of CRD number,
- proof of current registration with the State Securities Commission, and
- completion of a City questionnaire.

Every broker/dealer and bank with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. A representative of the firm will be required to return a signed certification substantially in the form of Exhibit "B", stating that the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

O. *Diversification and Maturity Limitations*

It is the policy of the City to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Security Type	Max % of Portfolio
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	50%
Fully insured or collateralized CDs	50%
Commercial Paper	30%
Repurchase Agreements	100%
Money Market Funds	100%
Local Government Investment pools	100%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not invest more than 20% of the portfolio for a period greater than one (1) year. Unless matched to specific requirements, the Investment Officer may not invest any portion of the portfolio for a period greater than two (2) years.

P. *Safekeeping*

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, CUSIP number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for or pledged to the City.

All securities pledged to the City for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may be within the same holding company as the bank from which the securities are pledged.

Q. *Collateralization*

Collateralization shall be required for certificates of deposits over the FDIC insurance coverage of $250,000, and for repurchase agreements. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

R. *Performance Evaluation and Reporting*

The Investment Officer shall submit quarterly reports to the City Administrator and to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program as well as consistency with statutory requirements. All reports shall be in compliance with the PFIA. Market prices for market evaluations will be obtained from an independent source. Market prices for investments will be monitored monthly through statements sent to the City for fluctuations as well as portfolio shifts.

S. *Depositories*

The City will designate one or more banking institutions as its depository services provider through a competitive process at least every five years. The depository service provider institution(s) will be used for normal banking services including disbursements, collections, and safekeeping of securities. In addition to depository services, the City may contract with financial institutions for additional financial services under a separate contract if the City Council determines that additional financial services are necessary in the administration, collection, investment and transfer of municipal funds. Other banking institutions from which the City may purchase certificates of deposit will also be designated as a depository after they provide their latest audited financial statements to the City.

T. *Ratings of Investment Pools*

A public funds investment pool must be continuously rated no lower that AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. The City shall take all prudent measures that are consistent with this investment policy to liquidate an investment that does not have the minimum rating.

EXHIBIT B
BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005 (k)

CITY OF ANGLETON, TEXAS (the "City")

The City acknowledges that the only means the firm has to preclude "imprudent investment activities arising out of transactions between the firm and the City" is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should read accordingly.

I, as a registered principal for the firm_____ do hereby certify that I, and the broker covering this account, _____ _____, have received and both have thoroughly reviewed the investment policy of the City.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude imprudent investments between this firm and the City arising from transactions between the City and the firm.

_____
Signature

Name:_____

Title:_____

Date:_____

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on RESOLUTION NO. 2016-R-10C; 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 36.728 ACRE TRACT OF LAND IN THE J DE J VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS; SAID 36.728 ACRE TRACT BEING COMPOSED OF THE FOLLOWING FOUR TRACTS OWNED BY FIRST BAPTIST CHURCH OF ANGLETON: (1) A 2.435 ACRE PORTION OF THAT 3.223 ACRE TRACT CONVEYED FROM PAUL O'FARRELL, TRUSTEE BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2007067893 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T); (2) A 32.685 ACRE TRACT CONVEYED FROM THOMAS M. JONES, ET AL BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2007068028 OF THE O.R.B.C.T.; (3) A 0.218 ACRE TRACT CONVEYED FROM ANGLETON DRAINAGE DISTRICT BY DEED DATED DECEMBER 9, 2008 AND RECORDED UNDER C.C.F. NO. 2008058131 OF THE O.R.B.C.T.; AND (4) A 1.390 ACRE TRACT CONVEYED FROM HARKINS KEE HOLDINGS, LP BY DEED DATED DECEMBER 26, 2009 AND RECORDED UNDER C.C.F. NO. 2009056871 OF THE O.R.B.C.T., BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 976 ANCHOR ROAD, 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
_X_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: First Baptist Church of Angleton

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

Attachments: (Attachment description)
Resolution and legal description

Executive Summary:
First Baptist Church has applied for voluntary annexation into the City. This resolution begins the process by setting two (2) public hearing dates. This property is the location for the new church and Angleton Christian School off of County Road 44.

Recommendation:

Staff recommends approval.

Shelly Deisher **October 11, 2016**

Name **Date**

RESOLUTION NO. 2016-R-10C

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 36.728 ACRE TRACT OF LAND IN THE J DE J VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS; SAID 36.728 ACRE TRACT BEING COMPOSED OF THE FOLLOWING FOUR TRACTS OWNED BY FIRST BAPTIST CHURCH OF ANGLETON: (1) A 2.435 ACRE PORTION OF THAT 3.223 ACRE TRACT CONVEYED FROM PAUL O'FARRELL, TRUSTEE BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2007067893 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T); (2) A 32.685 ACRE TRACT CONVEYED FROM THOMAS M. JONES, ET AL BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2007068028 OF THE O.R.B.C.T.; (3) A 0.218 ACRE TRACT CONVEYED FROM ANGLETON DRAINAGE DISTRICT BY DEED DATED DECEMBER 9, 2008 AND RECORDED UNDER C.C.F. NO. 2008058131 OF THE O.R.B.C.T.; AND (4) A 1.390 ACRE TRACT CONVEYED FROM HARKINS KEE HOLDINGS, LP BY DEED DATED DECEMBER 26, 2009 AND RECORDED UNDER C.C.F. NO. 2009056871 OF THE O.R.B.C.T., BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 976 ANCHOR ROAD, 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, Stephen P. Head, designated agent by First Baptist Church, owner of the 36.728 acres of land situated in the J. de J. Valderas Survey, Abstract No. 380, also known as 976 Anchor Road, 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 8th day of November, 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:

A 36.728 ACRE TRACT OF LAND IN THE J DE J VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS; SAID 36.728 ACRE TRACT BEING COMPOSED OF THE FOLLOWING FOUR TRACTS OWNED BY FIRST BAPTIST CHURCH OF ANGLETON: (1) A 2.435 ACRE PORTION OF THAT 3.223 ACRE TRACT CONVEYED FROM PAUL O'FARRELL, TRUSTEE BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO.

2007067893 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T); (2) A 32.685 ACRE TRACT CONVEYED FROM THOMAS M. JONES, ET AL BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2007068028 OF THE O.R.B.C.T.; (3) A 0.218 ACRE TRACT CONVEYED FROM ANGLETON DRAINAGE DISTRICT BY DEED DATED DECEMBER 9, 2008 AND RECORDED UNDER C.C.F. NO. 2008058131 OF THE O.R.B.C.T.; AND (4) A 1.390 ACRE TRACT CONVEYED FROM HARKINS KEE HOLDINGS, LP BY DEED DATED DECEMBER 26, 2009 AND RECORDED UNDER C.C.F. NO. 2009056871 OF THE O.R.B.C.T., BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 976 ANCHOR ROAD, 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 25rd day of October, 2016.

CITY OF ANGLETON, TEXAS

_____

RANDY RHYNE, MAYOR

ATTEST:

_____

SHELLY DEISHER,
CITY SECRETARY

APPROVED AS TO FORM:

_____

MARY KAY FISCHER,
CITY ATTORNEY

FIRST BAPTIST CHURCH OF ANGLETON 36.728 ACRES ANNEXATION TRACT

BEING A 36.728 ACRE TRACT OF LAND IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS; SAID 36.728 ACRE TRACT BEING COMPOSED OF THE FOLLOWING FOUR TRACTS OWNED BY FIRST BAPTIST CHURCH OF ANGLETON: (1) A 2.435 ACRE PORTION OF THAT 3.223 ACRE TRACT CONVEYED FROM PAUL O'FARRELL, TRUSTEE BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2007067893 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), (2) A 32.685 ACRE TRACT CONVEYED FROM THOMAS M. JONES, ET AL BY DEED DATED DECEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2007068028 OF THE O.R.B.C.T.; (3) A 0.218 ACRE TRACT CONVEYED FROM ANGLETON DRAINAGE DISTRICT BY DEED DATED DECEMBER 9, 2008 AND RECORDED UNDER C.C.F. NO. 2008058131 OF THE O.R.B.C.T.; AND (4) A 1.390 ACRE TRACT CONVEYED FROM HARKINS KEE HOLDINGS, LP BY DEED DATED DECEMBER 26, 2009 AND RECORDED UNDER C.C.F. NO. 2009056871 OF THE O.R.B.C.T.; SAID 36.728 ACRE TRACT IS GENERALLY BOUNDED ON THE NORTH AND WEST BY THE STATE HIGHWAY 288 FREEWAY, ON THE NORTHEAST BY COUNTY ROAD 44 (ANCHOR ROAD), ON THE EAST BY ENCHANTED OAKS DRIVE, AND ON THE SOUTH BY THE HERITAGE COURT SUBDIVISION, SECTION TWO AND THE BLAKE ROBERTSON 6.689 ACRE TRACT; SAID 36.728 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" at the southeast corner of said 32.685 acre tract and on the west right-of-way line of Enchanted Oaks Drive as shown on the plat of Heritage Oaks Subdivision, Section 3, recorded in Volume 23, Page 133 of the Plat Records of Brazoria County, Texas; same being the northeast corner of said Heritage Court Subdivision, Section Two recorded under C.C.F. No. 2014027095 of the O.R.B.C.T.;

THENCE South 85° 41' 13" West, along the south line of said 32.685 acre tract, the north line of said Heritage Court Subdivision, Section Two and the north line of said 6.689 acre tract conveyed to Blake Robertson from Edward Earl Jacobson, et al by deed dated January 7, 2014 and recorded under C.C.F. No. 2014000881 of the O.R.B.C.T., a distance of 1,602.33 feet to a point at the southwest corner of said 32.685 acre tract on the east right-of-way line of the State Highway 288 Freeway; same being the northwest corner of said 6.689 acre tract;

THENCE North 02° 15' 02" West, along the west line of said 32.685 acre tract and the east line of the State Highway 288 Freeway, a distance of 346.09 feet to a point at the beginning of a tangent curve to the right having a radius of 1,107.92 feet, from which a concrete right-of-way monument bears South 87° 45' West, 1.81 feet;

THENCE in a northeasterly direction along the west line of said 32.685 acre tract and the east right-of-way line of the State Highway 288 Freeway, along said curve to the right having a radius of 1,107.92 feet, a central angle of 11° 44' 45", an arc distance of 227.13 feet, and a chord bearing and distance of North 03° 37' 20" East and 226.73 feet to a point for a southerly northwest corner

of said 32.685 acre tract; same being the southwest corner of a 0.632 acre tract conveyed to Angleton Drainage District from City of Angleton by deed dated December 5, 2005 and recorded under C.C.F. No. 2005068921 of the O.R.B.C.T.,

THENCE North 85° 01' 13" East, along the southerly north line of said 32.685 acre tract and the south line of said 0.632 acre tract, a distance of 62.09 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" at the southwest corner of said 0.218 acre tract, same being at the beginning of a non-tangent curve to the right having a radius of 1,047.92 feet,

THENCE in a northeasterly direction along the west line of said 0.218 acre tract and the east line of the 0.414 acre remainder of said 0.632 acre tract, along said curve to the right having a radius of 1,047.92 feet, a central angle of 12° 34' 44", and arc distance of 230.06 feet, and a chord bearing and distance of North 16° 37' 59" East and 229.60 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" for the north corner of said 0.218 acre tract, on the east line of said 0.632 acre tract, and on a west line of a said 32.685 acre tract;

THENCE North 03° 41' 55" West, along a west line of said 32.685 acre tract and the east line of said 0.632 acre tract, a distance of 121.91 feet to point for another northwest corner of said 32.685 acre tract and the north corner of said 0.632 acre tract; same being on the southeast right-of-way line of the State Highway 288 Freeway at the beginning of a non-tangent curve to the right having a radius of 1,107.92 feet,

THENCE in a northeasterly direction along the northwest line of said 32.685 acre tract and the southeast right-of-way line of the State Highway 288 Freeway, along said curve to the right having a radius of 1,107.92 feet, a central angle of 14° 21' 36", and arc distance of 277.68 feet, and a chord bearing and distance of North 35° 44' 52" East and 276.95 feet to a point at the end of said curve, from which a concrete right-of-way monument bears South 75° 16' West, 2.40 feet,

THENCE North 42° 55' 40" East, along the northwest line of said 32.685 acre tract, the northwest line of said 1.390 acre tract, and the southeast right-of-way line of the State Highway 288 Freeway, a distance of 368.34 feet to a point for the northwest corner of said 1.390 acre tract and a cut-back in the southeast right-of way line of the State Highway 288 Freeway,

THENCE North 87° 55' 40" East, along the north line of said 1.390 acre tract and the southeast right-of-way line of the State Highway 288 Freeway, a distance of 140.50 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" for the northeast corner of said 1.390 acre tract at the intersection with the southwest right-of-way line of County Road 44 (Anchor Road),

THENCE South 47° 09' 31" East, along the northeast line of said 1.390 acre tract and the southwest right-of-way line of County Road 44, a distance of 148.44 feet to a point for corner from which a five-eighths inch iron rod bears South 42° 50' 29" West, 0.98 foot,

THENCE North 42° 50' 29" East, continuing along the northeast line of said 1.390 acre tract and the southwest right-of-way line of County Road 44, at 9.08 feet pass a five-eighths inch iron rod, and continuing for a total distance of 10.00 feet to a point for corner;

THENCE South 47° 09' 31" East, continuing along the northeast line of said 1.390 acre tract and the southwest right-of-way line of County Road 44, a distance of 33.74 feet to a five-eighths inch iron rod with cap for the east corner of said 1.390 acre tract on the northwest line of said 2.435 acre tract;

THENCE North 42° 50' 29" East, along the northwest line of said 2.435 acre tract, a distance of 10.00 feet to a point for the northeast corner of said 2.435 acre tract within County Road 44;

THENCE South 47° 09' 31" East, along the northeast line of said 2.435 acre tract, a distance of 1,006.64 feet to a point for the southeast corner of said 2.435 acre tract on the west right-of-way line of Enchanted Oaks Drive;

THENCE South 04° 17' 52" East, along the east line of said 2.435 acre tract and the west right-of-way line of Enchanted Oaks Drive, at 14.70 feet pass a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson", at 19.24 feet pass a one-half inch iron rod cap, and continuing for a total distance of 147.01 feet to a one-half inch iron rod with cap for angle point at the south corner of said 2.435 acre tract and the most southerly northeast corner of said 32.685 acre tract;

THENCE South 05° 23' 31" East, along the east line of said 32.685 acre tract and the west right-of-way line of Enchanted Oaks Drive, at 45.04 feet pass a five-eighths inch iron rod with cap, and continuing for a total distance of 90.08 feet to a five-eighths inch iron rod cap for angle point;

THENCE South 04° 09' 42" East, continuing along the east line of said 32.685 acre tract and the west right-of-way line of Enchanted Oaks Drive, a distance of 268.93 feet to the POINT OF BEGINNING and containing 36.728 acres of land. The bearings used in this description are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1927. Distances are ground level lengths.

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-10D, AN ORDINANCE AMENDING SECTION 2-32 (MEETINGS) AND SECTION 2-34 (COUNCIL PROCEEDINGS) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, BY CHANGING THE REGULAR COUNCIL MEETINGS TO THE SECOND AND FOURTH TUESDAYS OF EACH CALENDAR MONTH; PROVIDING FOR CERTAIN REPORTS WHEN APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

__ Consent item
X Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Attachments: Ordinance No. 2016-O-10D

Executive Summary:

The City Charter requires the City Council to hold at least one regular meeting each month at a time to be fixed by the City Council by ordinance. In 2011, the Ordinance was amended to provide for a Workshop meeting on the second Tuesday of each calendar month and a regular meeting on the fourth Tuesday of each calendar month. Historically, since 2011, the Angleton City Council has called a Special Meeting (instead of a Workshop) on the second Tuesday and a Regular Meeting on the fourth Tuesday of each month.

Establishing two (2) regular meeting dates on the second and fourth Tuesday of each month would provide the governing body the ability to comply with the Charter requirements and the flexibility to choose not to meet on one of those dates if there is no business to conduct or if there is a conflict with one of the regular meeting dates. The Reports of Boards and Commissions and Staff Reports will be placed on one of the two regular meeting dates.

Mary Kay Fischer
Name

October 17, 2016
Date

ORDINANCE N0. 2016-O-10D

AN ORDINANCE AMENDING SECTION 2-32 (MEETINGS) AND SECTION 2-34 (COUNCIL PROCEEDINGS) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS BY CHANGING THE REGULAR COUNCIL MEETINGS TO THE SECOND AND FOURTH TUESDAYS OF EACH CALENDAR MONTH; PROVIDING FOR CERTAIN REPORTS WHEN APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the City Council to hold at least one regular meeting each month at a time to be fixed by the City Council by ordinance; and

WHEREAS, in 2011, the Ordinance was amended to provide for a Workshop meeting on the second Tuesday of each calendar month and a regular meeting on the fourth Tuesday of each calendar month; and

WHEREAS, historically, since 2011, the Angleton City Council has called a Special Meeting (instead of a Workshop) on the second Tuesday and a Regular Meeting on the fourth Tuesday of each month; and

WHEREAS, the City Council believes establishing two (2) regular meeting dates on the second and fourth Tuesday of each month would provide the governing body the ability to comply with the Charter requirements and the flexibility to choose not to meet on one of those dates if there is no business to conduct or if there is a conflict with one of the regular meeting dates; and

WHEREAS, the City Council of Angleton, Texas, believes it to be in the best interest of the City and its citizens to convert to this City Council Regular Meeting schedule, with the flexibility to call a Special Meeting or a Workshop when needed.

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 2-32, paragraphs (a) (1) and (a) (3) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

Section 2-32. Meetings

(a) [remains unchanged]

(1) The Regular meetings will be held on the second and fourth Tuesdays of each calendar month. Such will be held in public at City Hall in the Council Chambers commencing at 6:00 p. m., unless otherwise posted. Such meetings shall be posted from time to time, as required by state law. If another place is designated, the City shall publish due notices thereof in one issue of the official newspaper of the city, except that the publication thereof may be waived in case of emergency.

(2) [remains unchanged]

(3) Workshop meetings may be called by the mayor, the city manager or two members of the city council with written notice to the city secretary. The time, place and purpose will be stated at each instance. Ordinarily, no official council action will be taken at such workshop meetings.

SECTION 3. That Section 2-34, paragraphs (b) (10) and (b) (11) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

Section 2-34. Council proceedings.

(b) [remains unchanged]

(10) Reports of boards and commissions, when applicable.

(11) Staff reports, when applicable.

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 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 be in full force and effect immediately.

READ, PASSED, AND APPROVED on this the 25th day of October, 2016.

CITY OF ANGLETON

_____

RANDY RHYNE, Mayor

ATTEST:

_____

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____

MARY KAY FISCHER, City Attorney

CITY COUNCIL
AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on an Offer for Tax Resale of Property from the Property Tax Resale Committee of the Brazoria County Tax Office with a legal description of 1) Jackson (Angleton), Block 3, Lot 24, Acres 0.0727 (BCAD account no. 5321-0081-000 and 2) Jackson (Angleton), Block 3, Lot 25, Acres 0.727, also known as 525 W Ash St (BCAD account no. 5321-0082-000).

___ Consent item
_X_ Discussion and possible action
__ Discussion item
___ Public Hearing

REQUESTED BY: Brazoria County Tax Office, Property Tax Resale Committee of Brazoria County

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

Attachments: (Attachment description)
Supporting documents

Executive Summary:
The Property Tax Resale Committee met and is requesting that the city approve the resale of the property shown above.

Recommendation:
Staff recommends approval of resale of listed property.

Shelly Deisher **October 10, 2016**

Name **Date**

Brazoria County Tax Office

Ro'Vin Garrett, PCC
Tax Assessor-Collector

Brazoria County
111 E. Locust
Angleton, Texas 77515-4682

Wednesday, September 28, 2016

City of Angleton
% Shelly Deisher
121 South Velasco
Angleton, Texas 77515

Re: See Attached

Dear Council Members:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval. When your governing body has made their decision, notify the Brazoria County Tax office and include your minutes. Also, include the property Tax Account number in your reply.

If you have any questions contact me at 979-864-1886.

Sincerely,

Nicholette Reynolds

Resale Meeting of September 27, 2016

Account Number	Precinct	Amount	Approve	Reject	Comments
6067-1404-000	1	$1,000.00	X		
6757-0041-110	1	$3,000.00	X		
7355-0049-000	1	$2,700.00	X		
8055-0001-130	1	$2,200.00	X		
8356-0023-005	1	$1,600.00	X		
8356-0023-100	1	$1,600.00	X		
5321-0081-000	2	$500.00	X		
5321-0082-000	2	$500.00	X		
8180-0020-111	2	$2,350.00		X	
0081-0026-112	4	$100.00	X		
5760-1208-000	4	$3,557.10	X		
7305-0025-000	4	$2,575.00	X		
7690-0100-000	4	$100.00	X		
8065-0024-000	4	$1,000.00	X		

ONLY APPROVE ACCOUNTS IN YOUR DISTRICT

Tax Resale Property Information

RESALE MEETING OF: September 27, 2016

Legal Description:	JACKSON (ANGLETON), BLOCK 3, LOT 24 ACRES .0727
Physical Address:	W ASH ST
Account Number:	5321-0081-000
In Trust To:	BRAZORIA COUNTY
Adjudged Value:	$1,900.00
Minimum Bid at Sale:	$1,900.00 $950.00-PR 2-2-16
Offer:	**$500.00**
Offer made by:	A + TURN-KEY INVESTMENTS, LLC
Sheriff's Deed Filed:	5/16/2013
Redemption Expiration:	11/16/2013
Post Judgment Taxes:	$150.47
Post Judgment Years:	2012-2013
City weed/demo liens:	$252.00
Land Value: (Current)	$1,900.00
Improvement Value:(Current)	$0.00
Previous Owner:	**C. NEAL**
Precinct:	2
School District:	ANGLETON ISD

Vote:	**AYE**	**NAY**
R. Garrett	**X**	
C. Garner	**X**	
Judge Sebesta	**X**	
R. Cade	**X**	
Civil Div. Rep.	**X**	

Notes: PBFCM representative present

BID ANALYSIS

Cause Number:	65974	***Account Number:***	5321-0081-000
Offer Amount:	$500.00	***Value $:***	$1,900.00
Person Offering:	**A + TURN-KEY**	**Adjudged Value$:**	$1,900.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2011	$332.53
BCED	1991-2011	$0.00
Angleton ISD	1991-2011	$1,246.34
Angleton-Danbury Medical Center	1991-2011	$192.20
BRHND	1991-2011	$57.90
Angleton Drainage	1991-2011	$168.36
City of Angleton	1991-2011	$610.46
	Total	$2,607.79

Costs

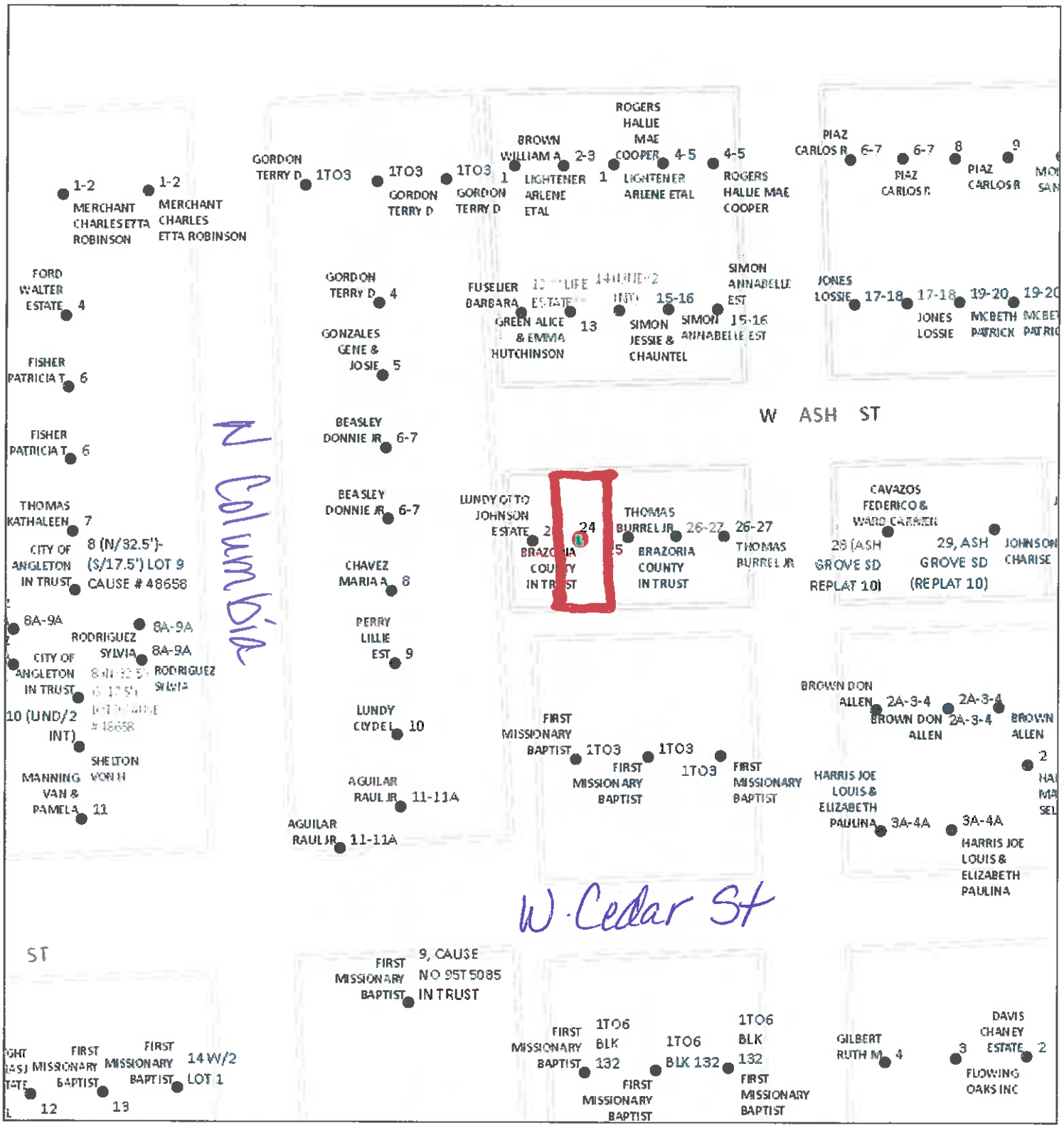
Court Costs	$239.33	Sheriff Fees	$165.44
Publication Fees	$74.40	Research Fees	$175.00
Ad Litem	$300.00	Recording fee's	$0.00
Liens	$252.00	Certified Mail	
Cost of Deed		**Deed file date**	
	Total	$1,206.17	

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012-2013	$22.53
BCED	2012-2013	$0.00
Angleton ISD	2012-2013	$67.32
Angleton-Danbury Medical Center	2012-2013	$16.66
BRHND	2012-2013	$2.32
Angleton Drainage	2012-2013	$8.16
City of Angleton	2012-2013	$33.48
	Post Judgment Total	$150.47

Proposed Distribution	**Offer Amount**	**Costs**
	$500.00	$1,206.17
	Net to Distribute $	-$706.17

BC	12.75%	$0.00
BCED	0.00%	$0.00
Angleton ISD	47.79%	$0.00
Angleton-Danbury Medical Center	7.37%	$0.00
BRHND	2.22%	$0.00
Angleton Drainage	6.46%	$0.00
City of Angleton	23.41%	$0.00



1 Property with Geographic ID matching "53210081000"

JACKSON (ANGLETON), BLOCK 3, LOT 24

Property ID 218609

Geo ID 5321-0081-000

Owned by BRAZORIA COUNTY IN TRUST

Address W ASH ST , ANGLETON

1 Property with Geographic ID matching "53210081000"

JACKSON (ANGLETON), BLOCK 3, LOT 24

Property ID 218609

Geo ID 5321-0081-000

Owned by BRAZORIA COUNTY IN TRUST

Address W ASH ST , ANGLETON

5321-0081-000 PCT. 2

02/02/2015

Tax Resale Property Information

RESALE MEETING OF: September 27, 2016

Legal Description:	JACKSON (ANGLETON), BLOCK 3, LOT 25 ACRES .0727
Physical Address:	525 W ASH ST
Account Number:	5321-0082-000
In Trust To:	BRAZORIA COUNTY
Adjudged Value:	$9,930.00
Minimum Bid at Sale:	$5,326.51
Offer:	**$500.00**
Offer made by:	A + TURN-KEY INVESTMENTS, LLC
Sheriff's Deed Filed:	8/30/2013
Redemption Expiration:	3/1/2014
Post Judgment Taxes:	$967.10
Post Judgment Years:	2012-2013
City weed/demo liens:	$418.61
Land Value: (Current)	$1,900.00
Improvement Value:(Current)	$11,480.00
Previous Owner:	**SANDRA WILLIAMS**
Precinct:	2
School District:	ANGLETON ISD

Vote:	**AYE**	**NAY**
R. Garrett	**X**	
C. Garner	**X**	
Judge Sebesta	**X**	
R. Cade	**X**	
Civil Div. Rep.	**X**	

Notes: PBFCM representative present

BID ANALYSIS

Cause Number:	66861	***Account Number:***	5321-0082-000
Offer Amount:	$500.00	***Value $:***	$1,900.00
Person Offering:	**A + TURN-KEY**	**Adjudged Value$:**	$9,930.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2002-2011	$878.95
BCED	2002-2011	$0.00
Angleton ISD	2002-2011	$1,433.29
Angleton-Danbury Medical Center	2002-2011	$525.36
BRHND	2002-2011	$127.89
Angleton Drainage	2002-2011	$387.09
City of Angleton	2002-2011	$1,984.91
	Total	$5,337.49

Costs

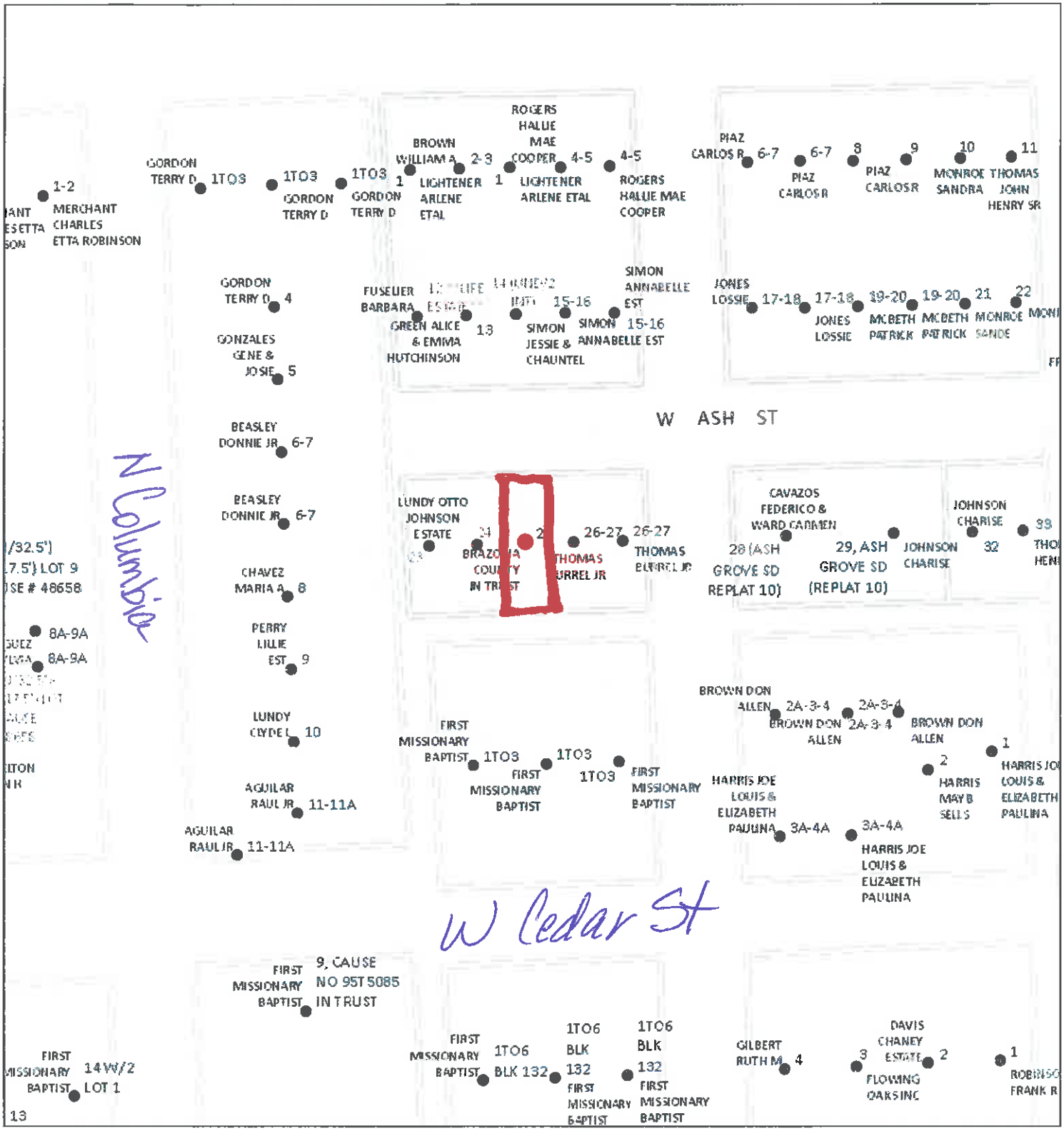
Court Costs	$511.00	Sheriff Fees	$165.44
Publication Fees	$74.40	Research Fees	$175.00
Ad Litem	$300.00	Recording fee's	$0.00
Liens	$418.61	Certified Mail	
Cost of Deed		**Deed file date**	
	Total	$1,644.45	

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012-2013	$145.14
BCED	2012-2013	$0.00
Angleton ISD	2012-2013	$432.64
Angleton-Danbury Medical Center	2012-2013	$107.27
BRHND	2012-2013	$14.58
Angleton Drainage	2012-2013	$52.37
City of Angleton	2012-2013	$215.10
	Post Judgment Total	$967.10

Proposed Distribution	**Offer Amount**	**Costs**
	$500.00	$1,644.45
	Net to Distribute $	-$1,144.45

BC	16.47%	$0.00
BCED	0.00%	$0.00
Angleton ISD	26.85%	$0.00
Angleton-Danbury Medical Center	9.84%	$0.00
BRHND	2.40%	$0.00
Angleton Drainage	7.25%	$0.00
City of Angleton	37.19%	$0.00



1 Property with Geographic ID matching "53210082000"

JACKSON (ANGLETON), BLOCK 3, LOT 25

Property ID 218610

Geo ID 5321-0082-000

Owned by BRAZORIA COUNTY IN TRUST

Address 525 W ASH ST , ANGLETON

1 Property with Geographic ID matching "53210082000"

JACKSON (ANGLETON), BLOCK 3, LOT 25

Property ID 218610

Geo ID 5321-0082-000

Owned by BRAZORIA COUNTY IN TRUST

Address 525 W ASH ST , ANGLETON

5321-0082-000 PCT. 2

02/02/2015

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on a request from Anglia Homes to Extend a One Year Variance to the City of Angleton's Sign Ordinance of 40' to an existing sign, which was initially granted on June 23, 2015.

__ Consent item
_X_ Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: James Hunter, President of Anglia Homes LP

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

Attachments: (Attachment description)
Letter requesting an extension to a previous variance to the Sign Ordinance

Executive Summary:
Anglia Homes is requesting to renew a 40' variance to the allowable sign area allotted for new subdivisions, originally approved by council at the June 23, 2015 city council meeting. The variance was granted for one year. The previous variance allowed a sign size of 120 square feet (80' being allowable by the sign ordinance). The sign is currently located on private property within the subdivision development. Anglia is asking for a variance for a duration of one year, or two, if applicable.

Recommendation:

Staff recommends approval.

Michael Stoldt — October 11, 2016

Name — **Date**

ANGLIA HOMES
17510 Red Oak Drive
Houston, TX 77090
Office: (281) 943-5288
Fax: (281) 586-2040
www.AngliaHomesLP.com

City of Angleton
Attn: City Secretary
121 S. Velasco
Angleton, TX 77515

October 7, 2016

Dear City Secretary,

This proposal letter is to request the grant of a Variance to the sign area of the Anglia Homes community, Heritage Court in Angleton. We are requesting to reapply for a 40-foot Variance, to the sign area as our current Variance for the sign has expired. The aforementioned sign is 9 feet by 12 feet in dimension, and is located between lots 12 and 13 of Block 1 (Laurel Loop), of the Heritage Court community.

Further, if granted, this Variance will not violate parameters set forth by the city. Anglia Homes is a new-home builder established within the community, and the sign's sole purpose is to inform and display where the community is located for visibility. We request this Variance for a duration of one-year, or two-years if applicable.

Respectfully submitted,

James Hunter
President

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2016-R-10D, A RESOLUTION AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES AND THEIR DEPENDENTS.

__ Consent item
X Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Attachments: Resolution No. 2016-R-10D

Executive Summary:
Creation of a single non-profit employee benefits trust will exempt the City from paying state premium taxes, resulting in a savings of 1.75% of premium costs for health, accident and life insurance policies or contracts. The health insurance expenses will still be budgeted and charged to the various departments incurring the expenses.

Chapter 222.002(c)(5) of the Texas Insurance Code allows for a single purpose non-profit trust to be created which authorizes the exemption of such taxes on the group health, accident and life insurance premiums. The trust account will be established at the FSB-Louise, the City's bank depository, using the same signatories for the Trust's depository account. ACH payments for health, accident and life insurance premiums will be deducted from this account, and transfers from the City's pooled cash account will be added in an amount to cover the billed amount of health insurance premiums. The trustees are members of the City Council and each Trustee's term coincides with his or her term of office as a member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust. The Trustees will meet when needed in order to carry out all duties necessary for proper operation and administration of the Trust.

Staff Recommendation:
Staff recommends approval of This Resolution, implementing a single non-profit employee benefits trust to exempt the City from paying state premium taxes that equates to 1.75% of premium costs.

Mary Kay Fischer
Name

October 17, 2016
Date

RESOLUTION NO. 2016-R-10D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS.

WHEREAS, the City of Angleton, Texas (the "City") provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the exemption of such premiums and revenues from state law, provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City finds it to be in the public interest to authorize the creation of an Employee Benefits Trust for the reasons provided above.

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

Section 1. That the City Council hereby authorizes creation of an Employee Benefits Trust, designating all members of the City Council to be Trustees of said Trust, and authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, qualified retirees, and their dependents, all of which is pursuant to the Declaration of Trust attached as Exhibit "A."

PASSED, APPROVED, AND RESOLVED this 25th day of October, 2016.

_____
RANDY RHYNE, MAYOR

ATTEST:

_____
SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, CITY ATTORNEY

EXHIBIT "A"
DECLARATION OF TRUST

I.

CREATION OF TRUST

The City of Angleton ("City"), as Settlor or creator of the trust, designates the members of the City of Angleton City Council to be Trustees and declares that the City holds in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II.

PURPOSE

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The Trust is intended to qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (the "Code").

III.

DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV.

TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

A. Composition. The Trustees are the members of the City Council, and each Trustee's term is contemporaneous with his or her term of office as a Member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. Officers. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary shall rotate, coinciding with the City's Fiscal Year, between the Council members

based upon their designated places, skipping the Mayor Pro Tem and beginning with the Councilmember for Place 1. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. Compensation. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees.

D. Meetings. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.

RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

A. Rights, Powers, and Duties. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties, but only to the extent permissible for a single purpose non-profit trust under Section 222.002(c)(5) of the Texas Insurance Code:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Section II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.

4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.

5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident,

and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, administrative services, and any other services that the Trustees shall deem expedient for the proper operation of the Trust. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. The Trustees may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Section IX herein.

B. Quorum and Voting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI.

BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan

purchased or adopted by the Trust (also called "covered persons" herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII.

TRUST FUNDS

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The funds of the Trust shall not inure to the benefit of, or be distributed to, any private person, except for the payment of necessary costs and benefits described below. The Trustees may use the Trust's funds as follows:

1. to pay premiums on group health, accident and life policies or contracts;

2. to make authorized investments and paying fund management fees from the proceeds of the investment.

VIII.

LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX.

AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Section II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees. Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and then, either apply any remaining balance of the funds to provide the benefits described herein or transfer such funds to a successor whose income is excluded under Section 115(1) of the Code. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Section II herein.

X.

GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

XI.

MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Sections of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Section but shall not be used in construing this Declaration Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS HEREOF, the undersigned parties have executed this Declaration of Trust, consisting of ten (10) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Randy Rhyne, Mayor, Settlor	Date
Hardwick Bieri, Trustee	Date
Williams Tigner, Trustee	Date
Wesley Rolan, Trustee	Date
Bonnie McDaniel, Trustee	Date
Cody Vasut, Trustee	Date

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by RANDY RHYNE, Mayor of the City of Angleton on behalf of the City.

_____
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by HARDWICK BIERI.

_____
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by WILLIAMS TIGNER.

_____
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by WESLEY ROLAN.

_____
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by BONNIE MC DANIEL.

_____
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of October, 2016, by CODY VASUT.

_____
Notary Public In and For the State of Texas

(SEAL)

SCHEDULE A

The following is a list of the assets initially transferred by the City of Angleton, Texas, to the Trust:

City of Angleton's first month **(November 2016)** contributions for Employee and Dependents Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.

City of Angleton's Employee and Dependents first month **(November 2016)** of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Insurance Benefits.

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: Discussion and Possible Action on Appointing Five (5) Members to the Charter Review Commission.

__ Consent item
_X Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: Shelly Deisher, City Secretary

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

Attachments: (Attachment description)

Executive Summary:
The Charter of the City of Angleton states that the City must appoint five (5) citizens to the Charter Review Commission at the first regular meeting in October of even years. The members will serve on the board for a term of six months to review the Charter and make any suggested changes to the Charter. Any changes will be presented to City Council for possible amendments to the Charter, which would be presented to the citizens of Angleton at the next May election in 2017. Chere Rankin, Ronnie Slate, Larry Boyd, Gerald Roberts and Roger Collins have all agreed to serve on the Commission.

Recommendation:
Staff recommends approval of appointment of the five citizens listed above to the Charter Review Commission.

Shelly Deisher **October 3, 2016**

Name **Date**

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING ORDINANCE NO. 2477, BY CHANGING THE LOCATION AND HOURS THAT PARKING IS PROHIBITED ON ISABELLA BOULEVARD AND ADJACENT INTERSECTIONS NEAR ANGLETON JUNIOR HIGH SCHOOL DURING SCHOOL DAYS.

__ Consent item
X Discussion and possible action
__ Discussion item
__ Public Hearing

REQUESTED BY: David Ashburn, Chief of Police

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

Attachments: Ordinance No. 2016-O-10E

Executive Summary:

Ordinance No. 2477 was adopted sixteen (16) years ago when Angleton High School students were parking their vehicles along Isabella Boulevard and other streets in the neighborhood during school hours. Since the High School is no longer in that location, the Angleton Police Department traffic officers have monitored the traffic on Isabella Boulevard. They have also sought input from the Angleton ISD Police Department and the Sonora Homeowner's Association to determine if the need for "No Parking' in that area remains, and if so, to identify the location and hours where parking is prohibited.

As a result of the discussions between the Angleton Police Department, the AISD Police Department and the Sonora Homeowner's Association, I propose this Ordinance be amended to prohibit parking on any portion of Isabella Boulevard and within 50 feet of the intersection of Isabella Boulevard and Wagon Lane Loop North, within 50 feet of both intersections of Isabella Boulevard and Wagon Lane Loop, and within 50 feet of the intersection of Isabella Boulevard and LaPaloma Court, to place signs necessary to enforce this Ordinance and remove those that are no longer needed.

Recommendation:

Approval of Ordinance No. 2016-O-10E

David Ashburn
Name

October 19, 2016
Date

ORDINANCE NO. 2016-O-10E

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING ORDINANCE NO. 2477, BY CHANGING THE LOCATIONS AND HOURS THAT PARKING IS PROHIBITED ON ISABELLA BOULEVARD AND ADJACENT INTERSECTIONS NEAR ANGLETON JUNIOR HIGH SCHOOL DURING SCHOOL DAYS; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2477 was adopted sixteen (16) years ago when Angleton High School students were parking their vehicles along Isabella Boulevard and other streets in the neighborhood during school hours; and

WHEREAS, since the High School is no longer in that location, the Angleton Police Department consulted with the Angleton ISD Police Department and the Sonora Homeowner's Association to determine if the need for "No Parking' in that area remains, and if so, to identify the location and hours where parking is prohibited; and

WHEREAS, as a result of those consultations, the Chief of Police proposes to update the Ordinance to prohibit parking on any portion of Isabella Boulevard and adjacent intersections, to place signs on both sides of Isabella Boulevard and within 50' of designated intersections and to remove all other signs along Isabella Boulevard and the side streets;

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

SECTION 1. That Ordinance No. 2477 is amended to read as follows:

> **PARKING IS PROHIBITED BETWEEN THE HOURS OF 2:30 P.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, SCHOOL DAYS ONLY, ON ANY PORTION OF ISABELLA BOULEVARD; WITHIN 50' OF THE INTERSECTION OF ISABELLA BLVD. AND WAGON LANE LOOP NORTH; WITHIN 50' OF BOTH INTERSECTIONS OF ISABELLA BLVD AND WAGON LANE LOOP; AND WITHIN 50' OF THE INTERSECTION OF ISABELLA BLVD. AND LAPALOMA COURT.**

SECTION 2. That the Chief of Police is authorized to erect signs necessary to enforce this Ordinance and remove signs that are no longer needed.

SECTION 3. That for purposes of this Ordinance, it shall be presumed that the owner of record of the improperly parked vehicle did so, and in absence of evidence identifying another person in control of such vehicle, the complaint alleging a violation of this Section shall be filed against the owner of record.

SECTION 4. That a violation of this Ordinance is a Class C misdemeanor and upon conviction a person shall be fined an amount not to exceed five hundred dollars ($500.00).

No culpable mental state shall be required to support a conviction for a violation of this section. Each day's violation thereof shall constitute a separate offense.

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

SECTION 6. 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 way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 7. 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 8. That this Ordinance shall be effective not less than ten (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 (10) days after the passing of the Ordinance.

SECTION 9. That this Ordinance shall be in full force and effect from and after November 4, 2016.

PASSED AND APPROVED THIS 25TH DAY OF OCTOBER, 2016.

CITY OF ANGLETON

_____
RANDY RHYNE, MAYOR

ATTEST:

_____
SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, CITY ATTORNEY

ANGLETON
Where the Heart is

CITY COUNCIL AGENDA ITEM

Meeting Date: October 25, 2016

SUBJECT: Union Pacific Pipeline Crossing Agreement

__ Consent item __ Discussion item

_X_ Discussion and possible action __ Public Hearing

REQUESTED BY: Michael Stoldt, Mary Kay Fisher, and Jeff Sifford

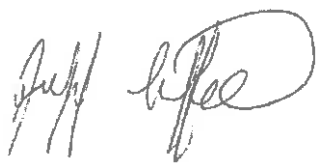
Budgeted amount: 0 **Funds requested:** 0

Fund: 0

Attachments: Pipeline Crossing Agreement

Executive Summary: Update Permit Agreement for 18" force main for Union Pacific from Lift Station #27.

Recommendations: Staff recommends approval

Name  **Date 10/18/16**

Pipeline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 02023-30

PIPELINE CROSSING AGREEMENT

Mile Post: 318.64, Angleton Subdivision/Branch
Location: Angleton, Brazoria County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of September 14, 2016, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **ANGLETON, CITY OF**, a Texas municipal corporation to be addressed at 121 S. Velasco, Angleton, Texas 77515 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **LICENSOR GRANTS RIGHT.**

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 19.5" sanitary sewer pipeline for transporting and conveying sewage only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated August 18, 2016 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewage, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be

deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 3. **INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 4. **TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

Article 5. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 6. **AGREEMENT TO SUPERSEDE**

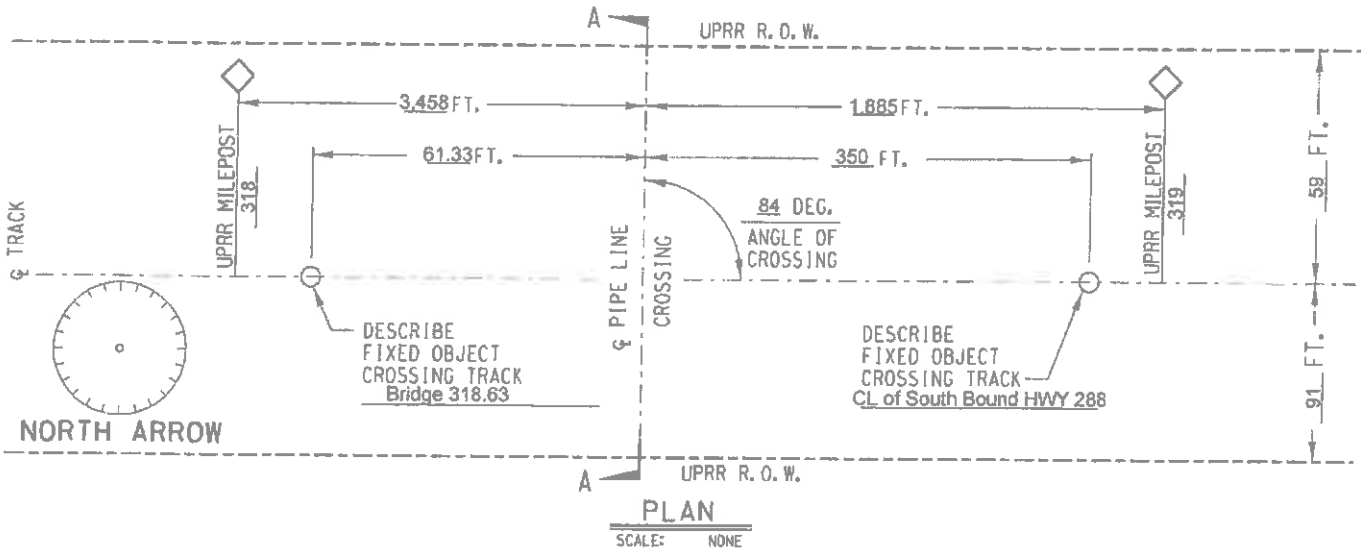
This Agreement shall cancel and supersede the Original Agreement dated August 29, 2001 and identified as Audit No. 222272 and shall take effect as of the Effective Date first herein written. The Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the pipeline crossing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

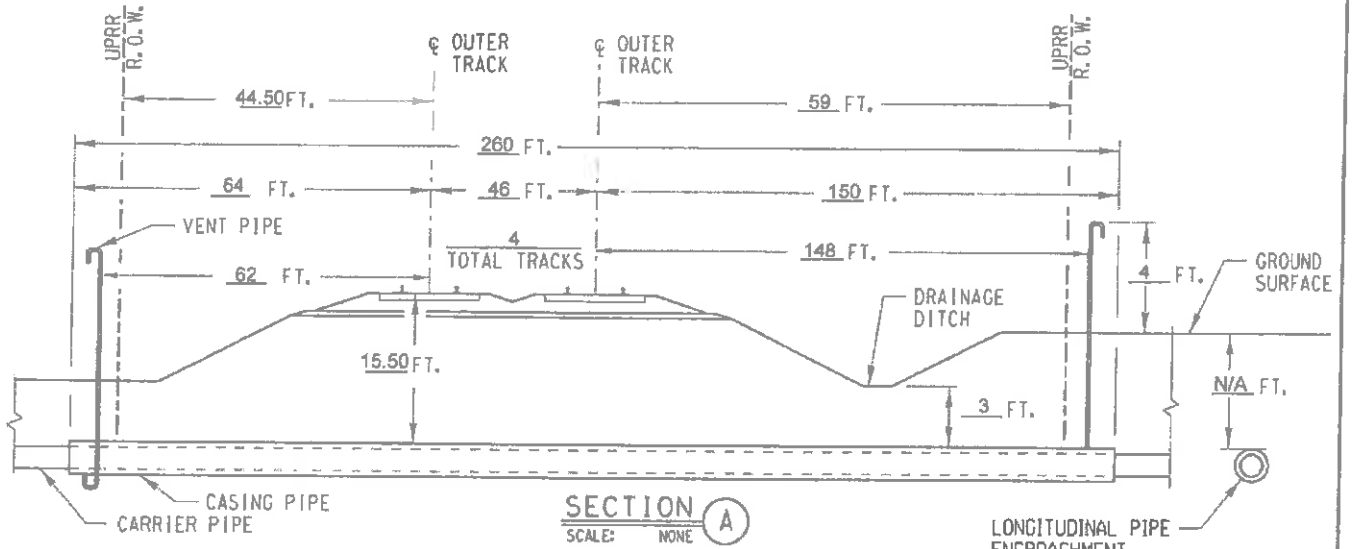
UNION PACIFIC RAILROAD COMPANY	**ANGLETON, CITY OF**
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☐ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION (A)
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

A) METHOD OF INSTALLATION OPEN CUT
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT ____.
C) SIGNS PROVIDED? YES.
D) CARRIER MATERIAL PVC C-905. IF RCP, CLASS V? ____.
COMMODITY TO BE CONVEYED SANITARY SEWER.
OPERATIONAL PRESSURE 30 PSI. MAOP 40 PSI.
WALL THICKNESS (INCH)/ SCHEDULE DR 25 Min.. DIAMETER 18 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL (SPLIT CASE). IF RCP, CLASS V? ____.
TOTAL LENGTH CASING PIPE: 260 FT. (220 FT EXISTING)
WALL THICKNESS 1/2 IN. DIAMETER 28 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES N/A AND N/A.

UNION PACIFIC **BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: Angleton Subdivision	
TRACK TYPE: SIT & Class Yard Expansion	
M.P.: 318.64	LAT.: 29°08'41" N
E.S.M.: 16823+95.28	LONG.: 95°27'11" W
NEAREST CITY: Angleton	COUNTY: Brazoria / STATE: TX
APPLICANT: City of Angleton	
FILE NO.: 2023-30	DATE: 08/18/2016

Pipeline Crossing 07/20/08

Form Approved, AVP Law

EXHIBIT B

Section 1. **LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. **NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Troy Lafleur	Casey Buus
Manager of Track	Manager of Signal
Phone: 979-248-9082	Work Phone: 832-545-2980
Email: telafleu@up.com	Email: crbuss@up.com

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. To the extent permitted by applicable law, Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of

any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. **LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. **REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. **NO INTERFERENCE WITH LICENSOR'S OPERATION.**

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. To the extent permitted by applicable law, Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT,** TO THE EXTENT PERMITTED BY APPLICABLE LAW, **THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A**

TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. To the extent permitted by applicable law, the Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and to the extent permitted by applicable law, the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. To the extent permitted by applicable law, upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. To the extent permitted by applicable law, Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the

Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Pipeline Crossing 07/20/08
Form Approved, AVP-Law

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.

(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).

(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.

(v) Before stepping over or crossing tracks, look in both directions first.

(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 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 AND SEWER 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
_x_ Public Hearing

REQUESTED BY: Michael Stoldt

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

Executive Summary:
The 2016-2017 budget was based on a water and wastewater rate increase. The proposed rate increase is a result of two factors. The first is a price increase from the Brazosport Water Authority (BWA), our regional water supplier. The second factor is increased costs associated with the extension of utilities to new areas to support continuing growth and to replace/upgrade aging infrastructure.

The Brazosport Water Authority (BWA) increased their rate to member cities on October 1, 2016. BWA increased its rate by $0.38 per 1,000 gallons. To offset this cost increase, the proposed Ordinance will increase the city rate per 1,000 gallons by $0.38. The increase will also be applied to the monthly base rate. The base rate will increase by $0.76, since it includes the first 2,000 gallons of water use.

The City has also been experiencing new growth as a result of the industrial expansion occurring in the south part of Brazoria County. To support that growth, the City has incurred additional debt to finance the cost of extending utilities to new areas. These include the area around Hwy 288/FM 523 and the area along the recently upgraded CR 220. While the City has recently implemented policies that require new development to help pay for the cost of the utility extensions, that development may not occur within the time frame required to service the new debt. To ensure that the City is able to meet its financial obligations, the proposed Ordinance will increase base monthly rates for water and sewer by an additional $1.00. That revenue will be deposited in a new "Infrastructure Fund" and used to make payments on the new debt, if necessary. If the funds are not required for servicing the new debt or pay for other utility extensions, they will be used to replace or upgrade our older existing water and sewer lines. The total increase in the base monthly rate will be $1.00 for sewer and a $1.76 for water (this includes the $0.76 increase for the 2,000 gallons included in the base rate).

The City cannot charge the "Infrastructure Fee" to property that has paid an impact fee, since the State considers that as charging for the same service twice. As a result, the monthly base rate for accounts located in an impact fee zone will be $2.00 lower for water and $2.00 lower for wastewater.

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
Water - $1.76 Monthly Minimum rate increase & $0.38 Volume Rate increase
Wastewater - $1.00 Monthly Minimum rate increase

Utility / Item	2015/2016 Rates In City	2015/2016 Rates Out City	2016/2017 Rates In City	2016/2017 Rates Out City
WATER				
Minimum Monthly Charge*				
Residential	$18.76	$23.45	$20.52	$25.65
Multi-Family (master meter)	$17.70	$22.13	$19.46	$24.33
Commercial (ind. meter)	$18.76	$23.45	$20.52	$25.65
Commercial (master meter)	$17.70	$22.13	$19.46	$24.33
Volume Rate (per 1,000 gallons)				
All customers - for usage above base allotment				
1 to 8,000 gallons	$5.54	$6.92	$5.92	$7.40
8,001 to 23,000 gallons	$5.90	$7.38	$6.28	$7.85
23,001 to 48,000 gallons	$6.26	$7.82	$6.64	$8.30
> 48,000 gallons	$6.90	$8.62	$7.28	$9.10
WASTEWATER				
Minimum Monthly Charge				
Residential**	$8.84	$11.05	$9.84	$12.30
Multi-Family (master meter)	$10.19	$12.74	$11.19	$13.99
Commercial (ind. meter)	$10.19	$12.74	$11.19	$13.99
Commercial (master meter)	$10.19	$12.74	$11.19	$13.99
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**	**$44.94**	**$56.24**

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

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

Michael Stoldt
Name

October 6, 2016
Date

CITY COUNCIL AGENDA ITEM
Meeting Date: October 25, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2016-O-10C; 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 AND SEWER 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
_x_ Discussion and possible action
___ Discussion item
___ Public Hearing

REQUESTED BY: Michael Stoldt

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

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The City has also been experiencing new growth as a result of the industrial expansion occurring in the south part of Brazoria County. To support that growth, the City has incurred additional debt to finance the cost of extending utilities to new areas. These include the area around Hwy 288/FM 523 and the area along the recently upgraded CR 220. While the City has recently implemented policies that require new development to help pay for the cost of the utility extensions, that development may not occur within the time frame required to service the new debt. To ensure that the City is able to meet its financial obligations, the proposed Ordinance will increase base monthly rates for water and sewer by an additional $1.00. That revenue will be deposited in a new "Infrastructure Fund" and used to make payments on the new debt, if necessary. If the funds are not required for servicing the new debt or pay for other utility extensions, they will be used to replace or upgrade our older existing water and sewer lines. The total increase in the base monthly rate will be $1.00 for sewer and a $1.76 for water (this includes the $0.76 increase for the 2,000 gallons included in the base rate).

The City cannot charge the "Infrastructure Fee" to property that has paid an impact fee, since the State considers that as charging for the same service twice. As a result, the monthly base rate for accounts located in an impact fee zone will be $2.00 lower for water and $2.00 lower for wastewater.

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
Water - $1.76 Monthly Minimum rate increase & $0.38 Volume Rate increase
Wastewater - $1.00 Monthly Minimum rate increase

Utility	Item	2015/2016 Rates In City	2015/2016 Rates Out City	2016/2017 Rates In City	2016/2017 Rates Out City
WATER					
	Minimum Monthly Charge*				
	Residential	$18.76	$23.45	$20.52	$25.65
	Multi-Family (master meter)	$17.70	$22.13	$19.46	$24.33
	Commercial (ind. meter)	$18.76	$23.45	$20.52	$25.65
	Commercial (master meter)	$17.70	$22.13	$19.46	$24.33
	Volume Rate (per 1,000 gallons)				
	All customers - for usage above base allotment				
	1 to 8,000 gallons	$5.54	$6.92	$5.92	$7.40
	8,001 to 23,000 gallons	$5.90	$7.38	$6.28	$7.85
	23,001 to 48,000 gallons	$6.26	$7.82	$6.64	$8.30
	> 48,000 gallons	$6.90	$8.62	$7.28	$9.10
WASTEWATER					
	Minimum Monthly Charge				
	Residential**	$8.84	$11.05	$9.84	$12.30
	Multi-Family (master meter)	$10.19	$12.74	$11.19	$13.99
	Commercial (ind. meter)	$10.19	$12.74	$11.19	$13.99
	Commercial (master meter)	$10.19	$12.74	$11.19	$13.99
	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**	**$44.94**	**$56.24**

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

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

Michael Stoldt
Name

October 6, 2016
Date

ORDINANCE NO. 2016-O-10C

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 AND SEWER 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.

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 .38 cents per 1,000 gallons of water due to the planned expansion of its water treatment facilities; and

WHEREAS, the City Council of Angleton, Texas, deems it necessary to increase city water usage rates by 38 cents per 1,000 gallons; and

WHEREAS, the cost for extending utilities to new growth areas and replacing or upgrading existing infrastructure is increasing; and

WHEREAS, the City Council of Angleton, Texas, deems it necessary to increase the base monthly water and sewer rate by an additional $1.00 each to pay for the extension of water and sewer infrastructure to new areas and replace/upgrade existing infrastructure; 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, to insure that customers paying an impact fee are not charged twice for the extension of utilities, the water and sewer Base Monthly Rate for utility accounts that are located in an active impact fee area shall be $4.00 less; and

WHEREAS, the 2016-2017 Budget was prepared based on the increases cited above; 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 0K to 8K	8K – 23K	23K-48K	over 48K	Max Mthly Charge
Table I-Residential (ind. meter)	$20.52	2000 gals	$5.92	$6.28	$6.64	$7.28	n/a
Table II-Multi-family (master meter)	$19.46	2000 gals	$5.92	$6.28	$6.64	$7.28	n/a
Table III-Commercial (ind. meter)	$20.52	2000 gals	$5.92	$6.28	$6.64	$7.28	n/a
Table IV-Commercial (master meter)	$19.46	2000 gals	$5.92	$6.28	$6.64	$7.28	n/a

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be $2.00 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)	$9.84	0 gals	$2.70	$44.94
Table II-Multi-family (master meter)	$11.19	0 gals	$3.52	n/a
Table III-Commercial (ind. meter)	$11.19	0 gals	$3.52	n/a
Table IV-Commercial (master meter)	$11.19	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 $2.00 less than the amount stated.

Section 26-72. Water/Sewer Rates – Outside City Service – Customers living outside of the City of Angleton shall be charged at a rate equal to one and one quarter (1.25) times the Inside City Rates. Inasmuch as the cost of providing utility service to customers living outside the City is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the City.

Outside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per 1000 gallons usage above base allotment 0K to 8K	8K – 23K	23K-48K	over 48K	Max. Mthly Charge
Table I-Residential (ind. meter)	$25.65	2000 gals	$7.40	$7.85	$8.30	$9.10	n/a
Table II-Multi-family (master meter)	$24.33	2000 gals	$7.40	$7.85	$8.30	$9.10	n/a
Table III-Commercial (ind. meter)	$25.65	2000 gals	$7.40	$7.85	$8.30	$9.10	n/a
Table IV-Commercial (master meter)	$24.33	2000 gals	$7.40	$7.85	$8.30	$9.10	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 $2.00 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)	$12.30	0 gals	$3.38	$56.24
Table II-Multi-family (master meter)	$13.99	0 gals	$4.40	n/a
Table III-Commercial (ind. meter)	$13.99	0 gals	$4.40	n/a
Table IV-Commercial (master meter)	$13.99	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 $2.00 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 November 2016.

PASSED AND APPROVED on this the 25th day of October, 2016.

_____
RANDY RHYNE, Mayor

ATTEST:

_____
SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

MONTHLY REPORT September 2016

2	New Homes		$309,594.00
2	Residential Addition		$41,850.00
0	Residential Remodel		$0.00
1	New Commercial		$200,000.00
1	Commercial Remodel		$4,200.00
0	Commercial Addition		$0.00
17	Roofing Permits		$1,295.00
0	Swimming Pools		NA
		TOTAL	$556,939.00

New Homes

San Miguel Quality Homes, LLC 36 Texian Trail S	310	$150,000.00
Anglia Homes 1220 Laurel Loop	349	$159,594.00
	TOTAL	$309,594.00

Residential Addition

3 Shallowbrook Ln	379	$24,850.00
449 E Kiber	395	$17,000.00
	TOTAL	$41,850.00

Residential Building Remodel

TOTAL	$0.00

New Commercial

James A Dannhaus Duplex 1352 & 1354 Hospital Dr.	377	$200,000.00
	TOTAL	$200,000.00

Commerical Remodel

1200 N Velasco # 130	307	$4,200.00
	TOTAL	$4,200.00

Commercial Addition

	TOTAL	$0.00

Swimming Pools

	TOTAL	$0.00

Total permits for each month

September	173

CONSTRUCTION IN PROGRESS

1637A Alena Road	Residential Addition
96 Cannan	New Commercial
609 Catalpa	Residential Addition
1901 FM 523	Commercial Addition
2301 FM 523	New Commercial
1220 Gifford Road	New Home
1400 Henderson Road(Building9)	Commercial Re-Model
3000 N. HWY 288	New Commercial-New shop
220 W Orange	New Home
121 Knight St	New Home
1279 Laurel Lane	New Home
1232 Laurel Loop	New Home

1237 Laurel Loop	New Home
1283 Laurel Lane	New Home
1287 Laurel Lane	New Home
1291 Laurel Lane	New Home
1360 Laurel Loop	New Home
609 E Live Oak	Residential Building Re-Model
904 Manor Dr.	New Home
1116 E Mulberry	New Commercial
1980 E. Mulberry	New Commercial
823 Oak Ridge Dr.	New Home
132 E. Peach	Residential Bldg Remodel
49 Ranch House Loop	New Home
257 N Ranch House Rd.	New Home
705 Rustic Oaks	New Home
717 Rustic Oaks	New home
732 Rustic Oaks	New Home
713 Spanish Trace	New Home
864 Spreading Oaks	New Home
879 Spreading Oaks Dr.	New Home
891 Spreading Oaks Dr.	New Home
1200 Shady Oak	New Home
205 Trailride Road	New Home
1124 N Velasco	Commercial Building Re-Model
580 S Walker	New Home

CERTIFICATES OF OCCUPANCY ISSUED SEPTEMBER 2016

620 Cotharn	Residential CO
1103 N Velasco-Rebel Rose	Tenant CO
1216 N Velasco-BCAA	Tenant CO
2916 N Velasco Tractor Supply-temp CO	Commercial CO
1401 E Mulberry Luxe Nail Spa	Commercial CO

CODE ENFORCEMENT REPORT
September 2016
Prepared by: Laurie Rodriguez

MONTHLY SUMMARY

HOUSES/BUILDINGS DEMOLISHED BY OWNER - 1

HOUSES/BUILDINGS DEMOLISHED BY CITY - 0

CITATIONS ISSUED - 0

WARNING CITATIONS ISSUED - 1

COMPLAINTS RESOLVED – 18

COMPLAINTS IN PROGRESS – 20

CERTIFIED LETTER MAILED – 7

HOUSES/BUILDINGS DEMOLISHED BY OWNER: 1

626 E. Mulberry

HOUSES/BUILDINGS DEMOLISHED BY THE CITY: 0

CITATIONS ISSUED: 1

DATE	#	ISSUED TO	VIOLATION	ISSUED BY

WARNING CITATIONS ISSUED: 1

DATE	#	ISSUED TO	VIOLATION	ISSUED BY
9/15/2016	1708	Luis Benavides Sanchez	No sign permit for freestanding sign	LRodriguez

COMPLAINTS RESOLVED: 18

908 N. Arcola	Outside storage
916 N. Arcola	High grass
1108 N. Arcola	High grass (mowed by contractor, lien filed)
1034 S. Anderson	High grass
Alena & Kadera	High grass
333 Munson Ct.	Abandoned vehicle
419 E. Mulberry	High grass
429 E. Mulberry	High grass
136 E Myrtle	High grass
1116 Nottingham	Visibility issue
1020 Nottingham	Outside Storage
2841 Remington	High grass

Rice St. at Anderson St.	Illegal discharge of grey water
208 Tracy St.	Boat parked in the street
224 Tracy St.	Boat & trailer parked in street
305 Trailride	High grass
3 Richland Circle	Limbs
316 Richmond	High grass

COMPLAINTS IN PROGRESS: 20

1632 Alena Rd.	High grass
720 W. Ash	Dilapidated structure
228 Bald Prairie	Outside storage
1001 S Belle	High grass
168 Dallas	High grass
613 Earls Ct	Abandoned vehicle
501 Hurst St	High grass
1069 Houston	High grass
621 E Kyle	Outside storage
624 E. Lorraine	High grass
519 W. Magnolia	High grass
217 N. Morgan	High grass
326 N. Morgan - behind house	High grass
701 S. Morgan	High grass & weeds
W. Mulberry @ S. Erskine	High grass
129 Prairie Lea	High grass
609 Prairie Lane	High grass
1104 Southhampton	High grass
132 Tracy (behind house)	High grass
245 Trailride	High grass

CERTIFIED LETTERS MAILED: 7

W Mulberry (corner of S Erskine)	High grass
217 N. Morgan	High grass
419 E. Mulberry	High grass
429 E. Mulberry	High grass
129 Prairie Lea	High grass
2841 E. Remington	High grass
1104 Southhampton	High grass

	Name of Establishments Permitted	Date Issued	Permit Fee Paid		
	UTMB	9/1/2016	$250.00		
	Jackpot Island	9/2/2016	$200.00		
	Popeye's	9/6/2016	$300.00		
	Sharon Floweree-Ice Cream Truck	9/8/2016	$50.00		
	Clean & Lean Nutrition-Forever Strong	9/9/2016	$200.00		
	Billy's Donuts	9/19/2016	$200.00		
	Bimbo Bakeries	9/20/2016	$200.00		
	El Taco Loco #2	9/20/2016	$250.00		
	Buc-ees	9/22/2016	$300.00		
	King Dollar	9/30/2016	$200.00		
	One Eleven Diner	9/30/2016	$200.00		
	Mama's Kitchen	9/30/2016	$250.00		
	Total		$2,600.00		

	A	B	C	D	F
1		Establishement	Date of Inspection	Score	Inspector
2		Wild Flower Café	9/6/2016	81	KB/AL
3		Angleton Early Learning Center	9/6/2016	83	KB/AL
4		AISD Central Elementary	9/7/2016	100	LR/AL
5		Sharon Flowerree Ice Cream Tı	9/8/2016	100	KB
6		AISD Southside Elementary	9/15/2016	100	LR/AL
7		AISD Ace High School	9/21/2016	100	KB/AL
8		AISD Westside Elementary	9/21/2016	97	KB/AL
9		Shell Angleton	9/22/2016	99	LR/AL
10		El Patio	9/28/2016	74	KB/AL
11		Green House Childcare	9/29/2016	94	LR/AL
12		Tiny Treasures	9/29/2016	96	LR/AL

Shelly Deisher

From: Martha Eighme
Sent: Thursday, October 20, 2016 11:28 AM
To: Shelly Deisher
Subject: Staff Reports

Economic Development and Tourism Staff Report

Visibility/Cultivation/ Maintenance - October marked the beginning of this new combined Economic Development/Tourism venture and it's been a busy month. In these first weeks, I've concentrated on wrapping up some of the Development Incentive projects which will be coming to you shortly. I've also taken the opportunity to assess the Economic Development presence for Angleton and ways we can improve our visibility as well as get the word out about the great incentive programs we offer. In the coming months we will be revising the current Economic Development website portion as much as possible and hope to move to a new Economic Development site within the current City website as soon as we can. I've had some great conversations/meetings with real estate brokers and developers and will continue to stress the wonderful things that make Angleton unique. Letters are also being written to invite potential businesses to "take a look" at Angleton when considering expansion. In an effort to make sure we are taking care of those that have already invested in Angleton I will also focus on fostering these continuing relationships. My 15 years in the Development field have taught me that no one thing can ensure success as it takes marketing, cultivation, and desire to establish relationships with the investors in our community that will make our Economic Development efforts a success. My short time in this position has shown me that the people are in place to contribute to making great things happen. You need only to sit in on a pre-development meeting to see what a great team - who are passionate about their prospective area of expertise- we have at the City of Angleton. Time after time we are told by developers – "I wish it were like this when working with other cities, you make us feel welcome and like you want to help us be a success!" While we have work to do, I am excited to help bring my experience to this already great team. Thank you for your support.

Great News! Angleton Soccer Club has been awarded the STYSA Eastern Division District Playoffs coming up in December. After looking at our fields and being impressed, they awarded this significant event – Way to go Parks Dept.! We have discussed H.O.T. funds and ways we can help them be a success and will keep you posted on progress.

November Market Days –We will have another full show! Mark your calendar for Saturday and Sunday, November 19/20th. With about 10,000 shoppers through the gates at the last show, it's a fantastic event for the City of Angleton. Join Us!

Heart of Christmas – Saturday, December 3. Rides and Santa are secured for the event and signups are already in full swing. We would like to invite Council to participate in the parade and ride in the bucket truck. It's an incredible gift to the community, and we welcome your help and support.

City of Angleton Map – Work continues on the new City of Angleton map.

Visitor Information Kiosk - Plants are ordered for the sprucing up of the Visitor Information entrance. Beautification is coming soon!

Martha Eighme
Economic Development and Tourism Director
City of Angleton
121 S. Velasco
Angleton, TX 77515
979-849-4364 x 2111
meighme@angleton.tx.us

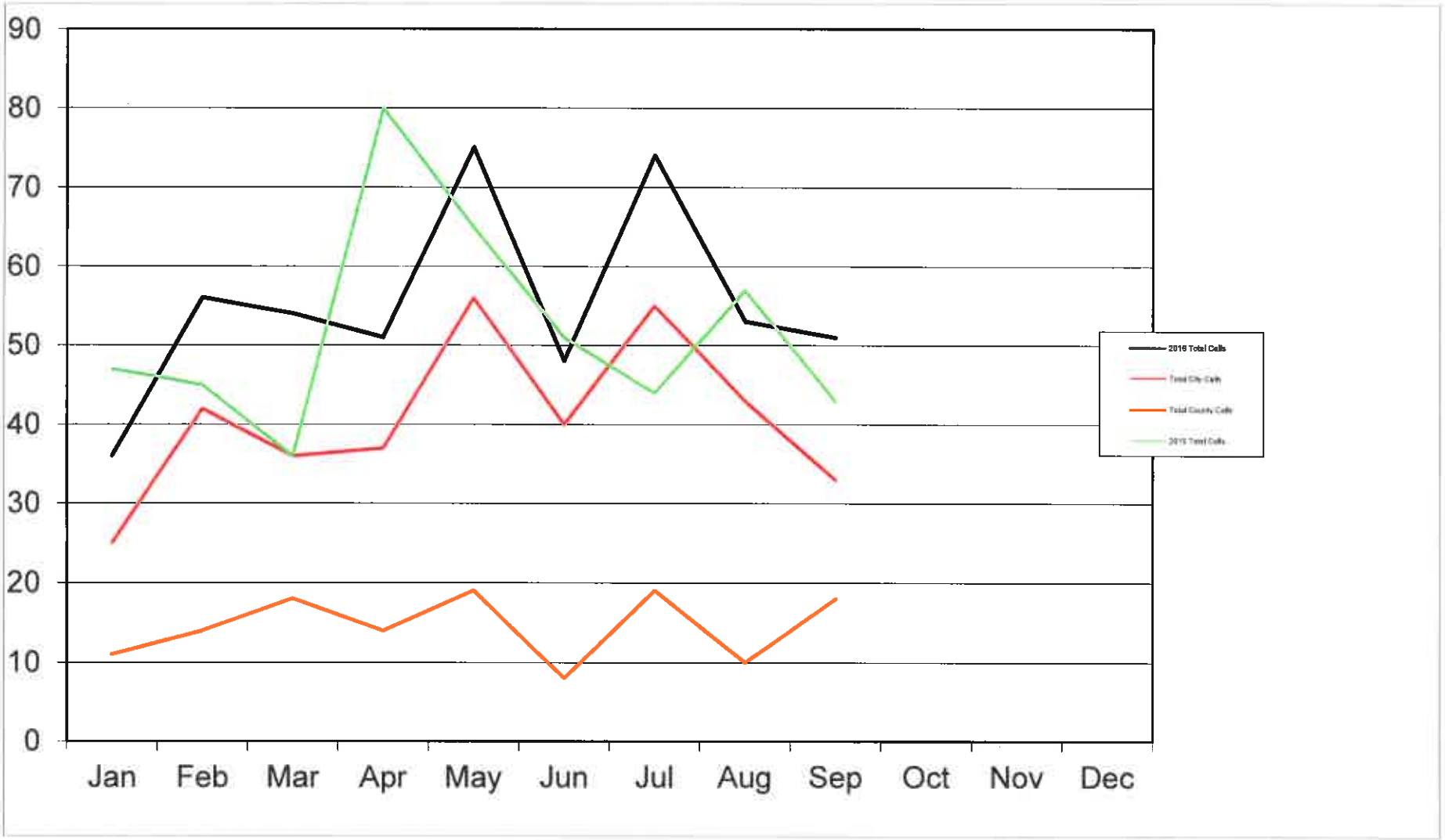
Emergency Management Report
September 2016
Submitted by K. Davis, Asst. Chief of Police / EMC

- Attended BC-OEM monthly meeting
- Received notification of approval from TDEM for City of Angleton Emergency Basic Plan.
- Received notification of approval from TDEM on Haz-Mat table top exercise conducted on 8/25/16
- Taught NIMS 100/700/200/800 to all new city employees
- Took 45 hrs of PTO
- 1 Holiday

2016 Department Incident Summary

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Totals
2015 Total Calls	47	45	36	80	65	51	44	57	43				468
2016 Total Calls	36	56	54	51	75	48	74	53	51				498
EMS	1	1	3	4	1	2	4	0	0				16
HAZMAT Incident	5	8	6	2	2	1	9	4	4				41
Landing Zone	5	11	9	14	11	5	9	12	5				81
No Run Call	5	9	18	1	3	2	6	7	1				52
Other	9	6	7	6	5	3	0	2	1				39
Public Relations	0	0	0	4	10	5	7	3	10				39
Rescue	0	2	0	1	1	9	6	1	5				25
Structure Fire	9	17	8	14	32	11	23	13	17				144
Vehicle Fire	1	1	1	1	2	6	5	4	4				25
Wild Land Fire	1	1	2	4	8	4	5	7	4				36
Previous Year Compare	-23%	24%	50%	-36%	15%	-6%	68%	-7%	19%				6%
Avg Personnel per Call	5	9	8	10	10	9	12	7	7				N/A
Total Scene Hours	18	46	44	48	74	69	92	58	71				520
Total Manhours on Scene	98	362	370	369	394	574	494	418	452				3531
Total City Calls	25	42	36	37	56	40	55	43	33				367
Total County Calls	11	14	18	14	19	8	19	10	18				131
Mutual Aid Calls	8	7	3	4	15	6	14	16	13				86
False Alarms	1	7	2	0	3	1	7	4	3				28
Fatalities	0	0	0	0	0	0	0	0	0				0

2016 Department Incident Summary



City Council Report
October 2016

Upcoming

Education – KAB will be gifting 30 books and 1 teacher's manual to Northside Elementary for teacher, Ms. Cheryl Scarborough, to start a Junior Master Gardener's program.

Fair Parade – KAB will be entering a float into the Brazoria County Fair Parade on Saturday, October 22nd. KAB board members will be riding on the float along with mascot, Blue Bag Man.

Recycle Bowl – KAB is currently contacting Angleton schools to participate in Keep America Beautiful's Recycle Bowl contest. It's a chance for each school to win some money by turning in weekly records of each of their recycling from October 17th – November 15th.

Past

Liberty Garden – KAB used the $1000 Union Pacific Grant for the Liberty Garden in front of city hall. Wells Landscape went out and weeded, put in new butterfly friendly flowers and mulched.

Ongoing

Yard and Business of the Month – The yard of the month is 1032 Grove Drive and the business of the month is Angleton Cemetery, 328 Cemetery Rd.

Lend-A-Bin Recycling Program and Trash/Recycle Centers (TRC's) – No future loans known

Facebook and Twitter – KAB posted pictures of the September Yard and Business of the Month and a flyer about Wednesday's recycle pick-up. We are up to 2,237 followers on Facebook.

Municipal Courts
Activity Detail
January 1, 2016 to January 31, 2016

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Angleton

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 1/1/2016:							
Active Cases	2,638	6	0	142	474	134	3,394
Inactive Cases	2,225	5	0	439	813	58	3,540
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	213	0	0	33	20	11	277
Cases Reactivated	82	0	0	16	4	0	102
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	2,933	6	0	191	498	145	3,773
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	105	0	0	12	12	5	134
Dismissed by Prosecution	34	0	0	0	2	1	37
Total Dispositions Prior to Court Appearance or Trial	139	0	0	12	14	6	171
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	23	0	0	1	1	8	33
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	7	0	0	2	5	4	18
Total Dispositions at Court Appearance or Trial	30	0	0	3	6	12	51
Compliance Dismissals:							
After Driver Safety Course	41	---	---	---	---	---	41
After Deferred Disposition	23	0	0	0	2	1	26
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	2	---	---	---	---	---	2
All Other Transportation Code Dismissals	22	0	0	0	0	0	22
Total Compliance Dismissals	88	0	0	0	2	1	91
All Other Dispositions	1	0	0	0	0	0	1
Total Cases Disposed	258	0	0	15	22	19	314
Cases Placed on Inactive Status	57	0	0	33	9	3	102
Cases Pending 1/31/2016:							
Active Cases	2,618	6	0	143	467	123	3,357
Inactive Cases	2,200	5	0	456	818	61	3,540
Show Cause Hearings Held	8	0	0	0	2	0	10
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

Municipal Courts
Activity Detail
January 1, 2016 to January 31, 2016

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Angleton

CIVIL/ADMINISTRATIVE CASES

	Total
Cases Pending 1/1/2016:	
Active Cases	2
Inactive Cases	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	2
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 1/31/2016:	
Active Cases	2
Inactive Cases	0
Cases Appealed:	
After Trial	0
Without Trial	0

JUVENILE/MINOR ACTIVITY

	Total
Transportation Code Cases Filed	7
Non-Driving Alcoholic Beverage Code Cases Filed	0
Driving Under the Influence of Alcohol Cases Filed	0
Drug Paraphernalia Cases Filed	0
Tobacco Cases Filed	0
Truant Conduct Cases Filed	0
Education Code (Except Failure to Attend) Cases Filed	2
Violation of Local Daytime Curfew Ordinance Cases Filed	0
All Other Non-Traffic Fine-Only Cases Filed	0
Transfer to Juvenile Court:	
Mandatory Transfer	0
Discretionary Transfer	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges)	0
Juvenile Statement Magistrate Warning:	
Warnings Administered	0
Statements Certified	0
Detention Hearings Held	0
Orders for Non-Secure Custody Issued	0
Parent Contributing to Nonattendance Cases Filed	0

Municipal Courts
Activity Detail
January 1, 2016 to January 31, 2016

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Angleton

ADDITIONAL ACTIVITY

	Number Given	Number Requests for Counsel
Magistrate Warnings:		
Class C Misdemeanors	0	
Class A and B Misdemeanors	0	0
Felonies	0	0

	Total
Arrest Warrants Issued:	
Class C Misdemeanors	98
Class A and B Misdemeanors	0
Felonies	0
Capiases Pro Fine Issued	48
Search Warrants Issued	0
Warrants for Fire, Health and Code Inspections Filed	0
Examining Trials Conducted	0
Emergency Mental Health Hearings Held	0
Magistrate's Orders for Emergency Protection Issued	0
Magistrate's Orders for Ignition Interlock Device Issued	0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond	0
Driver's License Denial, Revocation or Suspension Hearings Held	0
Disposition of Stolen Property Hearings Held	0
Peace Bond Hearings Held	0
Cases in Which Fine and Court Costs Satisfied by Community Service:	
Partial Satisfaction	1
Full Satisfaction	1
Cases in Which Fine and Court Costs Satisfied by Jail Credit	38
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	$ 0
Fines, Court Costs and Other Amounts Collected:	
Kept by City	$ 31,420
Remitted to State	$ 14,832
Total	$ 46,252

Violations by Filed Date...

TRAFFIC	557	
STATE LAW	46	
CITY ORDINANCE	2	
Total Filed Violations		605

Completed Cases...

Paid Fine...

TRAFFIC	130	
STATE LAW	23	
CITY ORDINANCE	0	
Total Paid Fines		153

Before Judge...

TRAFFIC	32	
STATE LAW	9	
CITY ORDINANCE	1	
Total Before Judge		42
Total Completed		195

Other Completed...

DISMISSED DSC DISCRETIONARY

TRAFFIC	6	
STATE LAW	0	
CITY ORDINANCE	0	
Total		6

DISMISSED DSC MANDATORY

TRAFFIC	34	
STATE LAW	0	
CITY ORDINANCE	0	
Total		34

DISMISSED AFTER DEFERRED DISP

TRAFFIC	20	
STATE LAW	5	
CITY ORDINANCE	0	
Total		25

DISMISSED/PRESENTED INSURANCE

TRAFFIC	8	
STATE LAW	0	
CITY ORDINANCE	0	
Total		8

COMPLIANCE DISMISSAL

TRAFFIC	34	
STATE LAW	0	
CITY ORDINANCE	0	
Total		34

DISMISSED BY PROSECUTOR

TRAFFIC	32	
STATE LAW	7	
CITY ORDINANCE	0	
Total		39

VOIDED DOCKET

TRAFFIC	3	
STATE LAW	0	
CITY ORDINANCE	0	
Total		3

WARNING TICKET

TRAFFIC	8	
STATE LAW	0	
CITY ORDINANCE	0	
Total		8

Total Other Completed	157
Grand Total Completed	352
Net Difference Filed/Complete	253

Warrants...

Issued...

TRAFFIC	90	
STATE LAW	41	
CITY ORDINANCE	2	
Total Violations		133
Total Warrants Issued		133

Cleared...

TRAFFIC	110	
STATE LAW	63	
CITY ORDINANCE	0	
Total Violations		173
Total Warrants Cleared		173

Change in Total Warrants	40-

Other Paid Cases...

Paid Fine...

Total Other Paid Fines	110

TITLE7	TITLE 7 TRANS CODE FINES	$15,311.44
CCC04	CONSOLIDATED COURT COST	$10,925.39
TFC	TFC	$583.18
AR	ARREST FEE	$1,301.81
STF	STATE TRAFFIC FEE	$5,831.78
MCBS	MUNICIPAL COURT BUILDING SEC.	$819.44
CTF	COURT TECHNOLOGY FUND	$1,092.54
SJRF	STATE JURY FEE	$1,092.54
JFCI	JUDICAL FEE CITY	$163.86
JFCT2	JUDICAL FEE COUNTY	$1,474.90
IDF	INDIGENCY DEFENSE FEE	$546.27
CJFS	Civil Justice Fee State	$18.57
CJFC	Civil Justice Fee Court	$2.09
TPF	TRUANCY PREVENTION FUND	$527.24
DSC	DSC ADMIN FEE	$582.25
FINE	FINE	$5,204.67
WRNTFE	WARRANT FEE	$2,871.48
TLFTA1	OMNI BASE-STATE	$1,172.70
TLFTA2	OMNI BASE	$349.99
TLFTA3	LOCAL OMNI BASE FEE	$228.97
COLAGY	COLLECTION AGENCY FEE	$3,018.87
CS2	CHILD SAFETY FEE	$701.04
TP-L	TIME PAYMENT PLAN - LOCAL	$446.66
TP-S	TIME PAYMENT PLAN - STATE	$558.36
TP-L-C	TIME PAYMENT FEE - EFFIENCY	$111.61
AF2	$20 ADMINISTRATIVE FEE	$620.00
ADMIN	SPECIAL EXPENSE FEE $100	$8,222.80
NA	NOTICE TO APPEAR	$2.48
AF	$10 ADMINISTRATIVE FEE	$30.00
Total Fees/Fines Paid		$63,812.93

PARKS AND RECREATION MONTHLY REPORT

PARKS OPERATIONS: September
All parks, except Bates and Dickey, are cleaned and stocked on Mondays by Albert Morneau & Kevin Randall. Bates and Dickey Parks are cleaned and stocked on Mondays by Scott Evans, Timothy Williams and Jonathan Eberspacher.

RECREATION CENTER mowed on Mondays by Scott Evans, Timothy Williams & Jonathan Eberspacher

POLICE DEPARTMENT mowed on Mondays by Albert Morneau & Kevin Randall

B G PECK SOCCER COMPLEX mowed on Tuesdays by Larry Bosarge, Timothy Williams & Jonathan Eberspacher

FREEDOM PARK mowed on Wednesday by Larry Bosarge, Timothy Williams & Jonathan Eberspacher

BATES AND DICKEY PARKS mowed on Thursday and Friday by Larry Bosarge and Scott Evans

MASTERSON PARK, VETERANS PARK, BRUSHY BAYOU PARK AND MAYBE OLD CITY POOL/AREA mowed by Kevin Ward and Epi Bedolla

CITY HALL/LIBERTY GARDEN & RENTENTION POND @ PRESBYTERIAN CHURCH mowed on the weekend by Scott Evans

MOWING:

MONDAY - Larry Henry empties all the bus stop trash containers and then goes on to Hwy288 median to mow in the median. Monday through Thursdays, Lane Antenen and Keith Mooney tractor/slope mow selected areas within the city limits from North to South

TUESDAY - Hwy 288 median between shrubs/trees, Hospital Dr., Buchta Rd., Downing St., City lot by Lexington Square Apts., Dennis Ct., Mick's old office on Hwy35, East Heart, North Heart, Carey Ct., Firestone triangle, TxDot triangle and Old Sewer plant.

WEDNESDAY - Henderson Rd. across from Jr. High School, Henderson road down to 3-corners at Valderas street, N. Valderas & Piney Way St., City lot across from TDECU Credit Union at Henderson Road & Business Hwy288, City lot across from the Shell station at Henderson Rd. & Business Hwy288, Silver Saddle ditch, E. Bronco Bend Dr., and Bus barn ditch on T.J. Wright St .and start on Loop274, Hwy288 median between shrubs/trees.

THURSDAY - Loop 274, Dog Park, Police storage area on Kiber Street and the Old City Barn area on S. Anderson St .

All places are weedeated and debris blown away as needed. Periodically all places are sprayed with Herbicide as needed.

Trash barrels in the Parks are emptied as needed and all BBQ Grills in the Parks are cleaned out on weekends by Scott Evans.

On Wednesdays, the Parks Department utilizes the TDCJ inmate Community Service Workers to pick up trash/debris on Hwy288, pull weeds/grass in flower beds in our Parks and at the Recreation Center.

PARKS AND RECREATION MONTHLY REPORT

PARKS

- Employee of the Month
  - September – Keith Mooney
- Kevin Ward and Epi Bedolla helped out the Public Works Dept by building a metal safety cage for their new brush truck.
- Lane Antenen was selected as Parks' Foreman
- Crews installed a portable air conditioning unit at the BG Peck Park concession stand. It was the only un-air conditioned concession stand in the city.
- Crews removed an old cracked and broken sidewalk at the soccer complex and replaced with a 6' ADA compliant concrete sidewalk
- Crews cut trees and branches at several intersections at the request of Code Enforcement

RECREATION CENTER

- Geri Gonzales was named as new Recreation Supt
- Jonathan Phillips was named as new Facility Manager
- October 22, 2016 will be the annual Fall Family Festival at Freedom Park
  - 5k race
  - Pumpkin Patch
  - Pumpkin carving demonstrations
  - Reptile Exhibit from Crocodile Encounter
  - Hay Rides
  - Games
  - Etc…
- September saw 6,940 people through the doors of the Recreation Center and brings our YTD admittance to 85,825.

Group Fitness Classes

- Our most popular group exercise class is Zumba, averaging of 15 participants each week.
- Swing dancing class is doing well and we are adding a couple new classes in November
- Jeff Meir – one of our group exercise instructors had a stroke in March and is doing much better. He will back at ARC teaching a few classes in November.
- Our Water Aerobics program is averaging more than 30 people per class 5 mornings/week
  - We have also added an evening water aerobics class to the schedule because of the popularity of this class

SENIOR PROGRAM

- Senior Hearts Christmas Party will be December 7, 2016
- Upcoming November Trips
  - November 7, 2016 – St. Arnold's Brewery Tour; Houston, TX
  - November 14-15, 2016 – Whooping Crane Boat Tour; Rockport, TX
  - November 26, 2016 – Home for the Holidays Market; Galveston, TX
- Lunch Bunch Trips:
  - November 4, 2016 – Stomp Burgers; Bacliff, TX

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 09/01/2016 to 09/30/2016

Adjustments Excluded - All Sales

ANGLETON

Revenue Group / Activity	Class			TOTAL
Activities				
- Fitness				
TRICK OR TROT 5K	TRICK OR TROT 5K	60-300-815	HEALTH AND WELLNESS	18.00
			TRICK OR TROT 5K Totals:	**18.00**
			Fitness Totals:	**18.00**
- Other				
FALL FAMILY FEST 2016	VENDOR BOOTH	60-300-814	Community Special Event	105.00
			FALL FAMILY FEST 2016 Totals:	**105.00**
			Other Totals:	**105.00**
- Travel				
TRIPS	2016 DICKENS ON THE STRAND	60-300-817	SENIOR PROGRAMS	320.00
	2016 FESTIVAL OF LIGHTS & ICE SCULPTURES	60-300-817	SENIOR PROGRAMS	840.00
	2016 GRUENE AND SAN MARCOS SHOPPING	60-300-817	SENIOR PROGRAMS	37.50
	2016 HOME FOR THE HOLIDAYS GIFT MARKET	60-300-817	SENIOR PROGRAMS	45.00
	2016 MARGARITAVILLE CASINO & ROSE GARDEN	60-300-817	SENIOR PROGRAMS	1,134.00
	2016 MARGARITAVILLE CASINO & ROSE GARDEN	60-300-817	SENIOR PROGRAMS	103.00
	2016 PLAY IN WHARTON "KNOCK'EM DEAD"	60-300-817	SENIOR PROGRAMS	384.00
	2016 SAN MARCOS & LOCKHART CAR MUSEUM	60-300-817	SENIOR PROGRAMS	57.00
	2016 ST ARNOLDS BREWERY NO TASTING	60-300-817	SENIOR PROGRAMS	15.00
	2016 ST ARNOLDS BREWERY WITH TASTING	60-300-817	SENIOR PROGRAMS	159.00
	2016 ST FRANCIS WOLF SANCTUARY, MONTGOMY	60-300-817	SENIOR PROGRAMS	352.00
	2016 WHOOPING CRANE BOAT SINGLE IN ROOM	60-300-817	SENIOR PROGRAMS	177.00
	2016 WHOOPING CRANE BOAT FULTON, TX	60-300-817	SENIOR PROGRAMS	1,929.00
			TRIPS Totals:	**5,665.50**
			Travel Totals:	**5,665.50**
			Activities Total:	**5,788.50**
Daily Passes				
Adult Day Pass				3,495.00
FAMILY PACKAGE PASS				450.00
SENIOR DAY PASS				135.00
Spectator Day Pass				222.00
Youth (5-17years)				3,314.00
			Daily Passes Total:	**7,617.00**

Recreation Center WBLACK 10/19/16 10:07:56 AM

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 09/01/2016 to 09/30/2016

Adjustments Excluded - All Sales

ANGLETON

Revenue Group / Activity	Class		TOTAL
Facility Reservations			
- Angleton Parks			
Bates Small Pavilion #2	01-300-710	Park Rental Fees	30.00
Dickey Large Pavilion #3	01-300-710	Park Rental Fees	150.00
Dickey Small Pavilion #1	01-300-710	Park Rental Fees	30.00
Freedom Pavilion #1	01-300-710	Park Rental Fees	83.50
Freedom Pavilion #2	01-300-710	Park Rental Fees	23.50
Masterson Park Pavilion	01-300-710	Park Rental Fees	30.00
Veterans Park Gazebo	01-300-710	Park Rental Fees	30.00
		Angleton Parks Totals:	447.00
- Angleton Recreation Center			
ARC Room One	60-300-715	Room Rental Fees	280.00
ARC Room Two	60-300-715	Room Rental Fees	250.00
Indoor Party Package	60-300-715	Room Rental Fees	565.00
Natatorium Pool	60-300-715	Room Rental Fees	1,200.00
Outdoor Party Package	60-300-715	Room Rental Fees	225.00
		Angleton Recreation Center Totals:	2,520.00
		Facility Reservations Total:	2,967.00
Fees			
COMMUNITY SPECIAL EVENTS			6.91
HEALTH & WELLNESS			212.90
Locker Rents			7.00
MISC INDIVIDUAL CHARGES			386.10
MISC PROGRAMS			10.00
Misc Family Charges			400.50
Misc Senior Membership			426.00
Rental Fees			2,921.25
Senior Program Donations			5.00
Set-Up Fee			50.00
		Fees Total:	4,318.66
Financial			
Credit from Account			-232.00
		Credit from Account Totals:	-232.00
		Financial Total:	-232.00
Memberships			
- Regular			
ACTIVE MILITARY FAMILY	60-300-719	Memberships Military	153.00
ACTIVE MILITARY INDIVIDUAL	60-300-719	Memberships Military	126.00
CHARTER SENIOR INDIVIDUAL	60-300-712	Memberships Senior	414.00
FAMILY MEMBERSHIP	60-300-711	Memberships Family	5,911.29
HOTEL MEMBERSHIPS	60-300-711	Memberships Family	150.00
INDIVIDUAL MEMBERSHIP	60-300-712	Memberships Individual	5,470.71

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 09/01/2016 to 09/30/2016

Adjustments Excluded - All Sales

Revenue Group / Activity	Class		TOTAL
SENIOR FAMILY MEMBERSHIP	60-300-715	Membership Senior	663.25
SENIOR INDIVIDUAL	60-300-713	Membership Senior	2,396.01
YOUTH MEMBERSHIP	60-300-715	Membership Youth	253.00
		Regular Totals:	15,702.29
		Membership Total:	15,702.29
Merchandise			
- Unknown Category			
Replacement Card Lanyard	60-300-899	MISC INCOME	2.00
Swim Diapers	60-300-717	Deposits (merchandise)	74.00
		Unknown Category Totals:	76.00
		Merchandise Total:	76.00
Other			
RENT			21.00
		Other Total:	21.00
		Grand Total All Groups:	36,258.45

ANGLETON POLICE DEPARTMENT
104 CANNAN DR, ANGLETON, TEXAS, 77515
979-849-2383

REPORT FOR THE MONTH OF SEPTEMBER 2016

	2016	2015
NUMBER OF ARREST/CHARGES	118/195	97/125
CLASS C MISD	120	120
CLASS A & B	60	41
FELONY	10	10
NUMBER OF TRAFFIC CITATIONS	603	354
NUMBER OF WARNING CITATIONS	587	272
NUMBER OF MISD CITATIONS	24	22
NUMBER OF CALLS FOR SERVICE	5,847	5,249
NUMBER OF MOTOR VEHICLE ACCIDENTS	46	19
NUMBER OF ANIMAL CONTROL OFFICERS CALLS	234	244
NUMBER OF WRECKER CALL REQUEST	76	44
NUMBER OF ANGLETON FIRE DEPT CALLS	47	45
FIRE DEPARTMENT CALLS WITHIN CITY LIMITS	33	32
FIRE DEPARTMENT CALLS OUTSIDE CITY LIMITS	13	33
NUMBER OF AMBULANCE CALLS	418	347
EMS CALLS WITHIN CITY LIMITS	244	200
EMS CALLS OUTSIDE CITY LIMITS	168	147

DETECTIVE DIVISION
CASES ASSIGNED
CASES CLEAR THIS MONTH AND PREVIOUS MONTH
CLEARANCE RATE OF
RECOVERED PROPERTY AMOUNT

CHIEF DAVID ASHBURN
ANGLETON POLICE DEPARTMENT

Motorcycle Productivity Report
Jeremy Burch SEPT 2016

Calls for Service
Primary 183
Assist 20 (Includes assisting other agencies)

Traffic contacts
Citation 163
Warnings 81
Other

Reports
Accidents 13 (minor & major)
Incident Reports 13

Arrests
Persons
Charges

Training
16 HRS

Specialty Assignments
6HRS PR
PTO/Comp Time/Holiday/Vacation Taken
24 HRS

This report is based on the monthly report generated through OSSI and personal records

Jeremy Burch

_____

Motorcycle Productivity Report
BRAD BRISCOE SEPT 2016

Calls for Service
Primary 227
Assist 17 (Includes assisting other agencies)

Traffic contacts
Citation 172
Warnings 59
Other 3

Reports
Accidents 8 (minor & major)
Incident Reports 10

Arrests
Persons 1
Charges 2

Training

Specialty Assignments

PTO/Comp Time/Holiday/Vacation Taken

This report is based on the monthly report generated through OSSI and personal records
Brad Briscoe

ANGLETON POLICE DEPARTMENT

104 CANNAN DRIVE
ANGLETON, TEXAS 77515
Phone: 979-849-2383 • Fax: 979-849-2387

David Ashburn
Police Chief

WARRANT DIVISION MONTHLY REPORT

MONTH: **SEPTEMBER 2016**
WARRANTS CLEARED: **200**
DOLLAR AMOUNT OF WARRANTS CLEARED: **$ 60,036.00**
JP ARREST 0
SUBPOENAS ASSIGNED: **14**
TOTAL DIVISION ARRESTS: **5**

MILES DRIVEN: **P-22 326 miles** **TOTAL MILES: 615**
P-23 289 miles

CAPIAS PRO-FINE TRANSPORTS: 29
BAILIFF DUTIES: **PRE-HEARING 4, APP. DOCKET 4, SHOW CAUSE 4, JUVENILE 1, NON-JURY 0, AND JURY 0.**
PRISONER TRANSPORT(S): **12 TRIPS - 12 LOCAL BRAZORIA COUNTY**
SCHOOLS ATTENDED: **NONE**
TRAFFIC CONTACTS: **2**

JERRY LYONS
WARRANT OFFICER

LIZ COPE
WARRANT OFFICE

CITY OF ANGLETON ANIMAL CONTROL MONTHLY REPORT

REPORT FOR September, 2016

	DOGS	CATS	OTHER	TOTAL
ANIMALS PICKED UP	63	79	10	152
AMINALS EUTHA-NISED	20	81		101
ANIMAL CARCASS (10-45)				34
ANIMALS CLAIMED BY OWNERS	31	1		32
ANIMALS RESCUED / ADOPTION	12	1		13
RETURNED TO WILD			10	10
DIED IN SHELTER		3		3
YANEZ WARNING: 0 CITATION: 0				0 / 0
EDENFIELD WARNING: 0 CITATION: 1 VOID:				0 / 1

September-16

GAME ROOM	OWNER	ON DUTY	# LIC.	# MACH	IN USE	NOT IN USE
JACKPOT ISLAND 2612 N. VELASCO	Dale Bay	Shirley Thomas	OK	59	54	5
979-849-7775	MGR:					
PARADISE CITY	ERMA ESCOBAR	AMANDA LEAL	OK	89	88	1
1100 S VELASCO						
979-313-6072						
ANGLETON GAME ROOM 1501 S VELASCO	JEANNINE RINEY	JEANNINE RINEY	OK	60	60	0
979-230-8108						

ST STK.	CHECKED BY	DATE	NOTES
OK	CAROL ALBRIGHT JJ LANDRY	10/5/2016	
OK	CAROL ALBRIGHT JJ LANDRY	10/5/2016	
OK	CAROL ALBRIGHT JJ LANDRY	10/5/2016	

237 total Action Item Requests LIST REPORT

* = Non-Listed Street Address

Action Line Form	Date submitted	Status	Submitted by	Contact Street Name	Assigned to	Department	Issue/Problem Location Street Name
(10395441414) Water Meter Question	9/30/2016	SUBMITTED		2613 N VALDERAS	Chloe Campbell	Public Works	2613 N VALDERAS *
(10395191334) Water leak	9/30/2016	INPROGRESS		1417 S VELASCO	Public Works	Public Works	1417 S VELASCO *
(10394931248) Water Meter Question	9/30/2016	RESOLVED		72 ALEXANDER CT	Chloe Campbell	Public Works	ALEXANDER CT *
(10393941024) Water -replace meter box and/or lid	9/30/2016	RESOLVED		1025 HERITAGE OAKS	Chloe Campbell	Public Works	1025 HERITAGE OAKS *
(10393841011) Water Meter Question	9/30/2016	RESOLVED		310 E ORANGE ST	Chloe Campbell	Public Works	E ORANGE ST *
(10389741659) Water leak	9/28/2016	RESOLVED		437 E CEDER	Public Works	Public Works	437 E CEDAR *
(10389701649) Traffic Signals / Signs	9/28/2016	RESOLVED		715 N VELASCO	Chloe Campbell	Public Works	
(10389321529) Water Tap / Sewer Tap	9/28/2016	INPROGRESS		121 KNIGHT STREET	Chloe Campbell	Public Works	
(10388431256) RECYCLE BAG DELIVERY	9/28/2016	RESOLVED		1104 North Belle	Chloe Campbell	Public Works	1104 NORTH NORTH BELLE
(10387861042) Meter Change Out	9/28/2016	RESOLVED		501 N ERSKINE	Chloe Campbell	Public Works	501 N ERSKINE *
(10387020809) Pothole	9/28/2016	SUBMITTED		24 N KAYSIE	Chloe Campbell	Public Works	1212 N VELASCO *
(10386301714) Meter Change Out	9/27/2016	RESOLVED		222 S VELASCO #B	Chloe Campbell	Public Works	222 S VELASCO #B *
(10385731444) Storm Drainage/Erosion	9/27/2016	SUBMITTED		325 LALAJA	Chloe Campbell	Public Works	325 LALAJA *
(10385131318) Tree Trimming	9/27/2016	SUBMITTED		713 E PLUM	Chloe Campbell	Public Works	
(10384821234) WATER TURN ON / CUT OFF	9/27/2016	RESOLVED		2125 E MULBERRY #99	Chloe Campbell	Public Works	
(10384701214) Water Meter Question	9/27/2016	RESOLVED		1107 ANCHOR RD	Chloe Campbell	Public Works	1107 ANCHOR RD *

(10383840906) Culvert Stoppage	9/27/2016	SUBMITTED	1221 FAIRGROUND LN	Chloe Campbell	Public Works	1221 FAIR GROUND LN *
(10383400818) Water Meter Leak	9/27/2016	INPROGRESS	129 PRAIRIE LEA	Chloe Campbell	Public Works	129 PRAIRIE LEA *
(10382441652) Water Meter Question	9/26/2016	RESOLVED	3013 N TINSLEY	Chloe Campbell	Public Works	3013 N TINLEY *
(10381841509) Water -replace meter box and/or lid	9/26/2016	RESOLVED	5 HARVEST WAY	Chloe Campbell	Public Works	5 HARVEST WAY *
(10375511119) Sewer stoppage	9/25/2016	RESOLVED	N CHENANGO	Chloe Campbell	Public Works	828 NORTH NORTH CHENANGO
(10374661607) Sewer Leak	9/24/2016	RESOLVED	628 holly st	Chloe Campbell	Public Works	
(10373121307) Culvert Stoppage	9/23/2016	RESOLVED	501, Gardenia	Chloe Campbell	Public Works	South Walker and Holly Street *
(10373071255) Water Meter Question	9/23/2016	DISMISSED	1100 E WILKINS	Chloe Campbell	Public Works	E WILKINS *
(10372341034) Water Meter Question	9/23/2016	RESOLVED	1317 CLOVER DR	Chloe Campbell	Public Works	CLOVER DR *
(10371870924) RECYCLE BAG DELIVERY	9/23/2016	RESOLVED	433 E MYRTLE ST	Chloe Campbell	Public Works	E MYRTLE *
(10371520901) Water leak	9/23/2016	RESOLVED	500 E MAGNOLIA	Public Works	Public Works	500 E MAGNOLIA *
(10366861542) Water Quality (taste and/or odor)	9/21/2016	RESOLVED	1108 W MULBERRY	Chloe Campbell	Public Works	1108 W MULBERRY *
(10366851540) Water leak	9/21/2016	RESOLVED	1279/1275 LAUREL LANE	Public Works	Public Works	1279/1275 LAUREL LANE *
(10366661503) Water leak	9/21/2016	RESOLVED	725 S MORGAN	Public Works	Public Works	725 S MORGAN *
(10366601443) Water Tap / Sewer Tap	9/21/2016	INPROGRESS	1220 LAUREL LOOP	Chloe Campbell	Public Works	
(10365351130) Water Meter Question	9/21/2016	RESOLVED	1523 E MULBERRY	Chloe Campbell	Public Works	1523 E MULBERRY *

(10362501532) Water Meter Question	9/20/2016	RESOLVED		Chloe Campbell	Public Works	612 NOREDA *
(10362311451) RECYCLE BAG DELIVERY	9/20/2016	RESOLVED	68 Ranch House Loop	Chloe Campbell	Public Works	68 Ranch House Loop *
(10362301447) Water Meter Question	9/20/2016	RESOLVED	2125 E MULBERRY #52	Chloe Campbell	Public Works	2125 E MULBERRY #52 *
(10362221433) Water Meter Leak	9/20/2016	RESOLVED	9 WAGON LANE LOOP	Chloe Campbell	Public Works	9 WAGON LANE LOOP *
(10362071401) Water Meter Question	9/20/2016	RESOLVED	416 E MYRTLE	Chloe Campbell	Public Works	416 E MYRTLE *
(10361271150) RECYCLE BAG DELIVERY	9/20/2016	RESOLVED	612 Northridge Angleton, TX 77515	Chloe Campbell	Public Works	612 NORTHRIDGE
(10361151132) Meter Change Out	9/20/2016	RESOLVED	324 RANCH HOUSE RD	Chloe Campbell	Public Works	324 RANCH HOUSE RD *
(10361021115) Water Meter Leak	9/20/2016	RESOLVED	708 N VALDERAS	Chloe Campbell	Public Works	708 N VALDERAS *
(10360961111) Water Meter Leak	9/20/2016	RESOLVED	318 W RODGER	Chloe Campbell	Public Works	318 W RODGER *
(10360931105) Water -replace meter box and/or lid	9/20/2016	RESOLVED	1232 GLENVIEW	Chloe Campbell	Public Works	1232 GLENVIEW *
(10360861100) Water -replace meter box and/or lid	9/20/2016	RESOLVED	48 RANCH HOUSE	Chloe Campbell	Public Works	48 RANCH HOUSE *
(10360781045) Meter Change Out	9/20/2016	RESOLVED	407 E PEACH	Chloe Campbell	Public Works	407 E PEACH *
(10359800826) Water leak	9/20/2016	RESOLVED	2218 SHANKS	Public Works	Public Works	2218 SHANKS *
(10358931859) Miscellaneous - Public Works	9/19/2016	RESOLVED	221 N PARRISH	Chloe Campbell	Public Works	221 N PARRISH *
(10358561712) Water Meter Question	9/19/2016	RESOLVED	407 E PEACH	Chloe Campbell	Public Works	407 E PEACH *
(10358541703) Water Meter Question	9/19/2016	RESOLVED	1163 Thomas drive	Chloe Campbell	Public Works	1163 THOMAS DRIVE

(10358481634) Water Meter Question	9/19/2016	RESOLVED	1236 CLOVER	Chloe Campbell	Public Works	1236 CLOVER *
(10358411623) Water Meter Question	9/19/2016	RESOLVED	804 Heritage Oaks Drive	Chloe Campbell	Public Works	804 HERITAGE OAK
(10358401622) Meter Change Out	9/19/2016	RESOLVED	309 TRAILRIDE	Chloe Campbell	Public Works	309 TRAILRIDE *
(10358381619) Water Meter Question	9/19/2016	RESOLVED	604 S FARRER	Chloe Campbell	Public Works	604 S FARRER *
(10358211550) Water Meter Question	9/19/2016	RESOLVED	318 W RODGER	Chloe Campbell	Public Works	318 W RODGER *
(10358101518) Water Meter Question	9/19/2016	RESOLVED	329 N ARCOLA	Chloe Campbell	Public Works	329 N ARCOLA *
(10357901455) Water Meter Question	9/19/2016	RESOLVED	1817 SHANKS	Chloe Campbell	Public Works	1817 SHANKS *
(10356621221) Water Meter Question	9/19/2016	RESOLVED	316 PLANTATION DR	Chloe Campbell	Public Works	816 PLANTATION DR *
(10355771100) Pothole Patching	9/19/2016	RESOLVED	LORRAINE ST	Chloe Campbell	Public Works	
(10355291045) Water Meter Leak	9/19/2016	RESOLVED	324 LASSO	Chloe Campbell	Public Works	324 LASSO *
(10355141037) Water Meter Question	9/19/2016	RESOLVED	2052 E MULBERRY	Chloe Campbell	Public Works	2052 E MULBERRY *
(10354861020) Sewer stoppage	9/19/2016	RESOLVED	1014 N CHENANGO	Chloe Campbell	Public Works	1014 N CHENANGO *
(10354811018) Water Meter Question	9/19/2016	RESOLVED		Chloe Campbell	Public Works	201 E MULBERRY *
(10354801016) Sewer stoppage	9/19/2016	RESOLVED	1229 CHEVY CHASE	Chloe Campbell	Public Works	1229 CHEVY CHASE *
(10354490942) Water Meter Question	9/19/2016	RESOLVED	3400 TECHNOLOGY DR	Chloe Campbell	Public Works	3400 TECHNOLOGY DR *
(10354080904) Line of Sight Obstruction	9/19/2016	INPROGRESS	204 BALD PRAIRIE	Chloe Campbell	Public Works	
(10353760837) Water Meter Leak	9/19/2016	RESOLVED	205 E KIBER	Chloe Campbell	Public Works	205 E KIBER *
(10353100751) Water Meter Question	9/19/2016	RESOLVED	1305 GLENVIEW	Chloe Campbell	Public Works	1305 GLENVIEW *

(10349641008) RECYCLE BAG DELIVERY	9/17/2016	RESOLVED	300 Sands Street	Chloe Campbell	Public Works	300 SANDS
(10349041705) Water Meter Question	9/16/2016	RESOLVED	629 E MYRTLE	Chloe Campbell	Public Works	E MYRTLE *
(10349021651) Water Meter Question	9/16/2016	RESOLVED	708 N VALDERAS	Chloe Campbell	Public Works	N VALDERAS *
(10348971637) Water Meter Question	9/16/2016	RESOLVED	6 OAK PARK CT	Chloe Campbell	Public Works	6 OAK PARK CT *
(10348961636) Water Meter Question	9/16/2016	RESOLVED	1232 GLENVIEW	Chloe Campbell	Public Works	1232 GLENVIEW *
(10348881613) Water Meter Question	9/16/2016	RESOLVED	402 E PEACH	Chloe Campbell	Public Works	PEACH *
(10348831525) Water Meter Question	9/16/2016	RESOLVED	816 N CHENANGO	Chloe Campbell	Public Works	N CHENANGO *
(10348811513) Sewer stoppage	9/16/2016	RESOLVED	74 RANCH HOUSE	Chloe Campbell	Public Works	74 RANCH HOUSE *
(10348801511) Water Meter Question	9/16/2016	RESOLVED	525 W MIMOSA	Chloe Campbell	Public Works	525 W MIMOSA *
(10348671441) Water Meter Question	9/16/2016	RESOLVED	57 ALEXANDER	Chloe Campbell	Public Works	ALEXANDER *
(10348561422) Tree Limb Trimming	9/16/2016	SUBMITTED	501, Gardenia	Chloe Campbell	Public Works	616 HOLLY
(10348531421) Water Meter Question	9/16/2016	RESOLVED	317 ANGLE	Chloe Campbell	Public Works	ANGLE *
(10348501417) Water Meter Question	9/16/2016	RESOLVED	8 CAY CT	Chloe Campbell	Public Works	CAY CT *
(10348471414) Water Tap / Sewer Tap	9/16/2016	INPROGRESS	1354 AND 1352 HOSPITAL DR	Chloe Campbell	Public Works	
(10348361403) Water Meter Question	9/16/2016	RESOLVED	48 RANCHOUSE	Chloe Campbell	Public Works	RANCHHOUSE *
(10348051249) Water Meter Question	9/16/2016	RESOLVED	1201 SHADY OAKS	Chloe Campbell	Public Works	1201 SHADY OAKS *
(10347901211) Water Meter Question	9/16/2016	RESOLVED	133 Corral Court	Chloe Campbell	Public Works	133 CORRAL COURT
(10347821206) Water Meter Question	9/16/2016	RESOLVED	912 ROSEWOOD LN	Chloe Campbell	Public Works	ROSEWOOD LN *

(10347771155) Water Meter Leak	9/16/2016	RESOLVED	1025 N CHENANGO	Chloe Campbell	Public Works	1025 N CHENANGO *
(10347721147) Water Meter Question	9/16/2016	RESOLVED	204 E ASH	Chloe Campbell	Public Works	204 E ASH *
(10346981004) Sewer stoppage	9/16/2016	RESOLVED	1237 SAN FELIPE	Chloe Campbell	Public Works	1237 SAN FELIPE *
(10345650731) Meter Change Out	9/16/2016	RESOLVED	805 CANNON	Chloe Campbell	Public Works	805 CANNON *
(10345402206) RECYCLE BAG DELIVERY	9/15/2016	RESOLVED	302 SILVER SADDLE	Chloe Campbell	Public Works	302 SILVER SADDLE
(10344611516) Street Sweeping	9/15/2016	DISMISSED	420 E MYRTLE	Chloe Campbell	Public Works	
(10344601516) Street Sweeping	9/15/2016	RESOLVED	420 E MYRTLE	Chloe Campbell	Public Works	
(10344551514) Pothole Patching	9/15/2016	RESOLVED	420 E MYRTLE	Chloe Campbell	Public Works	
(10343581207) Water Tap / Sewer Tap	9/15/2016	INPROGRESS	904 MANOR	Chloe Campbell	Public Works	
(10340341351) Water Tap / Sewer Tap	9/14/2016	INPROGRESS	36 TEXIAN TRAIL	Chloe Campbell	Public Works	
(10339921227) Water Meter Question	9/14/2016	RESOLVED	1268 LAUREL LOOP	Chloe Campbell	Public Works	1268 LAUREL LOOP *
(10339691148) Water Meter Question	9/14/2016	RESOLVED	404 W LIVE OAK	Chloe Campbell	Public Works	404 W LIVE OAK *
(10339471104) RECYCLE BAG DELIVERY	9/14/2016	RESOLVED	604 Kyle St	Chloe Campbell	Public Works	604 EAST EAST KYLE
(10339281038) Water Meter Question	9/14/2016	RESOLVED	1005 SAN FELIPE RD	Chloe Campbell	Public Works	1005 SAN FELIPE RD *
(10338910944) Sewer stoppage	9/14/2016	RESOLVED	3 PECAN PLACE	Chloe Campbell	Public Works	3 PECAN PLACE *
(10337571710) Water Meter Question	9/13/2016	RESOLVED	1304 CLOVER	Chloe Campbell	Public Works	1304 CLOVER *
(10337551659) Water Meter Question	9/13/2016	RESOLVED	309 TRAILRIDE	Chloe Campbell	Public Works	309 TRAILRIDE *
	9/13/2016	RESOLVED	112 KETCHUM			112 KETCHUM *

(10337531655) Water Meter Question				Chloe Campbell	Public Works		
(10337521653) Water Meter Question	9/13/2016	RESOLVED	1109 MEADOWLANE	Chloe Campbell	Public Works	1109 MEADOWLANE *	
(10337401610) Water Meter Question	9/13/2016	RESOLVED	708 MCBRIDE PARKWAY	Chloe Campbell	Public Works	708 MCBRIDE PARKWAY *	
(10337391607) Sewer Odor	9/13/2016	RESOLVED	722 S ANDERSON	Chloe Campbell	Public Works	722 S ANDERSON *	
(10337221517) Sewer stoppage	9/13/2016	RESOLVED	1020 E MILLER	Chloe Campbell	Public Works	1020 E MILLER *	
(10336231311) Water Meter Question	9/13/2016	RESOLVED	604 PRAIRIE LANE	Chloe Campbell	Public Works	604 PRAIRIE LANE *	
(10336211309) Water Meter Question	9/13/2016	RESOLVED	900 N BELLE	Chloe Campbell	Public Works	900 N BELLE *	
(10336011241) Street Sweeping	9/13/2016	RESOLVED	CLEMENTS STREET	Chloe Campbell	Public Works		
(10336001241) Street Sweeping	9/13/2016	RESOLVED	CLEMENTS STREET	Chloe Campbell	Public Works		
(10335931239) Water -replace meter box and/or lid	9/13/2016	RESOLVED	2805 S VELASCO	Chloe Campbell	Public Works	2805 S VELASCO *	
(10335801230) Sewer stoppage	9/13/2016	RESOLVED	626 N PARRISH	Chloe Campbell	Public Works	626 N PARRISH *	
(10335531145) Water Meter Question	9/13/2016	RESOLVED	2310 E MULBERRY #47	Chloe Campbell	Public Works	2310 E MULBERRY #47 *	
(10335211114) Water Meter Question	9/13/2016	RESOLVED	627 N ANDERSON ST	Chloe Campbell	Public Works	627 N ANDERSON ST *	
(10335201113) Water Meter Question	9/13/2016	RESOLVED	1025 RIDGECREST	Chloe Campbell	Public Works	1025 RIDGECREST *	
(10335131105) Water Meter Question	9/13/2016	RESOLVED	78 RANCHOUSE	Chloe Campbell	Public Works	78 RANCHOUSE *	
(10335121103) Water Meter Question	9/13/2016	RESOLVED	7 RICHLAND CIRCLE	Chloe Campbell	Public Works	7 RICHLAND CIRCLE *	
(10335111103) Water Meter Question	9/13/2016	RESOLVED	1400 HENDERSON RD SOUTH AND NORTH	Chloe Campbell	Public Works	1400 HENDERSON RD SOUTH AND NORTH *	
(10335051056) Street Sweeping (Internal)	9/13/2016	RESOLVED	805 W LIVE OAK	Chloe Campbell	Public Works		

(10334991048) Water Meter Question	9/13/2016	RESOLVED	904 WIMBERLY	Chloe Campbell	Public Works	904 WIMBERLY *
(10333110816) Sewer stoppage	9/13/2016	RESOLVED	631 T J WRIGHT	Chloe Campbell	Public Works	631 T J WRIGHT *
(10333050813) Water Meter Question	9/13/2016	RESOLVED	13 RANCH HOUSE	Chloe Campbell	Public Works	13 RANCH HOUSE *
(10331972128) RECYCLE BAG DELIVERY	9/12/2016	RESOLVED	45 Alexander Ct.	Chloe Campbell	Public Works	45 ALEXANDER COURT
(10331041521) Fire Hydrant Maintenance	9/12/2016	RESOLVED	5842 Terrebonne, Hitchcock. 77563	Chloe Campbell	Public Works	5842 Terrebonne Rd. Hitchcock, TX. 77563
(10330711454) Water Meter Leak	9/12/2016	INPROGRESS	2000 SHANKS	Chloe Campbell	Public Works	2000 SHANKS *
(10330291405) Water Meter Question	9/12/2016	RESOLVED	320 ANGLE	Chloe Campbell	Public Works	320 ANGLE *
(10330191402) Water Meter Question	9/12/2016	RESOLVED	1609 ALENA RD	Chloe Campbell	Public Works	1609 ALENA RD *
(10328601053) Sewer Leak	9/12/2016	RESOLVED	PINE PL	Chloe Campbell	Public Works	
(10328121014) Tree Limb Trimming	9/12/2016	SUBMITTED	607 N. Rock Island	Chloe Campbell	Public Works	607 N. Rock Island *
(10327160916) Water Meter Leak	9/12/2016	RESOLVED	620 W MARSHALL	Chloe Campbell	Public Works	620 W MARSHALL *
(10326360836) Water Meter Leak	9/12/2016	RESOLVED	805 CANNAN	Chloe Campbell	Public Works	805 CANNAN *
(10326140818) Street Name Signs	9/12/2016	INPROGRESS	2 TEXIAN TRL N	Chloe Campbell	Public Works	
(10321610535) Water leak	9/10/2016	RESOLVED	n chenango	Public Works	Public Works	816 NORTH NORTH CHENANGO
(10321502153) RECYCLE BAG DELIVERY	9/9/2016	RESOLVED	708 Manor Dr	Chloe Campbell	Public Works	708 MANOR DRIVE
(10320291355) Water leak	9/9/2016	RESOLVED	HIGGINS/WILKINS	Public Works	Public Works	HIGGINS/WILKINS *
(10319491119) RECYCLE BAG DELIVERY	9/9/2016	RESOLVED	620 EAST LORRAINE	Chloe Campbell	Public Works	620 EAST EAST LORRAINE

(10317121529) Pothole Patching	9/8/2016	RESOLVED	420 E MYRTLE	Chloe Campbell	Public Works	
(10317091528) Street Sweeping	9/8/2016	RESOLVED	420 E MYRTLE	Chloe Campbell	Public Works	
(10316531414) Water leak	9/8/2016	RESOLVED	1 TEXIAN TRAIL	Public Works	Public Works	1 TEXIAN TRAIL *
(10315271058) Water Meter Leak	9/8/2016	RESOLVED	624 W MARSHALL	Chloe Campbell	Public Works	624 W MARSHALL *
(10315251056) Water leak	9/8/2016	SUBMITTED	1005 N TINSLEY	Public Works	Public Works	1005 N TINSLEY *
(10315121036) Tree Limb Trimming	9/8/2016	INPROGRESS		Chloe Campbell	Public Works	SHANKS RD BY CEMETERY *
(10313131834) Water leak	9/7/2016	RESOLVED	n velasco st/e wilkins st	Public Works	Public Works	n velasco st/e wilkins st *
(10312621602) Culvert Stoppage	9/7/2016	SUBMITTED	CAY COURT	Chloe Campbell	Public Works	CAY COURT *
(10312331510) Culvert Stoppage	9/7/2016	RESOLVED	444 E MYRTLE	Chloe Campbell	Public Works	444 E MYRTLE *
(10312231456) Culvert Stoppage	9/7/2016	SUBMITTED	EAST SIDE OF COURT HOUSE-CHENANGO	Chloe Campbell	Public Works	E SIDE OF COURT HOUSE-CHENANGO *
(10312101430) Culvert Stoppage	9/7/2016	SUBMITTED		Chloe Campbell	Public Works	ARCOLA/MULBERRY *
(10311331222) Water Meter Question	9/7/2016	RESOLVED	4 DALLAS CT 1	Chloe Campbell	Public Works	4 DALLAS CT 1 *
(10308922214) RECYCLE BAG DELIVERY	9/6/2016	RESOLVED	1009 Shady Oaks Drive	Chloe Campbell	Public Works	1009 Shady Oaks Drive *
(10308751940) RECYCLE BAG DELIVERY	9/6/2016	RESOLVED	2125 E. Mulberry St. Trlr85	Chloe Campbell	Public Works	2125 EAST EAST MULBERRY
(10306941402) Pothole Patching	9/6/2016	RESOLVED	1213 FAIRGROUND LANE	Chloe Campbell	Public Works	
(10306771341) Water Meter Leak	9/6/2016	RESOLVED	601 W BRYAN	Chloe Campbell	Public Works	601 W BRYAN *
(10303770916) Street Sweeping	9/6/2016	RESOLVED	600 S HANCOCK	Chloe Campbell	Public Works	
	9/6/2016	RESOLVED	624 PLANTATION			

(10303410850) Water Meter Leak				Chloe Campbell	Public Works	624 PLANTATION *
(10300371326) Sewer stoppage	9/5/2016	RESOLVED		Chloe Campbell	Public Works	600 NOREDA
(10298891806) Water leak	9/4/2016	RESOLVED		Public Works	Public Works	820 w mulberry st *
(10298851754) Water Meter Leak	9/4/2016	RESOLVED	812 W MULBERRY	Chloe Campbell	Public Works	812 W MULBERRY *
(10297611639) Miscellaneous - Public Works	9/3/2016	RESOLVED	5 Richland Circle	Chloe Campbell	Public Works	NA *
(10297381356) Sewer stoppage	9/3/2016	RESOLVED	141 houston st	Chloe Campbell	Public Works	141 HOUSTON AVENUE
(10297241203) Water Meter Leak	9/3/2016	RESOLVED	5 RICHLAND CIR	Chloe Campbell	Public Works	5 RICHLAND CIR *
(10297191117) Water Meter Leak	9/3/2016	RESOLVED	304 Lasso St, Angleton TX	Chloe Campbell	Public Works	304 LASSO ST
(10296741746) Sewer stoppage	9/2/2016	RESOLVED	n parrish st	Chloe Campbell	Public Works	626 n parrish st *
(10296681653) Water leak	9/2/2016	RESOLVED	n chenango st	Public Works	Public Works	1128 n chenango st *
(10296321456) Water leak	9/2/2016	INPROGRESS	708 north valderas	Public Works	Public Works	708 NORTH NORTH VALDERAS
(10294590840) RECYCLE BAG DELIVERY	9/2/2016	RESOLVED	716 Northridge	Chloe Campbell	Public Works	716 NORTHRIDGE
(10294360718) Sewer stoppage	9/2/2016	INPROGRESS		Chloe Campbell	Public Works	700 BETTY ST
(10294240448) Tree Limb Trimming	9/2/2016	INPROGRESS	S WALKER	Chloe Campbell	Public Works	901 SOUTH SOUTH WALKER
(10293681608) Water Meter Leak	9/1/2016	RESOLVED	12 WAGON LANE LOOP	Chloe Campbell	Public Works	12 WAGON LANE LOOP *
(10293671604) Water leak	9/1/2016	RESOLVED	47 COLONY SQUARE	Public Works	Public Works	47 COLONY SQUARE *
(10292781336) RECYCLE BAG DELIVERY	9/1/2016	RESOLVED	928 Cemetery Road	Chloe Campbell	Public Works	924 CEMETERY ROAD

(10291911110) RECYCLE BAG DELIVERY	9/1/2016	RESOLVED	815 N. Rock Island St.	Chloe Campbell	Public Works	815 NORTH NORTH ROCK ISLAND
(10290280813) Sewer Leak	9/1/2016	RESOLVED	811 N ROCK ISLAND	Chloe Campbell	Public Works	

City Utilities-Billing & Receivables
Monthly Report to Council
30-Sep
2016

Receivable balance	30-Sep	$1,338,539.24

ANALYSIS OF UNPAID ACCOUNT BALANCES

Current Billing	$	634,690.90
0-30 days	$	134,040.36
31-60 days	$	48,738.49
61-90 days	$	22,328.05
Over 90 days	$	498,741.44
Total	$	1,338,539.24

City Utilities-Billing & Receivables
Monthly Report to Council

Receivable balance	SEPTEMBER	$1,338,539.24
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 634,690.90
0-30 days		$ 134,040.36
31-60 days		$ 48,738.49
61-90 days		$ 22,328.05
Over 90 days		$ 498,741.44
Total		$ 1,338,539.24

Receivable balance	AUGUST	$1,442,541.62
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 851,124.41
0-30 days		$ 59,853.29
31-60 days		$ 26,501.10
61-90 days		$ 24,807.44
Over 90 days		$ 480,255.38
Total		$ 1,442,541.62

Receivable balance	JULY	$1,387,419.51
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 656,081.06
0-30 days		$ 126,846.57
31-60 days		$ 36,579.46
61-90 days		$ 25,673.37
Over 90 days		$ 542,239.05
Total		$ 1,387,419.51