City of Angleton, Texas
City Council Special Meeting
Tuesday, February 9, 2016
@ 6:00 p.m.

The City of Angleton, Texas, City Council will conduct a Special Meeting beginning at 6 p.m., Tuesday, February 9, 2016 at the City Council Chambers, 120 S. Chenango, Angleton, TX, for the purpose of considering the following agenda items.

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

1. Declaration of quorum and call to order.

2. Pledge of Allegiance.

3. Moment of silent reflection or prayer.

4. Citizens Wishing to Address Council.

5. Requests to Address Council Other Than Citizenry.

ACTION ITEMS:

6. Discussion and Possible Action on RESOLUTION NO. 2016-R-2B; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SUPPORTING HVM 2016 ANGLETON, LTD. AND THE PROPOSED DEVELOPMENT OF NORTHSIDE MANOR FOR AFFORDABLE RENTAL HOUSING AT 1741 AND 1745 E. HENDERSON ROAD, ANGLETON, TEXAS; APPROVING THE CONSTRUCTION AND/OR RENOVATION OF THE DEVELOPMENT; AUTHORIZING AN ALLOCATION OF HOUSING TAX CREDITS FOR THE DEVELOPMENT; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Patti Worfe, Asst. City Manager/Economic Development Director).

7. DISCUSSION AND POSSIBLE ACTION ON:

a) MOTION MAKING A FINDING THAT REDUCING BUILDING PERMIT FEE FOR REHABILITATION PROJECT ON NORTHSIDE MANOR

APARTMENTS AT 1741 AND 1745 HENDERSON ROAD, ANGLETON, TEXAS, SERVES A PUBLIC AND MUNICIPAL PURPOSE BY PROVIDING AFFORDABLE RENTAL HOUSING IN OUR COMMUNITY;

b) MOTION REDUCING THE INITIAL BUILDING PERMIT FEE BY $100.00 FOR THE BENEFIT OF THE DEVELOPMENT; AND

c) MOTION AUTHORIZING THE MAYOR TO EXECUTE THE LETTER THAT AGREES TO A $100.00 REDUCTION ON THE INITIAL BUILDING PERMIT FEE ON NORTHSIDE MANOR OR HVM 2016 ANGLETON, LTD. (Patti Worfe, Asst. City Manager/Economic Development Director).

8. Discussion and Possible Action on the Final Plat of the JW Subdivision, a Replat of 6.202 Acres of Tract 5 of the Angleton Commercial Subdivision No. 3, as Recorded in Volume 19, Pages 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco) (Michael Stoldt, City Manager).

9. Discussion and Possible Action on the Preliminary Plat of the Teal Industrial Angleton Business Park, said property having a legal description of 10.4731 acres of land, located in the Edwin Waller League, Abstract 134, City of Angleton, Brazoria County, Texas, being out of and a part of Lot 1 in Airport Meadows Subdivision (Michael Stoldt, City Manager).

10. Discussion and Possible Action on an Agreement Between the City of Angleton and HDR Engineering for the Replacement of Water Lines Through the Brazoria County CDBG Program. (Michael Stoldt, City Manager).

11. Discussion and Possible Action on Ordinance 2016-O-2A, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS PROVIDING FOR A GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR POSITION 1, POSITION 3 AND POSITION 5; FOR DESIGNATING POLLING PLACES; PROVIDING THAT ALL PERSONS DESIRING TO HAVE THEIR NAME PLACED ON THE OFFICIAL BALLOT AS A CANDIDATE IN THE GENERAL ELECTION FILE AN APPLICATION NOT LATER THAN 5:00 P.M. ON FEBRUARY 19, 2016 WITH THE CITY SECRETARY; PROVIDING FOR A JOINT ELECTION WITH BRAZORIA COUNTY; PROVIDING FOR THE PLACE OF SUCH ELECTION TO BE HELD; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERANCE CLAUSE AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT (Shelly Deisher, City Secretary).

12. Discussion and Possible Action on ORDINANCE 2016-O-2C; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 2, ADMINISTRATION; ARTICLE I. IN GENERAL, TO AMEND SEC. 2-3, TO ADDRESS WEAPONS ON CITY PREMISES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

13. Discussion and Possible Action on ORDINANCE 2016-O-2D; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 17, PARKS AND RECREATION; ARTICLE III. USE OF PUBLIC PARKS, TO AMEND SEC. 17-60, HUNTING AND FIREARMS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

14. Discussion and Possible Action on RESOLUTION 2016-R-2A; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ENACTING AN ANTI-NIMBYISM ACTION PLAN AS REQUIRED TO MAINTAIN CDBG-DISASTER RECOVERY FUNDING THROUGH THE TEXAS GENERAL LAND OFFICE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE (Michael Stoldt, City Manager).

15. DISCUSSION AND POSSIBLE ACTION ON SIX "AD VALOREM TAX REFUND INCENTIVE PROGRAM AGREEMENTS" BETWEEN THE CITY OF ANGLETON AND: JEFF HOLT FOR 401 HERITAGE OAKS DRIVE, JOHN & KATHERINE PLUMB FOR 9 CHUCK WAGON COURT, JOHN & KATHERINE PLUMB FOR 700 PRAIRIE LANE, ARTIE TROPOLI FOR 113 CORRAL LOOP, ARTIE TROPOLI FOR 328 LASSO, IRENE JOY COOK FOR 1609 ALENA ROAD (Michael Stoldt, City Manager).

16. Discussion and Possible Action on the Payment of Texas New Mexico Power for the Extension of Utilities to the SH288 Lift Station (Michael Stoldt, City Manager).

17. *Council will adjourn into Executive Session as authorized by 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.

18. Adjourn.

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

CERTIFICATION

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

City Hall Bulletin Board: Date:_____ Time:_____

City of Angleton Website: Date: _____ Time:_____

_____
Shelly Deisher,
City Secretary

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2016-R-2B; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SUPPORTING HVM 2016 ANGLETON, LTD AND THE PROPOSED DEVELOPMENT OF NORTHSIDE MANOR FOR AFFORDABLE RENTAL HOUSING AT 1741 AND 1745 E. HENDERSON ROAD, ANGLETON, TEXAS; APPROVING THE CONSTRUCTION AND/OR RENOVATION OF THE DEVELOPMENT; AUTHORIZING AN ALLOCATION OF HOUSING TAX CREDITS FOR THE DEVELOPMENT; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

REQUESTED BY: Dennis Hoover – President, Hamilton Valley Management

ATTACHMENTS: Resolution No. 2016-R-2B and letter of support

Executive Summary: Nan Boyles with Hamilton Valley Management has requested, on behalf of Mr. Dennis Hoover, a resolution of support to TDHCA for a rehab project on Northside Manor Apartments at 1741 and 1745 Henderson Road. They are in the process of doing pre-applications on the above referenced properties and plan to acquire and do a complete rehabilitation in the Texas Department of Housing and Community Affairs for the 2016 Tax Credit Cycle.

Mr. Dennis Hoover, the President of HVM will be at the meeting to present their proposal and ask for Council's support.

Recommendation:

Patti Worfe **2-1-16**

Name **Date**

RESOLUTION NO. 2016-R-2B

A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SUPPORTING HVM 2016 ANGLETON, LTD. AND THE PROPOSED DEVELOPMENT OF NORTHSIDE MANOR FOR AFFORDABLE RENTAL HOUSING AT 1741 AND 1745 E. HENDERSON ROAD, ANGLETON, TEXAS; APPROVING THE CONSTRUCTION AND/OR RENOVATION OF THE DEVELOPMENT; AUTHORIZING AN ALLOCATION OF HOUSING TAX CREDITS FOR THE DEVELOPMENT; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, HVM 2016 Angleton, Ltd. has proposed a rehabilitation for affordable rental housing at 1741 and 1745 E. Henderson Road, named Northside Manor in the City of Angleton, Brazoria County, Texas; and

WHEREAS, HVM 2016 Angleton, Ltd. has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Housing Tax Credits or Private Activity Bonds for Northside Manor;

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

SECTION 1. That as provided for in §11.3(b) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Angleton, Brazoria County, Texas, has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

SECTION 2. That the City of Angleton, Brazoria County Texas, hereby supports the proposed Northside Manor and confirms that its governing body has voted specifically to approve the construction and/or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703 (a)(4).

SECTION 3. That for and on behalf of the City Council of the City of Angleton, Texas, Shelly Deisher, City Secretary, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION 4. That the City Council has found and determined that the meeting at which this Resolution is considered was 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 5. That this Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this the 9th day of February, 2016.

THE CITY OF ANGLETON

BY: _____
RANDY RHYNE, Mayor

ATTEST:

_____
SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

ANGLETON
Where the Heart is

February 9, 2016

Dennis Hoover
Northside Manor Apartments
P O Box 190
Burnet, Texas 78611

Re: Northside Manor
Property located at 1741 and 1745 East Henderson, Angleton, Texas 77515

Dear Mr. Hoover,

On behalf of the City of Angleton, we support your application for Multi-Family Tax Credits with the Texas Department of Housing and Community Affairs (TDHCA) during the 2016 cycle. We understand the funds will be used for the construction and/or rehabilitation of the existing Family housing development named Northside Manor.

The Angleton City Council is aware of the fact that the municipality of Angleton, Texas has more than twice the state average of units per capita supported by Housing Tax Credits at this time, and that this fact could potentially disqualify Northside Manor (Owner) from receiving tax credits. However, we support the development of Northside Manor and authorize an allocation of Housing Tax Credits for this development. You will receive written approval of this development from the City of Angleton City Council in the form of a resolution.

Angleton has a strong need for affordable housing, so we are very interested in this development for the families in our City. Inquiries are regularly received form potential apartment renters, and your proposed development will help fulfill our need for additional affordable rental housing.

Angleton is an incorporated town in Brazoria County. It is located in census tract #C48039. The zoning for the tract of land where Northside Manor Apartments is located is classified as MFR-29 – Multi-Family Residential-29. Adequate city water, sewer and electric are currently available to the property line and site. Fire protection and garbage collection will be provided by the City of Angleton or its sub-contractors. The property is not located in a flood zone and is in Zone X.

The City has long recognized the need for affordable rental housing and is very supportive of your efforts. We look forward to working with you on this endeavor.

Sincerely,

Randy Rhyne, Mayor

City of Angleton
121 S. Velasco • Angleton, Texas 77515
979-849-4364 • Fax: 979-849-4364 • www.angleton.tx.us

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON:

1) MOTION MAKING A FINDING THAT REDUCING BUILDING PERMIT FEE FOR REHABILITATION PROJECT ON NORTHSIDE MANOR APARTMENTS AT 1741 AND 1745 HENDERSON ROAD, ANGLETON, TEXAS, SERVES A PUBLIC AND MUNICIPAL PURPOSE BY PROVIDING AFFORDABLE RENTAL HOUSING IN OUR COMMUNITY;

2) MOTION REDUCING THE INITIAL BUILDING PERMIT FEE BY $100.00 FOR THE BENEFIT OF THE DEVELOPMENT; AND

3) MOTION AUTHORIZING THE MAYOR TO EXECUTE THE LETTER THAT AGREES TO A $100.00 REDUCTION ON THE INITIAL BUILDING PERMIT FEE ON NORTHSIDE MANOR OR HVM 2016 ANGLETON, LTD.

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

REQUESTED BY: Mary Kay Fischer for Dennis Hoover – President, Hamilton Valley Management

ATTACHMENTS: The February 2, 2016 letter to HVM 2016 Angleton, Ltd.

Executive Summary: Nan Boyles with Hamilton Valley Management has requested, on behalf of Mr. Dennis Hoover, that the City consider reducing the building permit fee by $100.00 for the benefit of the development. Any amount of a reduction of the building permit fee may allow HVM 2016 ANGLETON, LTD. to receive one (1) point for commitment of Development funding from the city in which the Development Site is located.

In order to not violate the Texas Constitution, Article III, Section 52, the City Council must determine that reducing the building permit fee serves a public and municipal purpose. If the City Council makes a finding that the rehabilitation of the 104 unit Family housing development named Northside Manor Apartments for affordable rental housing in our community accomplishes a predominant public and municipal purpose, the City can reduce the building permit fee. After City Council agrees to reduce the initial building permit fee by $100.00, it needs to make a motion authorizing the Mayor to execute the letter (attached) agreeing to reduce the fee.

Mr. Dennis Hoover, the President of HVM will be at the meeting to present their proposal and ask for Council's support.

Recommendation:

Mary Kay Fischer
Name

February 1, 2016
Date

ANGLETON
Where the Heart is

February 2, 2016

HVM 2016 Angleton, Ltd.
Northside Manor Apartments
P.O. Box 190
Burnet, TX 78611

To whom it may concern:

According to code §2306.6725 (a)(5) The City of Angleton has agreed to provide reduced fees in the amount of $100.00 off the initial Building Permit on Northside Manor or HVM 2016 Angleton, LTD.

We are aware this agreement cannot be withdrawn once it has been submitted to TDHCA.

Thank you for your consideration of this project.

Best regards,

Randy Rhyne
Mayor
City of Angleton

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: Discussion and Possible Action on Approval of the Final Plat of the JW Subdivision, a Replat of 6.202 Acres of Tract 5 of the Angleton Commercial Subdivision No. 3, as Recorded in Volume 19, Pages 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco).

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

REQUESTED BY:

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

Attachments: (Attachment description)
Application, final plat and supporting docs

Executive Summary:

Recommendation:
Staff recommends approval

Shelly Deisher **1/26/16**

Name **Date**

Rec'd 11/4/15
Deadline

APPLICATION FOR REQUEST FOR RE-PLATTING

Date: Nov. 2 2015

Address of property: 2916 N. Velasco, Angleton

Name of Applicant: Terry Singletary on behalf of Binrock, Ltd. Phone

Name of Company: Doyle + Wachtstetter, Inc. Phone

E-Mail: t.singletary@dw-surveyor.com
w/ copy to jbingham@binghaminc.com for Binrock, Ltd.

Name of Owner: Paul O'Farrell, Trustee

Address: P.O. Box 1639, Angleton, TX 77516

I HEREBY REQUEST approval of the re-platting 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.

Owner or Agent for Owner (Applicant): Paul O'Farrell, Trustee

Note – Any form that is not completely filled out may be delayed, rejected as a denial or returned to the Applicant

Submittals:

- Re-platting Application Form
- Proof of current taxes paid for subject property (must be a certified tax certificate from tax office for current taxes paid
- Deed of ownership for subject property (must match name on plat as owner
- Application fee:
  - Short Form Plat: $250.00 (property division or combining – no drainage plan or detention
  - Residential (includes preliminary & final review)
    - 200 lots or less - $800.00 plus $6.00 per lot
    - After 200 lots - $4.00 per lot
  - Commercial (includes preliminary &final review
    - Less than two acres - $1,000.00
    - More than two acres - $1,000.00 plus $25 per additional acre
- Project description summary form
  - Provide information concerning the reasons for this re-platting in the space provided
- Authorization of Property Ownership Form
  - If more than one owner, a separate form must be signed, dated & notarized by all owners involved
- Six (6) copies of the plat
  - The plat should show the proposed re-platting with required setbacks, dimensioned lot lines and size of the resultant lot(s) by acreage and square footage.
  - If property lines are being adjusted and more than one lot is being affected, both (all) lots involved need to be portrayed on the plat. Top resultant property lines should be solid lines. The previous property line(s) need to be shown as dashed or dotted lines and labeled "Original Property Line"
  - Plat should reflect the name, size and extents of all bordering right of ways
  - Provide the distance from the nearest intersection on the same side of the road in each direction.
  - Boundary lines should be obtained from actual field-run survey records.

ANGLETON

REQUEST FOR RE-PLATTING

PROJECT SUMMARY FORM

Address of property 2916 N. Velasco

The subject property fronts 351.29 feet on the east side of Hwy 288B

Depth Varies: 777.65' to 807.38' Area = 6.202 TS Acres- 270,159 TS square feet

INDICATE THE PURPOSE OF THE REQUESTED RE-PLAT (BE SPECIFIC):

To create Lot 1 to be sold to Binrock, Ltd. or assigns for development of a Tractor Supply Company store and to create a Reserve for the benefit of the Angleton Drainage District, being 2' wide (east to west) located east of Lot 1.

Is this re-plat a requirement for obtaining a building permit? ✓ YES __ NO

Name* Paul O Farrell, Trustee Date: 11-3-15

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

Page 2

REQUEST FOR RE-PLATTING

AFFIDAVIT
AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of 2916 N. Velasco, Angleton - ~~6.3636~~ 6.202 TS
(indicate address and/or legal description)
acres (being a portion of tax parcel 503517-Angleton Comm'l Subd. No. 3 Lot 5 76.8015 acres) which is the subject of the attached application for land re-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 re-platting of the subject property.

NAME OF APPLICANT: Terry Singletary of Doyle + Wachtstetter, Inc on behalf of Binrock, Ltd.

ADDRESS OF APPLICANT: 121 Commerce St., Clute, TX 77531

APPLICANT PHONE # 979-265-3685 ext. 142 E-MAIL: t.singletary@dw-surveyor.com w/copy to: dbingham@binghaminc.com

NAME OF OWNER: Paul O'Farrell, Trustee

SIGNATURE OF OWNER: Paul O'Farrell, Trustee DATE: 11-3-15

NOTARIAL STATEMENT FOR PROPERTY OWNER

Sworn to and subscribed before me this 3rd day of November, 2015

Notary Public
Commission Expires: _____

SEAL
BARBARA J MARIN
State of Texas
Expires 03-22-2017
Page 3

BRAZORIA COUNTY
TEXAS

J. DE J. VALDERAS SURVEY
ABSTRACT 380

HENDERSON ROAD (COUNTY ROAD 341) (80' R.O.W.)

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [illegible], ACTING IN HIS CAPACITY AS [illegible], KNOWN TO BE OR TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF January, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES February 14, 2019

Notary Public, State of Texas
My Commission Expires
February 14, 2019

ANGLETON DRAINAGE DISTRICT

APPROVED THIS 4th DAY OF January, 2016, BY THE ANGLETON DRAINAGE DISTRICT

THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

1. THAT DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS SUBDIVISION ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED AND THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAN ARE ADEQUATE FOR RECEIVAL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATIONS ESTABLISHED WITH THIS PLAT HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT RELIES TO A LARGE EXTENT ON THE INFORMATION SUBMITTED BY ENGINEERS AND ON THE RELIANCE ON THE REPORT PREPARED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER. THE DISTRICT'S REVIEW IS NOT EXHAUSTIVE, NOR IS IT INTENDED AS A SUBSTITUTION OF THE ENGINEER'S RESPONSIBILITIES NOR OF INSPECTION MAKING POWER OF THE PARTY MAKING THE PLAT OR PLAN REALIZING THERE ARE LIMITATIONS.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ON THIS THE _____ DAY OF _____, 2016.

CITY SECRETARY, ANGLETON, TEXAS

APPROVED BY THE PLANNING BOARD OF THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ON THIS THE _____ DAY OF _____, 20__.

CHAIRMAN

SECRETARY

STATE OF TEXAS
COUNTY OF BRAZORIA

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

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

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

SECRETARY

I, JAMES VAN SCOTT, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE PRIOR OR SUPERVISION, ON THE GROUND, AND THAT THAT ALL BOUNDARY MONUMENTS OR THEIR LOCATIONS ARE AS SHOWN.

JAMES VAN SCOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

NOTES:

1. ALL COORDINATE AND BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, [illegible] ZONE, NAD 83.
2. ALL DISTANCES ARE HORIZONTAL GROUND LEVEL. COMBINED SCALE FACTOR IS 0.99994.
3. FLOOD ZONE CLASSIFICATION: THE PROPERTIES SHOWN HEREON ARE WITHIN ZONE "X" AND "A" AS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION, AGENCY UNDER THE NATIONAL FLOOD INSURANCE PROGRAM AS SHOWN ON COMMUNITY PANEL NO. 480091 0005 C, AND HAS AN EFFECTIVE DATE OF JUNE 18, 1991. THE PROPERTIES IS IN ZONE "X" AND "A" WITH NO SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR FLOOD AS INDICATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM) PANEL NUMBER 480091-0005 C, EFFECTIVE DATE: JUNE 18, 1991.

BENCHMARKS

1. ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
2. U.S.G.S. BENCHMARK [illegible] ELEV. 40.11 (N) "CUT X" IN CONCRETE HEADWALL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF [illegible] AND [illegible] ELEVATION = 39.52'.
3. "CUT X" SCRIBED ON THE SOUTHWEST CORNER OF CONCRETE HEADWALL LOCATED IN DRAINAGE DITCH EAST OF [illegible]. ELEVATION = 39.1'

PLAT OF
JW SUBDIVISION

A REPLAT OF 8.202 ACRES
OF TRACT 5 OF ANGLETON COMMERCIAL
SUBDIVISION NO. 3, AS RECORDED IN
VOLUME 19, PAGES 881-884 OF THE
PLAT RECORDS OF BRAZORIA COUNTY, TEXAS

J. DE J. VALDERAS SURVEY
ABSTRACT 380

JANUARY 2016

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.2626 FAX: 979.265.9960 FIRM NO: 10024000

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: Discussion and Possible Action on Approval of the Preliminary Plat of the Teal Industrial Angleton Business Park, said property having a legal description of 10.4731 acres of land, located in the Edwin Waller League, Abstract 134, City of Angleton, Brazoria County, Texas, being out of and a part of Lot 1 in Airport Meadows Subdivision.

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

REQUESTED BY: Jennifer King

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

Attachments: (Attachment description)
Application, preliminary plat and supporting docs

Executive Summary:

Recommendation:
Staff recommends approval

Shelly Deisher **2/4/16**

Name **Date**

Rec'd 1-6-16
1:10pm AD

APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 12/29/2015

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

Address of property: OLD CLUTE ROAD AND COUNTRY ROAD 220, TX

Name of Applicant: JENNIFER KING Phone: 713.208.7096

Name of Company: TEAL CONSTRUCTION COMPANY Phone: 713.465.8306

E-mail: JENNIFERKING@TEALCON.COM

Name of Owner of Property: TEAL DEVELOPMENT PARTNERS, LLC

Address: 1335 BRITTMOORE RD, HOUSTON, TX 77043

Phone: 713.465.8306 E-mail: JNATTIER@SEATEXCORP.COM

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

Signature of Owner or Agent for Owner (Applicant) _____

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 5 day of January 2016

(SEAL) KATHY BOYKIN My Commission Expires July 27, 2018

Kathy Boykin
Notary Public for the State of Texas
Commission Expires: July 27, 2018

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

PROJECT SUMMARY FORM

Address of property OLD CLUTE ROAD AND COUNTRY ROAD 220, TX

The subject property fronts 615.89' feet on the WEST side of OLD CLUTE ROAD

Depth: 615.89' Area: 10.4731 Acres: 456,209 square feet

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

THE PLAT APPROVAL IS FOR A PROPOSED INDUSTRIAL BUSINESS PARK

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

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

THIS WILL BE OUR PRELIMINARY PLAT FOR THE PROPERTY. ONCE CONSTRUCTION STARTS

SITE PLANS AND RECORD PLATS WILL BE SUBMITTED WITH BUILDING AND SITE LAYOUTS.

Name: [signature] Date: 1/5/16

CITY OF ANGLETON
APPOINTMENT OF AGENT

As owner of the property described as OLD CLUTE ROAD AND COUNTRY ROAD 220, TX,
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: JENNIFER KING

Mailing Address: 1335 BRITTMOORE RD Email: JENNIFERKING@TEALCON.COM

City: HOUSTON State: TX Zip: 77043

Home Phone: ( ) Business Phone: (713) 465-8306

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

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

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

Signature of owner _____ Title MANAGER

Printed/Typed Name of owner JOHN A MURRAY Date 1/5/2016

*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 HARRIS §

Before me, JOHN A. MURRAY, on this day personally appeared JANUARY 5, 2016, known to me (or proved to me on the oath of JOHN A. MURRAY 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 5th day of January, 2016

Debbie Freeman
Notary Public, State Of Texas
My Commission Expires
03/06/2018
(SEAL)

Debbie Freeman
Notary Public Signature

3.6.18
Commission Expires

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) OLD CLUTE ROAD AND COUNTRY ROAD 220, TX

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: JENNIFER KING

ADDRESS: 1335 BRITTMOORE RD, HOUSTON, TX 77043

APPLICANT PHONE #: 713.465.8306 E-MAIL: JENNIFERKING@TEALCON.COM

PRINTED NAME OF OWNER: JIM NATTIER

SIGNATURE OF OWNER: [signature] DATE: 1/5/16

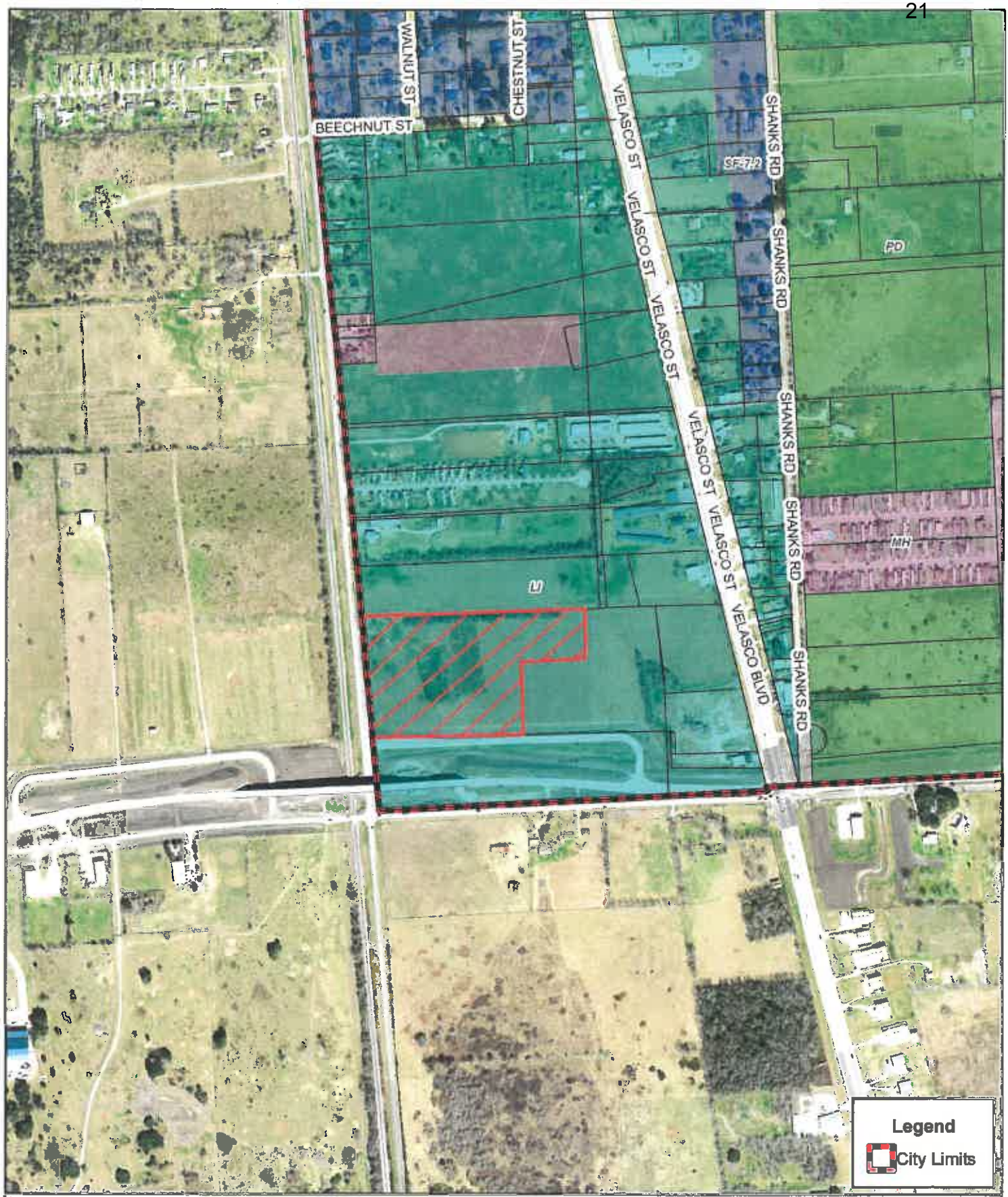
NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 5 day of January 20 16.

(SEAL)

KATHY BOYKIN
My Commission Expires
July 27, 2018

Kathy Boykin
Notary Public for the State of Texas
Commission Expires: July 27, 2018



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 " = 599 '

N

CITY COUNCIL AGENDA ITEM
Meeting Date: Feb. 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN AGREEMENT BETWEEN THE CITY OF ANGLETON AND HDR ENGINEERING FOR THE REPLACEMENT OF WATER LINES THROUGH THE BRAZORIA COUNTY CDBG PROGRAM.

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

REQUESTED BY:

Attachments: (Attachment description)
Engineering Agreement

Executive Summary:
The City of Angleton is one of the recipients of CDBG grant funds through the Brazoria County Program for the replacement of old water lines. The program will replace approximately 4,750 feet of 2 and 6 inch cast iron water pipe. The water lines to be relocated are on North Parrish Street, San Felipe Street and Higgins Street. The total cost of the project is estimated to be $420,000. Engineering and related services will cost $72,970.

Michael Stoldt
Name

Feb. 4, 2016
Date

HDR

February 2, 2016

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

Re: Proposal for Professional Engineering Services
Design, Bid, and Construction Administration Phase Services for
2016 CDBG Water Line Replacement
City of Angleton

Dear Mr. Stoldt,

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for Professional Engineering Services for the above referenced project. This proposal is based on our conversations held with the City on this project. The tasks include engineering design phase services, bid phase services, and construction administration services. For your convenience, this proposal consists of General Overview of the project, proposed Scope of Services, Terms and Conditions, and Fee Schedule.

GENERAL OVERVIEW

The City of Angleton (the City) has requested a proposal for the design phase, bid phase, and construction administration services for the above referenced project. The project will be funded in part by the 2015 Community Development Block Grant (CDBG) Program Consolidated Action Plan, per the October 1, 2015 agreement between Brazoria County and the City of Angleton. The City has identified three (3) water lines that they would like to replace in this project. The water lines will be installed by augering/boring to limit the disturbance to the residents during construction. The water lines are as follows:

North Parrish Street - This improvement includes the replacement of an existing 2-inch cast iron water line with a new 8-inch PVC water line along North Parrish Street, from West Live Oak Street to West Mulberry Street (approximately 1,600 linear feet). The proposed water line will be tied into the existing 6-inch asbestos cement water line on the south side of West Live Oak Street and reconnected to the existing 8-inch asbestos cement on the south side of West Mulberry Street.

[redacted]
Houston, Texas 77057
T 713-622-9264 F 713-622-9265
Texas Registered Engineering Firm F-754

San Felipe Street - This improvement includes the replacement of an existing 6-inch cast iron water line with a new 8-inch PVC water line along San Felipe Street, from North Tinsley Street to Highway 35 (approximately 2,500 linear feet). The proposed water line will be tied into the existing 8-inch asbestos cement water line on the east side of North Tinsley Street, interconnected to the existing 12-inch asbestos cement water line on the east side of North Downing Street, and reconnected to the existing 8-inch asbestos cement water line on the west side of Highway 35.

Higgins Street - This improvement includes the replacement of an existing 2-inch cast iron water line with a new 8-inch PVC water line along Higgins Street, from East Wilkins Street to East Miller Street (approximately 650 linear feet). The proposed water line will be tied into the existing 12-inch PVC water line on the south side of East Wilkins Street and reconnected to the existing 8-inch asbestos cement on the south side of East Miller Street.

SCOPE OF SERVICES

1. Design Engineering Services

Basic Services

- Research and gather existing data on the project such as existing utility information, pipeline crossings, and drawings on the existing utilities.
- Plot survey data of the proposed alignment and evaluate potential alignment alternatives.
- Perform field reconnaissance of the site and immediate vicinity to obtain information on surface features and any other information that would impact construction.
- Examine geotechnical information to determine potential soil conditions and potential impact on construction methodology and costs.
- Coordinate with other governmental entities or utility agencies in regard to the project (TxDOT, TCEQ, and private utilities). Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project, and all public and private utilities, including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting application, etc., such work would be considered under the Additional Services portion of this proposal.

- Coordinate with the City and appraise the City of HDR's findings and analysis, and obtain input from the City.
- Incorporate appropriate comments and corrections from the City's review.
- Prepare final engineering design drawings and specifications as one package.
- Prepare final cost estimate for the project.
- Coordinate with the City during the design process and provide draft documents for the City to review and comment upon. Incorporate appropriate comments with the final bid documents.
- Furnish two (2) sets of construction documents to the City.

Special Services – Design Phase Services

Field Survey Services

- Obtain full topographical survey for the full right-of-way for the street mentioned above. Survey will also extend 50-ft along intersecting streets. The approximate length of survey for the entire project is approximately 5,650 linear feet.
- The survey will locate right-of-way iron rods and property corners at periodic locations to provide an indication of the right-of-way.
- Perform "measure downs" and provide vertical elevation information on the existing sanitary sewer, storm sewer, and other utilities in the project area.
- Perform cross sections at approximate intervals of 100'. Such cross sections shall be the full width of the right-of-way.
- This scope does not include survey services associated with right of way mapping or acquiring right of way.

Geotechnical Investigation Services

- Provide a geotechnical report presenting an investigation of the soils on the above mentioned streets.
- The geotechnical report will provide usual and customary information on the existing soil. It will include bedding and backfill recommendations, trench safety information. The report will be based upon information obtained from borings.

Reproduction

- A budgetary amount will be allocated for reproduction of plans, specifications for review sets and final sets to be given to the City and other key entities, and unpurchased bid sets.

2. **Construction Phase Services**

This phase will be entered into after the acceptance of the Final Design Phase document by the City.

Basic Services

Bid Phase Services

- Assist the City in obtaining bids for the project. The City will advertise the projects and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from HDR's office to potential bidders and load proposed plans and specifications onto Civcast website.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders and distribute meeting minutes.
- Attend and open bids at City Hall.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Coordinate between the City and Contractor to get Contract Documents executed.

Construction Administration Services

- Act as the City's Project Representative during the construction phase.
- Conduct a pre-bid conference and distribute meeting minutes.
- Review and respond accordingly to all Submittals, and Request for Information (RFI), as required by the contract specifications.
- Prepare Change Orders necessitated by field conditions.

- Review the Contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.

- Visit the site periodically to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full-time site representation (construction observation) is not included as part of the Basic Services for Construction Administration.

- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a final walk through of the Project and make a punch list of items remaining on the project

- Provide a recommendation for Final Payment on the Project to the City.

- Engineer shall provide one set of reproducible record plans based on the drawings provided to the Engineer by the Contractor(s).

- Engineer shall provide the City one electronic copy of record plans based on the drawings provided to the Engineer by the Contractor(s).

Special Services - Construction Phase Services

Construction Materials Testing

- A budgetary amount for material testing for this project will be included in this proposal. HDR will coordinate with the material testing firm. This item does not include bacterial testing of the lines.

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.

FEE SCHEDULE

HDR will submit monthly invoices with status reports for all engineering work completed to invoice date. Please be aware that these fees are based on performing all improvement design as a single project. The fees presented in this section reflect a combined effort to perform all proposed work concurrently. If the project is reduced the proposed fees will need to be adjusted accordingly to reflect the cost of performing engineering services on a smaller project. The invoices will be based on the following schedule:

Engineering Services for 2016 CDBG Water Line Replacement Fees	**Total**
Design Phase (Lump Sum)	$35,400.00
Bid Phase (Lump Sum)	$3,950.00
Construction Admin (Lump Sum)	$7,850.00
Survey (Cost + 10%)	$14,850.00
Geotechnical (Cost + 10%)	$7,920.00
*Material Testing	$2,000.00
*Reproduction (Cost + 10%)	$1,000.00
Proposed Engineering Services Total	**$72,970.00**

**Budgetary Amounts*

Estimated Construction Cost	$348,000.00
Proposed Engineering Total	$72,970.00
Total Estimated Project Cost	**$420,970.00**

Additional services beyond those described in the Scope of Services will be completed under the current on-going contract and the established rates. No additional services will be performed or invoiced without prior authorization from the City.

Additional services beyond those described in the Scope of Services will be completed under the current on-going contract and the established rates. No additional services will be performed or invoiced without prior authorization from the City.

It is anticipated that it will take three (3) months after the approval to complete the design.

If the above is acceptable to the City of Angleton, please sign in the space designated below to indicate the City's agreement to this proposal. Receipt of this signed agreement by HDR will serve as HDR's notice to proceed.

HDR Engineering, Inc. appreciates the opportunity to submit this proposal and we look forward to working with the City of Angleton on this very important project.

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 of Angleton
2016 CDBG Water Line Replacement

Preliminary Estimate of Probable Construction Cost

Item No.	Description	Unit	Qty	Unit Price[1]	Total Amount
A	**Higgins Street**				
1	8-inch PVC Water Line	LF	650	$47.50	$30,875.00
2	8-inch Gate Valve with Box	EA	3	$1,575.00	$4,725.00
3	8-inch Wet Connection	EA	1	$1,260.00	$1,260.00
4	12-inch Wet Connection	EA	1	$1,575.00	$1,575.00
5	Fire Hydrant Assembly	EA	1	$3,300.00	$3,300.00
6	2-inch CP&A	EA	2	$350.00	$700.00
7	Abandon Valve in Place, All Sizes	EA	1	$210.00	$210.00
8	Short Side Services	EA	4	$525.00	$2,100.00
9	Long Side Services	EA	4	$735.00	$2,940.00
Subtotal for Higgins Street (A)					**$47,685.00**
B	**North Parrish Street**				
1	8-inch PVC Water Line	LF	1,600	$47.50	$76,000.00
2	8-inch Gate Valve with Box	EA	2	$1,575.00	$3,150.00
3	6-inch Wet Connection	EA	1	$945.00	$945.00
4	8-inch Wet Connection	EA	1	$1,260.00	$1,260.00
5	Fire Hydrant Assembly	EA	2	$3,300.00	$6,600.00
6	2-inch CP&A	EA	2	$350.00	$700.00
7	Abandon Valve in Place, All Sizes	EA	2	$210.00	$420.00
8	Short Side Services	EA	8	$525.00	$4,200.00
9	Long Side Services	EA	15	$735.00	$11,025.00
10	Removal and Replacement of Sidewalks	SF	200	$7.35	$1,470.00
Subtotal for North Parish Street (B)					**$105,770.00**
C	**San Felipe Street**				
1	8-inch PVC Water Line	LF	2,500	$47.50	$118,750.00
2	8-inch Gate Valve with Box	EA	5	$1,575.00	$7,875.00
3	2-inch Wet Connection	EA	1	$750.00	$750.00
4	8-inch Wet Connection	EA	2	$1,260.00	$2,520.00
5	Fire Hydrant Assembly	EA	2	$3,300.00	$6,600.00
6	Salvage Fire Hydrant	EA	2	$315.00	$630.00
7	6-inch CP&A	EA	2	$420.00	$840.00
8	Abandon Valve in Place, All Sizes	EA	2	$210.00	$420.00
9	Short Side Services	EA	18	$525.00	$9,450.00
10	Long Side Services	EA	16	$735.00	$11,760.00
11	Removal and Replacement of ADA Wheelchair Ramps	EA	4	$735.00	$2,940.00
Subtotal for San Felipe Street (C)					**$162,535.00**
Total (A + B + C)					$315,990.00
Contingency (10%)					$31,599.00
Total Estimated Construction Cost					**$347,589.00**

Design Phase Services	$35,400.00
Bid Phase Services	$3,950.00
Construction Administration Services	$7,850.00
Survey	$14,850.00
Geotechnical	$7,920.00
Material Testing[2]	$2,000.00
GIS Services	$2,000.00
Reproduction[2]	$1,000.00
Total Engineering/Design Cost	**$74,970.00**

Total Estimated Project Cost	**$422,559.00**

Note:

(1) Unit prices based on City of Angleton's 2014 Water Line Improvements Project, and adjusted 5%.

(2) Budgetary Amounts

(3) These estimates are presented for planning purposes only and are subject to change as the project progresses.

CITY COUNCIL
AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: Discussion and Possible Action on Ordinance 2016-O-2A, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS PROVIDING FOR A GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR POSITION 1, POSITION 3 AND POSITION 5; FOR DESIGNATING POLLING PLACES; PROVIDING THAT ALL PERSONS DESIRING TO HAVE THEIR NAME PLACED ON THE OFFICIAL BALLOT AS A CANDIDATE IN THE GENERAL ELECTION FILE AN APPLICATION NOT LATER THAN 5:00 P.M. ON FEBRUARY 19, 2016 WITH THE CITY SECRETARY; PROVIDING FOR A JOINT ELECTION WITH BRAZORIA COUNTY; PROVIDING FOR THE PLACE OF SUCH ELECTION TO BE HELD; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERANCE CLAUSE AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

___ 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)
Ordinance No. 2016-O-2A and exhibits.

Executive Summary:
Election law requires every election must be ordered by council by ordinance, to include the date of the election, positions to be filled, designated polling places, deadline for filing applications, joint election with the county, and election voting locations.

Recommendation:
Staff recommends approval.

Shelly Deisher **January 14, 2016**

Name **Date**

Ordinance 2016-O-2A

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS PROVIDING FOR A GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR POSITION 1, POSITION 3 AND POSITION 5; FOR DESIGNATING POLLING PLACES; PROVIDING THAT ALL PERSONS DESIRING TO HAVE THEIR NAME PLACED ON THE OFFICIAL BALLOT AS A CANDIDATE IN THE GENERAL ELECTION FILE AN APPLICATION NOT LATER THAN 5:00 P.M. ON FEBRUARY 19, 2016 WITH THE CITY SECRETARY; PROVIDING FOR A JOINT ELECTION WITH BRAZORIA COUNTY; PROVIDING FOR THE PLACE OF SUCH ELECTION TO BE HELD; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERANCE CLAUSE AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

SECTION 1. That a Regular City Election is hereby called and ordered for the purpose of electing a Council member for Position 1, Position 3 and Position 5, shall be conducted on Saturday, May 7th, 2016, pursuant to the Home Rule Charter of the City of Angleton and the laws of the State of Texas, at the Polling Places listed in the attached Notice of General Election, from 7:00 a.m. until 7:00 p.m.

SECTION 2. That the City of Angleton has contracted with Brazoria County to conduct the regular election and early voting as set out in the contract agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. Absentee/early voting will be conducted by the County Clerk for Brazoria County, Joyce Hudman at the Brazoria County Courthouse East Annex, 1524 E. Mulberry, Room 144, Angleton, Texas. Early voting by personal appearance for the election shall commence on Monday, April 25, 2016 daily, opening at 8:00 a.m. and closing at 5:00 p.m. and ending on May 3, 2016; and from 7 a.m. to 7 p.m. on April 30th, May 2nd, 3rd and 7th, 2016.

SECTION 4. Providing for the designation of the Central Counting Station being located at the Brazoria County Courthouse East Annex, Angleton, Texas.

SECTION 5. That any person having the qualifications set out in the Charter of the City of Angleton for the positions of City Council may file an application to have his or her name placed on the official ballot as a candidate. Said application shall be accompanied by a loyalty affidavit of the candidate as prescribed by Section 141.031 of the Texas Election Code of the State of Texas and said application for a place on the ballot in the General Election shall be filed with the City Secretary as prescribed by Section 143.006 of the Election Code not earlier than 8:00 a.m., Wednesday, January 20, 2016 until 5:00 p.m., Friday, February 19, 2016.

SECTION 6. The Mayor is hereby authorized to order and give notice of such election in accordance with the Order for Election and Notice of Election attached hereto and made a part hereof by reference. Said Order and Notice will be printed in English and Spanish to comply with bilingual requirements as stipulated in the Voting Rights Act of 1965 as amended. Said Order and Notice shall be posted in accordance with law.

SECTION 7. If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

PASSED AND APPROVED this the 9th day of February, 2016.

_____
RANDY RHYNE, MAYOR

ATTEST:

_____
Shelly Deisher
City Secretary

APPROVED AS TO FORM:

_____
Mary Kay Fischer, City Attorney

THE STATE OF TEXAS
COUNTY OF BRAZORIA

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between CITY OF ANGLETON , acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on MAY 7, 2016.

RECITALS

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on MAY 7, 2016

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Brazoria County and the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Brazoria County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot

on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election". If a Political Subdivision is holding any type Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the Brazoria County Election's Office if your Political Subdivision must print a separate notice so we do not include your Political Subdivision in the Notice published by our office.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

It is currently unclear whether the preclearance section of the Voting Rights Act of 1965, as amended, applies and whether preclearance is required. If it is determined that preclearance is required, the County Clerk's Election Department, with the assistance of the Brazoria County District Attorney's Office, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. If preclearance is required, each Political Subdivision shall provide necessary documentation for preclearance and this submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections on MAY 7, 2016.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to Elections including but not limited to Sec. 52.072 of the Election Code, which states, "a proposition on the ballot shall be printed on the ballot in the form of a single statement". **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the MAY 7, 2016 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than MAY 6, 2016 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the MAY 7, 2016 election. Any changes in voting location from those that were used in the MAY 9, 2015 COUNTYWIDE JOINT elections will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Brazoria County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The County Clerk shall make emergency appointments of election officials if necessary. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of $12.00. Each election clerk will receive compensation at an hourly rate of $10.00. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks will receive $30.00 for attending training.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLICTICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATES APPLICATION TO THE BRAZORIA COUNTY ELECTION'S OFFICE. This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of $12.00. The clerks at each location will receive compensation at an hourly rate of $10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

Brazoria County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Department, shall appoint two or more additional members to constitute the EVBB. The Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Janice Evans
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cloudt
Alternate Tabulation Supervisor:	Brandy Pena
Presiding Judge:	Amanda Little
Alternate Presiding Judge:	Dottie Cornett

The Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

The Elections Department shall post all election night results to our website on election night. http://www. Brazoriacountyvotes.com.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since we will be switching to "Vote

Centers", every political subdivision will be voting at every locations. For billing purposes, each "Vote Center" will be assigned precincts in the area and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all Political Subdivisions as follows: Total cost of all 11 locations will be divided by all Political Subdivisions holding elections on MAY 7, 2016. Cost will be based on registered voters.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Department agrees to provide advisory services to the District as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to Brazoria County a deposit of $1,500.00 . This deposit shall be paid to Brazoria County within 10 days after the final candidate filing deadline. The final candidate filing deadline is FEBRUARY 19, 2016. Therefore, deposit is due by MARCH 4, 2016. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the MAY 7, 2016 election and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2016 been executed on behalf of Brazoria County by the County Judge or the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2016 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By _____
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ANGLETON

City of Angleton, Texas
ORDER OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the Registered Voters of the City of Angleton, Texas:*(A los votantes registrados del Ciudad de Angleton, Texas*:)

An election is hereby ordered and notice is hereby given that the polling places listed below will be open from 7 a.m. to 7 p.m., on Saturday, May 7, 2016, for voting in a general election to elect Council Position #1, Council Position #3 and Council Position #5.

(Notifiquese, por las presente, que las casillas electorales sitados abajo se abrian desde las 7 a.m. hasta las 7 p.m. ele 7 de Mayo de 2016, para votar en una elección general para elegir consejo posición # 1, Posición del Consejo n ° 3 y el Consejo Posición # 5, y para votar).

LOCATION(S) OF POLLING PLACES
(DIRECCIONES DE LAS CASILLAS ELECTORALES)

PCT:	LOCATION: (POLLING PLACES - MAY 7, 2016 - VOTE CENTERS)
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Pct 4 Government Offices, 121 N 10th St, West Columbia
3	Ryan Center, 2925 South Bypass 35, Alvin
4	Brazoria Library, 620 S Brooks, Brazoria
5	Holiday Lakes City Hall, 195 N Texas Ave, Holiday Lakes
6	Liverpool City Hall, 8901 CR 171, Liverpool
7	Freeport Library, 410 Brazosport Blvd, Freeport
8	Oyster Creek City Hall, 3210 FM 523, Oyster CreeK
9	Bonney Annex Building, 19025 FM 521, Bonney
12	Drainage District # 4 Building, 4813 W Broadway, Pearland
13	Turner High School, 4717 Bailey Rd, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute City Hall, 108 E Main, Clute
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
25	Hillcrest Village Municipal Bldg, 200 W Timberlane, Alvin
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland
33	Mims Community Center, 4283 FM 521, Brazoria
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach
39	Alvin Library, 105 S Gordon, Alvin
40	Courthouse North Annex, 7313 Corporate Dr, Manvel
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Pearland Library, 3522 Liberty Dr, Pearland
49	Columbia Lakes Conference Center, 188 Freeman Blvd, WC
52	Fellowship Bible Church, 1720 E Broadway, Pearland
55	Courthouse West Annex, 451 N Velasco, Angleton
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland

between the hours of 8 a.m. and 5 p.m. beginning Monday, April 25 and ending on Tuesday, May 3, 2016.
(El lunes, el 25 de abril – el lunes el 3 de mayo);

between the hours of 7 a.m. and 7 p.m. on Saturday, April 30, Monday, May 2nd and Tuesday, May 3rd, 2016.
(entre las horas de 7 am a 7 pm el sábado , 30 de abril Lunes, 02 de mayo y el Martes, 03 de mayo 2016).

Applications for voting by mail must be received no later than the close of business, 5 PM April 26, 2016.
(Las solicitudes para boletas de votcion adelantada por correo deberan recibirse para el fin de las horas de negocio 5 PM el 26 de abril de 2016.

Applications should be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:

JOYCE HUDMAN, COUNTY CLERK
111 E. LOCUST, SUITE 200
ANGLETON, TX 77515-4654

REASONS FOR BEING QUALIFIED TO VOTE BY MAIL (Calificaciones para votar adelantado por correo:)

65 years of age or older; (Tiene 565 anos o mas)
Disability; (Tiene incapacidad)
Absence from the county on Election Day and during the Early Voting Period
(Ausencia del condado en el dia de eleccion y durante las fechas y horas de votacion adelantada)
Confinement in jail (Encarcelado).

Issued this the 9th day of February, 2016.
(Publicado el día 9 de febrero de 2016.)

_____
Randy Rhyne, Mayor

ATTEST:

_____
Shelly Deisher, City Secretary

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCIÓN GENERAL)

To the Registered Voters of the County of Brazoria, Texas:
(A los votantes registrados del Condado de Brazoria, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 7, 2016:

(Notifíquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 9 de mayo de 2015 para votar en:

A voter may vote at any of the locations listed below:
(Los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo:)

LOCATIONS OF ELECTION DAY POLLING PLACES
(DIRECCIONES DE LAS CASILLAS ELECTORALES EL DÍA DE ELECCIÓN:)

City/Area *(Ciudad)*	Polling Place *(Casilla electoral)*
Alvin	Alvin Library, 105 S. Gordon
Alvin	Ryan Center, 2925 S. Bypass 35
Alvin/Hillcrest	Hillcrest Village Municipal Building, 200 W. Timberlane
Angleton	East Annex (Old Walmart), 1524 E. Mulberry
Angleton	West Annex, 451 N. Velasco
Bonney	Bonney Annex Building, 19025 FM 521
Brazoria	Brazoria Library, 620 S. Brooks
Brazoria	Mims Community Center, 4283 FM 521
Clute	Clute City Hall, 108 E. Main
Danbury	Danbury Community Center, 6115 5th St.
Freeport	Freeport Library, 410 Brazosport Blvd.
Holiday Lakes	Holiday Lakes City Hall, 195 N. Texas Ave.
Lake Jackson	Lake Jackson Civic Center, 333 Hwy 332 East
Liverpool	Liverpool City Hall, 8901 CR 171
Manvel	Courthouse North Annex, 7313 Corporate Dr.
Oyster Creek	Oyster Creek City Hall, 3210 FM 523
Pearland	Drainage District # 4 Building, 4813 W. Broadway
Pearland	Fellowship Bible Church, 1720 E. Broadway
Pearland	Pearland Library, 3522 Liberty Dr.
Pearland	Pearland Westside Library, 2803 Business Center Dr. #101
Pearland	Silverlake Recreation Center, 2715 Southwyck Pkwy.
Pearland	Turner High School, 4717 Bailey Rd.
Pearland	Westside Event Center, 2150 Countryplace Pkwy.
Richwood	Richwood City Hall, 1800 N. Brazosport Blvd.
Surfside Beach	Surfside Beach City Hall, 1304 Monument Dr.
Sweeny	Sweeny Community Center, 205 W. Ashley Wilson Rd.

LOCATIONS OF EARLY VOTING POLLING PLACES:
(DIRECCIONES DE LAS CASILLAS ELECTORALES DE VOTACIÓN ADELANTADA:)

Early voting by personal appearance will be conducted at:
(La votación adelantada en persona se llevará a cabo en:)

Angleton Main Location	East Annex (Old Walmart), 1524 E. Mulberry
Alvin	Alvin Library, 105 S. Gordon
Brazoria	Brazoria Library, 620 S. Brooks
Freeport	Freeport Library, 410 Brazosport Blvd.
Lake Jackson	Lake Jackson Library, 250 Circle Way
Manvel	Courthouse North Annex, 7313 Corporate Dr.
Pearland East	Pearland Library, 3522 Liberty Dr.
Pearland West	Westside Event Center, 2150 Countryplace Pkwy.

Shadow Creek .....Pearland Westside Library, 2803 Business Center Dr. #101
Sweeny.....Sweeny Community Center, 205 W. Ashley Wilson Rd.

Days and Hours of Operation:
(Días y Horas Hábiles:)

April 25-May 3 .....8 AM – 5 PM
April 30.....7 AM – 7 PM
May 2-3 .....7 AM – 7 PM

Applications for ballot by mail should be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

JOYCE HUDMAN, COUNTY CLERK
111 E. LOCUST, SUITE 200
ANGLETON, TX 77515-4654

Applications for voting by mail must be received no later than the close of business on
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

April 26, 2016. *(26 de abril de 2016).*

Issued this the ___ day of April, 2016.

_____
Joyce Hudman, Early Voting Clerk

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-2C, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 2, ADMINISTRATION; ARTICLE I. IN GENERAL, TO AMEND SEC. 2-3, TO ADDRESS WEAPONS ON CITY PREMISES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Attachments: (Attachment description)
Ordinance No. 2016-O-2C

Executive Summary:

Beginning January 1, 2016, a person with a current concealed handgun license, or a person who obtains the new "license to carry a handgun," can legally carry a handgun in a concealed manner or openly in a belt or shoulder holster.

A city has very limited authority to prohibit a license holder from carrying in city facilities to which the general public has access.

This Ordinance repeals the current Ordinance provisions that are inconsistent with the new state laws addressing persons with a license to carry a handgun.

Pursuant to Charter Sec. 4.07, the City Council has the power to determine all matters of policy, including whether to allow long guns in city buildings and whether to allow city employees who hold a valid license under Subchapter H, Chapter 411, Government Code (handgun licensing law) to carry a concealed handgun on City premises while acting within the scope of that employee's duties.

This Ordinance establishes those policies regarding long guns in city buildings and concealed carry by employees that hold a valid license under state law.

Mary Kay Fischer
Name

February 2, 2016
Date

ORDINANCE NO. 2016-O-2C

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 2, ADMINISTRATION; ARTICLE I. IN GENERAL, TO AMEND SEC. 2-3, TO ADDRESS WEAPONS ON CITY PREMISES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, beginning January 1, 2016, a person with a current concealed handgun license, or a person who obtains the new "license to carry a handgun," can legally carry a handgun in a concealed manner or openly in a belt or shoulder holster; and

WHEREAS, a city has very limited authority to prohibit a license holder from carrying in city facilities to which the general public has access; and

WHEREAS, pursuant to Charter Sec. 4.07, the City Council has the power to determine all matters of policy, including whether to allow long guns in city buildings and whether to allow city employees who hold a valid license under Subchapter H, Chapter 411, Government Code (handgun licensing law) to carry a concealed handgun on City premises while acting within the scope of that employee's duties.

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

SECTION 1. That Sec. 2-3 (a) and (b) of the Code of Ordinances, City of Angleton, Texas, are hereby repealed and amended to read as follows:

Sec. 2-3. Weapons on City Premises.

(a) Definitions:

The following words and phrases, when used in this section, shall have the following meanings:

(1) *Building* means a combination of any materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.

(2) *City premises* shall mean a building or any portion thereof, as well as, all personal and real property or any portion thereof, owned, leased, occupied or in any manner controlled by the City including, but not limited to,

offices, parks, and vehicles. A city-owned vehicle does not include a personal vehicle of an employee who receives a vehicle allowance from the City.

(3) *Concealed handgun* is a handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person.

(4) *Handgun* means any firearm that is designed, made, or adapted to be fired with one hand.

(5) *License holder* means a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code.

(6) *Long gun* means rifles and shotguns.

(b) It is unlawful for any person to possess a long gun in any City building. Notices shall be posted on all City buildings.

(c) A City employee who holds a valid license under Subchapter H, Chapter 411, Government Code (handgun licensing law) is allowed to:

1) carry a concealed handgun in compliance with all applicable state and federal laws, on City premises while acting within the scope of the employee's duties or
2) possess a handgun concealed in a locked and secured compartment or container.

(d) A City employee who is not a peace officer, who holds a valid license under Subchapter H, Chapter 411, Government Code (handgun licensing law), is prohibited from openly carrying a handgun on City premises while acting within the scope of the employee's duties.

SECTION 2: That Sec. 2-3 (c) is renumbered as Sec. 2-3 (e).

SECTION 3. That all ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of that conflict only.

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 effective not less than ten (10) days from the date of its passage in accordance with the City Charter and the City Secretary is hereby directed to cause the caption to be published in the official newspaper of the City at least once within ten (10) days after the passage of the Ordinance.

SECTION 7. That this Ordinance shall be in full force and effect from and after February 19, 2016.

PASSED AND APPROVED this the 9th day of February, 2016.

_____
RANDY RHYNE, Mayor

ATTEST:

_____
Shelly Deisher, City Secretary

APPROVED AS TO FORM:

_____
Mary Kay Fischer, City Attorney

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-2D, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 17, PARKS AND RECREATION; ARTICLE III. USE OF PUBLIC PARKS, TO AMEND SEC. 17-60, HUNTING AND FIREARMS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Attachments: (Attachment description)
Ordinance No. 2016-O-2D

Executive Summary:

The current Ordinance prohibits a person from possessing any firearm within the boundaries of the city parks. This Ordinance provides for an exception for persons who are licensed under Subchapter H, Chapter 411, Texas Government Code (handgun licensing law). It also provides an exception for City of Angleton Animal Control Officers who are carrying a trapping device when acting within the scope of the employee's duties.

With the advent of the new law, a person who has a concealed handgun license may carry a handgun in a park if the handgun is concealed or not concealed while in a shoulder or belt holster.

This proposed Ordinance adds an exception for persons with concealed handgun licenses consistent with state law and adds an exception for Animal Control Officers to carry a trapping device when acting within the scope of the employee's duties.

Mary Kay Fischer
Name

February 2, 2016
Date

ORDINANCE NO. 2016-O-2D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, CHAPTER 17, PARKS AND RECREATION; ARTICLE III. USE OF PUBLIC PARKS, TO AMEND SEC. 17-60, HUNTING AND FIREARMS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1. That Sec. 17-60 of the Code of Ordinances, City of Angleton, Texas, is hereby amended to read as follows:

CHAPTER 17. PARKS AND RECREATION

Sec. 17-60. – Hunting and firearms.

(a) Prohibited. It shall be unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including, but not limited to a BB gun or pellet gun, spring- gun, cross-bow, bow and arrow or slingshot on or over any park.

(b) Exception. Except as otherwise provided by law, it is an exception to subsection (a) if a person:

(1) carries in a park

(a) a concealed handgun or

(b) a handgun in a shoulder or belt holster; and

(2) is licensed under V.T.C.A., Government Code, Chapter 41, Subchapter H (handgun licensing law).

(c) Exception. It is an exception for subsection (a) if a City of Angleton Animal Control Officer is carrying a trapping device when acting within the scope of the employee's duties.

SECTION 2. That the Director of Parks and Recreation is hereby authorized and directed to place appropriate signage at city parks to provide notice of the prohibitions established in Section 1.

SECTION 3. That all ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of that conflict only.

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 any person who fails to comply with any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed FIVE HUNDRED AND NO/100 DOLLARS ($500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

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

SECTION 8. That this Ordinance shall be in full force and effect from and after February 19, 2016.

PASSED AND APPROVED this the 9th day of February, 2016.

_____
RANDY RHYNE, Mayor

ATTEST:

_____
Shelly Deisher, City Secretary

APPROVED AS TO FORM:

_____
Mary Kay Fischer, City Attorney

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: **DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2016-R-2A; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ENACTING AN ANTI-NIMBYISM ACTION PLAN AS REQUIRED TO MAINTAIN CDBG-DISASTER RECOVERY FUNDING THROUGH THE TEXAS GENERAL LAND OFFICE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

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

REQUESTED BY:

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

Attachments: (Attachment description)
Resolution 2016-R-2A

Executive Summary:
As a condition to receive CDBG-Disaster Recovery funding, we were required to complete a Fair Housing Activity Statement (FHAST). At this time, we have responded to all impediments in the FHAST except: (1) the development of an anti-NIMBYism action plan, which this Resolution fixes; (2) developing a policy to require senior staff to receive training, for which we have received a DVD and will set up 3 viewing dates; and (3) Review codes/ordinances with respect to impediments to special needs persons.

Recommendation:
Staff recommends approval.

Name **Date**
Alyssa Deaton 2/2/2016

RESOLUTION NO. 2016-R-2A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ENACTING AN ANTI-NIMBYISM ACTION PLAN AS REQUIRED TO MAINTAIN CDBG-DISASTER RECOVERY FUNDING THROUGH THE TEXAS GENERAL LAND OFFICE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the City of Angleton to discourage 'NIMBYism' within our community. NIMBY is an acronym for "Not In My Backyard". The U.S. Department of Housing and Urban Development defines NIMBYism as a "mentality adopted by those who reject certain changes to their communities." The NIMBY mentality makes it difficult for communities to consider compromise, recognize personal property rights, and/or seek alternatives, all which can impact growth and development; and

WHEREAS, the City of Angleton understands the importance of informed residents, the importance of fair housing, and a diversified tax base. The City of Angleton will strive to see that new developments, including those that offer fair and affordable housing opportunities within the City of Angleton, are considered with cooperation and understanding; and

WHEREAS, to address NIMBYism, the City of Angleton will:

1) Increase awareness by distributing and making accessible clear and accurate information on proposed developments through available community resources.
2) Respond to community concerns at public forums.
3) Provide a copy of this plan to local elected and non-elected officials to raise awareness of NIMBYism.
4) Encourage developers to construct well-designed buildings that compliment surrounding neighborhoods.
5) Inform developers of potential NIMBY concerns during pre-development meetings with City of Angleton staff. Staff will share previous experiences with issues which created NIMBYism in the community and encourage the developer to work within the adjoining neighborhoods to ensure the proposed project compliments the neighborhood and can become an asset to the City of Angleton.

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

SECTION 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the City Council has found and determined that the meeting at which this Resolution is considered was 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 3. That this Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this the 9th day of February, 2016.

THE CITY OF ANGLETON

BY: _____
RANDY RHYNE, MAYOR

ATTEST:

_____
SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, CITY ATTORNEY

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON SIX "AD VALOREM TAX REFUND INCENTIVE PROGRAM AGREEMENTS" BETWEEN THE CITY OF ANGLETON AND:

JEFF HOLT FOR 401 HERITAGE OAKS DRIVE
JOHN & KATHERINE PLUMB FOR 9 CHUCK WAGON COURT
JOHN & KATHERINE PLUMB FOR 700 PRAIRIE LANE
ARTIE TROPOLI FOR 113 CORRAL LOOP
ARTIE TROPOLI FOR 328 LASSO
IRENE JOY COOK FOR 1609 ALENA ROAD

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

REQUESTED BY: Michael Stoldt

Attachments: (Attachment description)
Jeff Holt Agreement for 401 Heritage Oaks Drive and Program Application
John and Katherine Plumb for 9 Chuck Wagon Court
John and Katherine Plumb for 700 Prairie Lane
Artie Tropoli for 113 Corral Loop
Artie Tropoli for 328 Lasso
Irene Joy Cook for 1609 Alena Road
Ordinance No. 2014-O-1C – Attachment B for all Agreements

Executive Summary:
These are the first six agreements to be considered under the 2014 Commercial and Residential Incentive Program. The program was designed to encourage speculative residential construction and new commercial development. Under the program residential contractors can receive rebates for Maintenance and Operations (M&O) taxes paid on new residential construction for two years.

The City budgeted $35,000 for tax rebates. The rebates for these six agreements total $6,340. The City has approximately 10 other agreements being prepared now.

Michael Stoldt
Name

Jan. 29, 2016
Date

CITY COUNCIL AGENDA ITEM
Meeting Date: February 9, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE PAYMENT OF TEXAS NEW MEXICO POWER (TNMP) INVOICE FOR THE EXTENSION OF UTILITIES TO THE SH 288 LIFT STATION.

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

REQUESTED BY:

Attachments: (Attachment description)
TNMP Invoice
Electric Line Extension Map

Executive Summary:
The City has received the invoice for the extension of utilities to the 288 Eastside lift station. The invoiced cost is $149,384.20. TNMP must receive payment before they will order the materials and begin construction. If approved at the meeting on February 9, the check will be sent by overnight mail to TNMP the next day.

The City currently has uncommitted (not contractually committed) funds in the 2015 Debt Issue budget to cover this expense. However, the expense will exceed funds provided in this project's line item by $81,995. Funding for that shortfall is available through the new Infrastructure Funds, if needed after all projects are completed.

Michael Stoldt
Name

Feb. 3, 2015
Date

INVOICE

INVOICE #: 21674--001

Customer Name: CITY OF ANGLETON
Address: 121 S VELASCO ST
ANGLETON, TX 77515-0000

DATE: 12/14/16

Terms: Net 60 days

INVOICE DESCRIPTION	AMOUNT
TOTAL AMOUNT DUE	$149,384.20

DESIGN NUMBER = 21674--001
Job Description: 20680-CITY OF ANGLETON-CR 341-3PH LINE EXT

Customer Required Payment $149,384.20

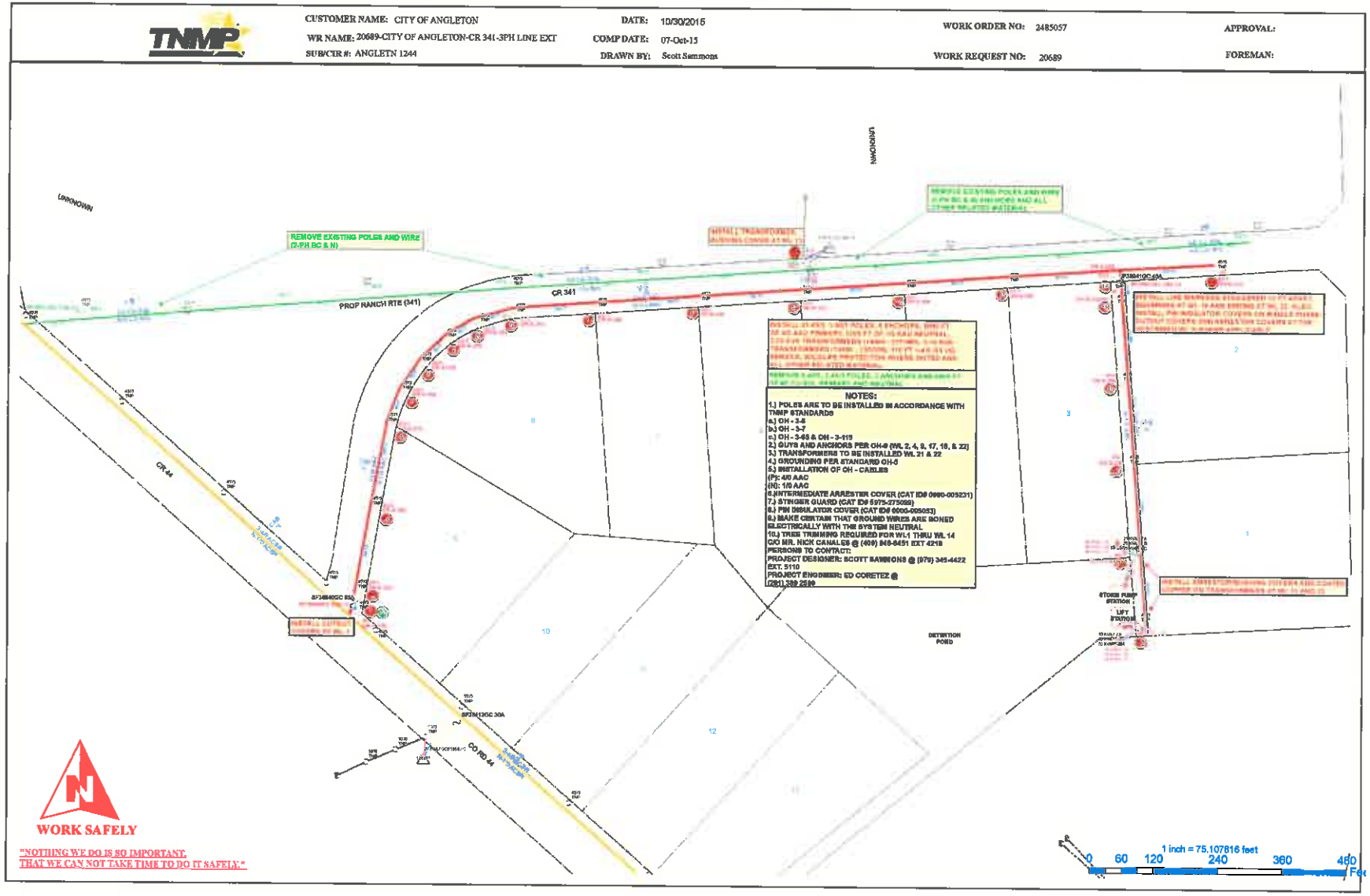
COMMENTS: Prepayment before service

Remit To: Texas New Mexico Power
Patti Kapaiski
34425-2 Hwy 36
West Columbia, TX 77486

For questions about this invoice please contact - -
** SCOTT SAMMONS **

Please include invoice number with your payment. Thank you.

PRICES MAY VARY IF NOT PAID WITHIN 60 DAYS


CUSTOMER NAME: CITY OF ANGLETON
WR NAME: 20689-CITY OF ANGLETON-CR 341-3PH LINE EXT
SUB/CIR #: ANGLETN 1244
DATE: 10/30/2015
COMP DATE: 07-Oct-15
DRAWN BY: Scott Sammons
WORK ORDER NO: 2485057
WORK REQUEST NO: 20689
APPROVAL:
FOREMAN:
UNKNOWN
REMOVE EXISTING POLES AND WIRE (3-PH BC & N)
PROP RANCH RTE (341)
CR 341
CR 44
CO RD 44
NOTES:
1.) POLES ARE TO BE INSTALLED IN ACCORDANCE WITH TNMP STANDARDS
a.) OH - 3-6
b.) OH - 3-7
c.) OH - 3-65 & OH - 3-115
2.) GUYS AND ANCHORS PER OH-8 (WL 2, 4, 9, 17, 18, & 22)
3.) TRANSFORMERS TO BE INSTALLED WL 21 & 22
4.) GROUNDING PER STANDARD OH-5
5.) INSTALLATION OF OH - CABLES
(P): 4/0 AAC
(N): 1/0 AAC
6.)INTERMEDIATE ARRESTER COVER (CAT ID# 0990-005231)
7.) STINGER GUARD (CAT ID# 5975-275089)
8.) PIN INSULATOR COVER (CAT ID# 0990-005033)
9.) MAKE CERTAIN THAT GROUND WIRES ARE BONED ELECTRICALLY WITH THE SYSTEM NEUTRAL
10.) TREE TRIMMING REQUIRED FOR WL1 THRU WL 14
C/O MR. NICK CANALES @ (409) 848-8451 EXT 4218
PERSONS TO CONTACT:
PROJECT DESIGNER: SCOTT SAMMONS @ (979) 345-4422 EXT. 5110
PROJECT ENGINEER: ED CORETEZ @ (281) 389 2590
STORM PUMP STATION
LIFT STATION
DETENTION POND
WORK SAFELY
"NOTHING WE DO IS SO IMPORTANT, THAT WE CAN NOT TAKE TIME TO DO IT SAFELY."
1 inch = 75.107816 feet
0 60 120 240 360 480
Feet