City of Angleton, Texas
City Council Regular Meeting
Tuesday, February 23, 2016
@ 6:00 p.m.

The City of Angleton, Texas, City Council will conduct a Regular Meeting beginning at 6 p.m., Tuesday, February 23, 2016 at City Council Chambers, 120 S. Chenango, Angleton, TX, to consider 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. Approval of City Council Minutes from the meetings of January 12, 2016 Special Meeting, January 26, 2016 Regular Meeting and February 9, 2016 Special Meeting.

5. PRESENTATIONS:
   a) Vietnam Veterans Day Proclamation
   b) Keep Angleton Beautiful Yard and Business of the Month

6. Citizens Wishing to Address Council.

7. Requests to Address Council Other Than Citizenry.

8. *ALL ITEMS LISTED UNDER THE "CONSENT AGENDA" ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED BY A SEPARATE ACTION.*

   Consent items:
   A) Ratify Accounts Payable for January, 2016
   B) Freedom Festival Fireworks for July 2, 2016
   C) Declare Three Police Vehicles as Surplus (P18, P20 and P55)

D) Quarterly Investment Report ending December 31, 2015 and
E) Grazing Lease Agreement with Christopher Phillips

9. Discussion and Possible Action on Approval of ORDINANCE NO. 2016-O-2B; AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ANGLETON, TEXAS AND THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ANGLETON, TEXAS; AND PROVIDING THAT FROM HENCEFORTH SAID TERRITORY SHALL BE A PART OF THE CITY OF ANGLETON, TEXAS, SUBJECT TO AND BOUND BY THE PROVISIONS OF ALL ORDINANCES AND CODIFICATION OF ORDINANCES OF SAID CITY; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION (Mary Kay Fischer, City Attorney).

10. Public Hearing on a Request to Rezone a 2.45 Acre Tract of Land Out of the Angleton Commercial Subdivision No. 3 as Recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (Also Known as 2916 N. Velasco) from AG – Agricultural District to C-G – Commercial General District.

11. Discussion and Possible Action on ORDINANCE NO. 2016-O-2H; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF ANGLETON BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 2.45 ACRE TRACT OF LAND OUT OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 2916 N. VELASCO FROM AG-AGRICULTURAL DISTRICT TO C-G – COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Michael Stoldt, City Manager).

12. Discussion and Possible Action on Accepting the CR220 Capital Improvements Committee's Recommendations on the Capital Improvements Plan and Land Use Assumption Study to be Presented at the March 8, 2016 Public Hearing (Patti Worfe, Asst. City Manager/Economic Development Director)

13. Discussion and Possible Action on a Contract with Jaco Roofing & Construction, Inc. to Re-Roof the City of Angleton City Hall and Fire Station 1 (Karen Barclay, Building Services Department Supervisor).

14. Discussion and Possible Action on the First Reading of ORDINANCE NO. 2016-O-2G; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, GRANTING AN ELECTRICAL FRANCHISE TO TEXAS-NEW MEXICO POWER COMPANY PURSUANT TO TITLE 28 AND ARTICLES 1436 AND 1436a, TEXAS REVISED CIVIL STATUTES; STATING A PURPOSE, PROVIDING FOR A TERM OF FIFTEEN YEARS; PROVIDING FOR THE LOCATION OF FACILITIES; PROVIDING FOR REPAIR OF EXCAVATIONS AND OBSTRUCTIONS; PROVIDING FOR INDEMNITY TO THE CITY OF ANGLETON; PROVIDING FOR STREET RENTAL; REPEALING THE FORMER FRANCISE, WHICH IS ORDINANCE NUMBER 2021 OF THE CITY OF ANGLETON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

15. Discussion and Possible Action on the First Reading of ORDINANCE NO. 2016-O-2F; AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF ANGLETON, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

16. Discussion and Possible Action on ORDINANCE NO. 2016-O-2E; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, DESIGNATING AN OFFICER TO ACT AS THE LOCAL RABIES CONTROL AUTHORITY FOR THE PURPOSES OF TEXAS HEALTH AND SAFETY CODE CHAPTER 826, RABIES; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

17. Discussion and Possible Action on Proposals from City Manager Executive Search Firms (Wesley Rolan, City Councilman).

18. Discussion and Possible Action on Solid Waste Services for the City of Angleton (Michael Stoldt, City Manager).

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

20. **Staff Reports & Questions for Staff**

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

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

22. Council Will Adjourn Into Executive Session as Authorized by Texas Government Code Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, with possible discussion and action related thereto in open session.

23. Adjourn.

The City Council reserves the right to meet in Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices) and 551.087 (economic development). The description of an item in "Executive Sessions" constitutes the written interpretation by the City Attorney of Chapter 551 of the Texas Government Code and her determination that said item may be legally discussed in Closed Meeting in compliance with Chapter 551 of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of Angleton will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shelly Deisher, City Secretary, at 979-849-4364, extension 2115.

CERTIFICATION

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

City Hall Bulletin Board: Date:_____ Time:_____

City of Angleton Website: Date: _____ Time:_____

_____
Shelly Deisher,
City Secretary

State of Texas
County of Brazoria
City of Angleton

The City of Angleton, Texas City Council conducted a Special Meeting at 6 p.m., Tuesday, January 12, 2016, with the following in attendance:

Randy Rhyne	Mayor
Roger Collins	Mayor Pro Tem/Position 5 (absent)
Hardwick Bieri	Councilman Position 1
Williams Tigner	Councilman Position 2
Wesley Rolan	Councilman Position 3 (absent)
Bonnie McDaniel	Councilwoman Position 4

OTHERS PRESENT:

Michael Stoldt	City Manager
Patti Worfe	Asst. City Manager/Economic Development Director
Mary Kay Fischer	City Attorney
Shelly Deisher	City Secretary
Susie Hernandez	Finance Director
David Ashburn	Chief of Police

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 6:03 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Moment of Silent Reflection/Prayer.

4. PRESENTATION:
   A) Presentation of Speed limit trailer donation from Angleton Police Officers' Association to Angleton Police Department (this item was not presented);
   B) Employee Appreciation; and
   C) Collection Report to the City of Angleton from Perdue Brandon.

5. Citizens Wishing to Address Council - Larry Shaefer discussed no return phone calls about October 26 letter regarding 201 North Walker and curbs being destroyed by large trucks and water meter being run over by them.

6. Requests to Address Council Other Than Citizenry: Chief Ashburn discussed the huge success with the programs Shop

with a Cop and Police officers stopping citizens for being good drivers during the holidays.

7. ALL ITEMS LISTED UNDER THE "CONSENT AGENDA" ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED BY A SEPARATE ACTION.
Consent item: Ratify Accounts Payable for November, 2015.

Motion by Councilman Bieri to approve the consent agenda;
Second by Councilwoman McDaniel.

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

Motion by Councilman Tigner to open the public hearing;
Second by Councilwoman McDaniel.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

Motion by Councilman Tigner to close the public hearing;
Second by Councilwoman McDaniel.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

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

Motion by Councilwoman McDaniel to approve the Replat of 2 Texian Trail North with a legal description of Texian S/D (A0375 I T Tinsley) (Angleton) Lot Commercial Reserve A into Lot A1 (0.1687 acres) and Lot A2 (0.2976 acres);
Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

10. Public Hearing on a Request to Rezone 2851 North Downing

Rd., with a legal description of A0318 T S Lee, Tract 33B1, Acres 0.31, Angleton from SF-7.2 – Single-Family Residential-7.2 District to C-G – Commercial-General District.

Motion by Councilman Bieri to open the public hearing;
Second by Councilman Tigner.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

Mayor Rhyne asked if anyone wished to speak on, for or against this matter.

Motion by Councilman Tigner to close the public hearing;
Second by Councilwoman McDaniel.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

11. Discussion and Possible Action on ORDINANCE NO. 2016-O-1B; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO 2851 NORTH DOWNING, HAVING A LEGAL DESCRIPTION OF AO318 T.S. LEE, TRACT 33B1, ACRES 0.31, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO C-G – COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Motion by Councilman Bieri to approve Ordinance No. 2016-O-1B;
Second by Councilman Tigner.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

12. Public Hearing on a Request to Rezone a 9.99 Acre Tract Being the South One-half (1/2) of Tract 45 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey, Abstract 375, Brazoria County, Texas, also known as Buchta Road/County Road 428 from SF-7.2 – Single-Family Residential-7.2 District to SFA – Single-Family Attached Residential District (Townhomes).

Motion by Councilwoman McDaniel to open the public hearing; Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

Mayor Rhyne asked if anyone wished to speak on, for or against this matter.

Randy Roberts spoke on behalf of the Buchta Townhomes and showed a presentation.

Lee Mullen from Austin Street was concerned about the one lane street at the end of this property and the possibility of it ever becoming two lanes with this development constructed on this property.

Motion by Councilwoman McDaniel to close the public hearing; Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

13. Discussion and Possible Action on ORDINANCE NO. 2016-O-1C; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (1/2) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS BUCHTA ROAD/COUNTY ROAD 428, ANGLETON, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO SFA – SINGLE-FAMILY ATTACHED DISTRICT (TOWNHOMES); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Mayor Rhyne asked the spokesperson for the Townhomes if he had any objections to moving this item to the next meeting and Randy Roberts stated he had no objections. 20% of the total area of property wrote letters of objection and because a majority of councilpersons were not present, this item was tabled. To pass this ordinance, 5 of 6 councilpersons must vote in favor and only four councilpersons were present.

Motion by Councilwoman McDaniel to table this item until the next council meeting;
Second by Councilman Tigner.

Mayor Rhyne stated that this matter will be presented at the January 26th council meeting and council will hold another public hearing.

Motion Passes with 4 for; 0 against; 2 absent (Collins and Rolan).

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

Motion by Councilman Bieri to open the public hearing;
Second by Councilwoman McDaniel.

Motion Passes with 4 for; 0 against; 2 absent (Collins and Rolan).

Mayor asked if anyone wished to speak on, for or against this matter.

Larry Shaefer: Understood that with Desal and Rosenberg that rates would be reduced. Talked about BWA plagued with not having a quorum because Clute City representative hasn't shown up in a year. Maybe we should do a little checking.

Motion by Councilman Bieri to close the public hearing;
Second by Councilman Tigner.

Motion Passes with 4 for; 0 against; 2 absent (Collins and Rolan).

15. Discussion and Possible Action on ORDINANCE NO. 2016-O-1D; AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR WATER BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE;

PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Susie Hernandez: Requesting a 10 cent increase for every 1000 gallons to match the BWA rate increase.

Motion by Councilwoman McDaniel to approve Ordinance No. 2016-O-1D;
Second by Councilman Bieri.

Motion Passes with 4 for; 0 against; 2 absent (Collins and Rolan).

16. Discussion and Possible Action on ORDINANCE NO. 2016-O-1E; AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, CHAPTER 9, GARBAGE AND REFUSE, SEC. 9-21 SECTION 9A-RESIDENTIAL, GARBAGE AND REFUSE COLLECTION RATES; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion by Councilwoman McDaniel to approve Ordinance No. 2016-O-1E;
Second by Councilman Tigner.

Motion Passes with 4 for; 0 against; 2 absent (Collins and Rolan).

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

Motion by Councilman Bieri to approve Waiving all City of Angleton Permit Fees for Brazoria County Community Development Department for Residential Rehabilitation at 724 Live Oak Street, Angleton, Texas;
Second by Councilwoman McDaniel.

Motion passes with 4 for; 0 against; 2 absent (Collins and Rolan).

18. Discussion and Possible Action on RESOLUTION NO. 2016-R-1A; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SETTING A

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

Motion by Councilwoman McDaniel to approve Resolution No. 2016-R-1A;
Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

19. Discussion and Possible Action on Agreement between the City of Angleton and Brazoria County for Waterline Improvements along North Parrish, North Higgins and San Felipe.

Motion by Councilman Bieri to approve the Agreement between the City of Angleton and Brazoria County for Waterline Improvements along North Parrish, North Higgins and San Felipe;
Second by Councilman Tigner.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

20. Discussion and Possible Action on a "Request For Proposals" Soliciting Assistance from Executive Search Firms.

Motion by Councilman Tigner to approve request for proposals soliciting assistant from Executive Search Firms;
Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

21. Discussion and Possible Action on the Appointment of a Committee to Review and Score Proposals From Executive Search Firms.

Motion by Councilwoman McDaniel to appoint the City Council

as the Committee to Review and Score Proposals from Executive Search Firms ;
Second by Councilman Bieri.

Motion passes with 4 for; 0 against; 2 absent (Rolan and Collins).

22. Discussion and Possible Action on Appointing a Board Member to the Planning & Zoning Commission.

Motion by Councilwoman McDaniel to approve appointing Travis Townsend to the Planning & Zoning Commission;
Second by Councilman Tigner.

Motion passes with 4 for; 0 against; 2 absent (Collins and Rolan).

23. Council adjourned into Executive Session at 7:14 p.m. as authorized by:
a) Texas Government Code Section 551.071 (Consultation with Attorney) to consult with its attorney about an employment contract, with possible discussion and action related thereto in open session and
b) Texas Government Code Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, with possible discussion and action related thereto in open session.

Council reconvened into open session at 8:25 p.m.

Action out of Executive Session: None.

24. Adjourn at 8:25 p.m.

_____
Randy Rhyne, Mayor

_____
Shelly Deisher, City Secretary

State of Texas – County of Brazoria - City of Angleton

The City of Angleton, Texas City Council conducted its Regular Meeting at 6 p.m., Tuesday, January 26, 2016, with the following in attendance:

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

OTHERS PRESENT:

Michael Stoldt	City Manager
Patti Worfe	Asst. City Manager and Economic Development Director
Mary Kay Fischer	City Attorney
Shelly Deisher	City Secretary
Susie Hernandez	Finance Director
Katherine Davis	Asst. Chief of Police
Kacey Hamlet	Utility Dept. Supervisor
Will Blackstock	Parks & Rec Director
Karen Barclay	Building Services Supervisor
Dana Alsobrook	Municipal Court Administrator
Chris Hogan	Fire Chief

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 6:03 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Moment of Silent Reflection/Prayer.

4. Approval of City Council Minutes from the meetings of December 8, 2015, December 14, 2015 and January 5, 2016.

   Motion by Councilman Bieri to approve the City Council Meeting Minutes from December 8, 2015, December 14, 2015 and January 5, 2016;
   Second by Councilman Rolan.

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

5. **PRESENTATIONS:**
   A) Eagle Scout Proclamations
   B) Keep Angleton Beautiful Recycle Bowl Winners

6. Citizens Wishing to Address Council.

Larry Shaefer: does not have a position one way or the other on the gun matter other than safety, which he thinks is the most important. Good news is, you can always revise it later if you have to. We need the lights fixed in the parking lot of Municipal Court. Walks out with Chief and if he is not here then he is on his own. Discussed the letter he presented to council regarding Angleton as the county seat.

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

CONSENT AGENDA:

8. ALL ITEMS LISTED UNDER THE "CONSENT AGENDA" ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED BY A SEPARATE ACTION.

Consent items:
A) Ratify Accounts Payable for December, 2015
B) Resolution 2016-R-1E authorizing the submission of a Criminal Justice Division Grant Application to the Office of the Governor for the Body-Worn Camera Grant.
C) Authorization to order a new Animal Control truck from Caldwell Country Dealership through the Buy Board Cooperative Purchasing Program for $20,845.
D) Authorization to order three new Police vehicles from Caldwell Country Dealership through the Buy Board Cooperative Purchasing Program for $102,130.

Mayor read the caption for Resolution No. 2016-R-1E.

Motion by Mayor Pro Tem Collins to approve the consent agenda;
Second by Councilwoman McDaniel.

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

9. Discussion and Possible Action on:
1) Motion making a Finding that Waiving the Liens for Removal of High Weeds or Grass on Property on S. Erskine Street Owned by Community Food Pantry, Inc. serves a Public and Municipal Purpose.

Motion by Councilman Rolan to waive the liens for removal of high weeds or grass on property on S. Erskine Street Owned by Community Food Pantry, Inc. serves a public and municipal purpose;
Second by Councilman Tigner.

Motion passes with 5 for; 0 against; 0 absent; 1 abstain (McDaniel).

2) Motion Waiving the Liens on Property on S. Erskine Street owned by Community Food Pantry, Inc.

Motion by Mayor Pro Tem Collins to waive the liens on the property at S. Erskine Street owned by Community Food Pantry, Inc.,
Second by Councilman Bieri.

Motion passes with 5 for; 0 against; 0 absent; 1 abstain (McDaniel).

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

Motion by Councilman Tigner to open the public hearing;
Second by Councilman Bieri.

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

Mayor asked if anyone wished to speak on, for or against the rezone.

Motion by Mayor Pro Collins to close the public hearing;
Second by Councilman Tigner.

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

10. Discussion and Possible Action on ORDINANCE NO. 2016-O-1C; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 9.99 ACRE TRACT BEING THE SOUTH ONE-HALF (1/2) OF TRACT 45 OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY,

ABSTRACT 375, BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS BUCHTA ROAD/COUNTY ROAD 428, ANGLETON, TEXAS, FROM SF-7.2 – SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT TO SFA – SINGLE-FAMILY ATTACHED DISTRICT (TOWNHOMES); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Motion by Councilwoman McDaniel to approve Ordinance No. 2016-O-1C;
Second by Councilman Bieri.

Motion passes with 6 for; 0 against; 0 absent;
Roll call vote:
Mayor Rhyne – yes
Mayor Pro Tem Collins – yes
Councilwoman McDaniel – yes
Councilman Bieri – yes
Councilman Rolan – yes
Councilman Tigner – yes.

11. Public Hearing on a Request for Voluntary Annexation of a 2.45 Acre Tract of Land Out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas being a Subdivision of 85.026 acres of Land out of 123.32 Acres in the J de J Valderas Survey, Abstract 380, Brazoria County, Texas (FIRST PUBLIC HEARING).

Motion by Councilman Bieri to open the public hearing;
Second by Councilman Tigner.

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

Mayor asked if anyone wished to speak on, for or against the voluntary annexation. No one wished to speak.

Motion by Councilwoman McDaniel to close the public hearing;
Second by Mayor Pro Tem Collins.

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

12. Public Hearing on a Request for Voluntary Annexation of a 2.45 Acre Tract of Land Out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas being a Subdivision of 85.026 acres of Land out of 123.32 Acres in the J de J Valderas

Survey, Abstract 380, Brazoria County, Texas (SECOND PUBLIC HEARING).

Motion by Councilwoman McDaniel to open the public hearing; Second by Councilman Rolan.

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

Mayor asked if anyone wished to speak on, for or against the the voluntary annexation. No one wished to speak.

Motion by Councilman Rolan to close the public hearing; Second by Councilman Tigner.

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

13. Discussion and Possible Action on RESOLUTION NO. 2016-R-1C; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, CREATING THE COUNTY ROAD 220 CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND SETTING FORTH THEIR RULES, DUTIES AND RESPONSIBILITIES, ALL IN COMPLIANCE WITH THE IMPACT FEE STATUTES FOUND IN CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion by Mayor Pro Tem Collins to approve Resolution No. 2016-R-1C and appoint Paul O'Farrell, Oscar Greek, John Wright, Ronnie Slate and Donnie Peltier to the Capital Improvements Advisory Committee,
Second by Councilman Rolan.

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

14. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2016-R-1D; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF WATER AND WASTEWATER IMPACT FEES FOR THE DESIGNATED SERVICE AREA; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion by Councilman Rolan to approve Resolution No. 2016-R-1D;
Second by Councilwoman McDaniel.

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

15. Public Hearing on Designation of Reinvestment Zone No. 8, whose boundaries are contiguous with the 13.53 Acre Tract Whose Legal Description is Farm Bureau SD (A0318 T S Lee) (Angleton), Lot 2, and Whose Address is 2620 East Mulberry, Angleton, Texas.

Mayor Rhyne: "Let the record reflect that the City of Angleton has complied with all notice requirements as established by state law and local guidelines relating to the following two public hearings on Reinvestment Zone No. 8 and a Tax Abatement Agreement with New Medley, Inc.

At least seven days before these hearings, written notice of both hearings was given to all presiding officers of each of the other taxing entities that has taxing jurisdiction over real property within the zone and each presiding officer was provided a copy of the proposed tax abatement agreement.

Notice of the hearing for creation of the reinvestment zone was also published in the newspaper at least seven days before this hearing date".

At the public hearing, the City Council made several findings:

Motion that the City Council Make Findings that the Improvements Sought are Feasible and Practical and Would be a Benefit to the Zone after the Expiration of the Tax Abatement Agreement and the Designation of the Zone is Reasonably Likely to Contribute to the Retention or Expansion of Primary Employment or to Attract Major Investment to the Zone.

Motion by Councilman Bieri to open the public hearing,
Second by Mayor Pro Tem Collins.

Mayor asked if anyone wished to speak on, for or against this matter. No one wished to speak.

Motion by Councilman Rolan to close the public hearing;
Second by Councilwoman McDaniel.

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

Motion by Councilwoman McDaniel to Make Findings that the Improvements Sought are Feasible and Practical and Would be a Benefit to the Zone after the Expiration of the Tax Abatement Agreement and the Designation of the Zone is Reasonably Likely to Contribute to the Retention or Expansion of Primary

Employment or to Attract Major Investment to the Zone;
Second by Councilman Bieri.

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

16. Discussion and Possible Action on ORDINANCE NO. 2016-O-1A; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, CREATING REINVESTMENT ZONE NO. 8; THE BOUNDARIES OF SAID REINVESTMENT ZONE IS A 13.53 ACRE TRACT OF LAND IN THE T.S. LEE SURVEY, ABSTRACT NUMBER 318, BRAZORIA COUNTY, TEXAS, BEING ALL OF LOT 2 OF THE FARM BUREAU SUBDIVISION; LOCATED IN THE CITY OF ANGLETON, TEXAS; MAKING RELATED FINDINGS THERETO; PROVIDING FOR SEVERABILITY; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

Motion by Councilman Bieri to approve Ordinance No. 2016-O-1A,
Second by Councilwoman McDaniel.

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

17. Public Hearing to Consider Approval of a Tax Abatement Agreement with New Medley, Inc.

Motion by Councilman Rolan to open the public hearing;
Second by Councilman Tigner.

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

Patti Worfe explained that New Medley is Overnite Software. Tax Abatement Committee met on December 8 and recommended a seven year graduated Tax Abatement Agreement with New Medley, Inc. Also suggested to offer 50% reduction that 7th year. Location is north Highway 35 near Farm Bureau Insurance.

Mayor asked if anyone wished to speak on, for or against the the tax abatement agreement with New Medley, Inc. No one wished to speak.

Motion by Mayor Pro Tem Collins to close the public hearing;
Second by Councilman Bieri.

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

18. Discussion and Possible Action on RESOLUTION NO. 2016-R-1B; A RESOLUTION OF THE CITY OF ANGLETON, TEXAS,

APPROVING A TAX ABATEMENT AGREEMENT WITH NEW MEDLEY, INC.; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; FINDING THAT THIS AGREEMENT WAS APPROVED BY A MAJORITY VOTE OF THE CITY COUNCIL AT A REGULARLY SCHEDULED MEETING CONDUCTED IN COMPLIANCE WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

Motion by Councilwoman McDaniel find that this agreement was considered in a regularly scheduled meeting of the City Council and the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria;
Second by Councilman Bieri.

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

Motion by Mayor Pro Tem Collins to Approve Resolution No. 2016-R-1B ,
Second by Councilman Rolan.

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

Recess was taken at 7:07 p.m.

Reconvened into open session at 7:16 p.m.

19. Discussion and Possible Action Concerning Where Firearms Will Be Allowed on City Property, Including Whether to Prohibit Concealed Carry and/or Open Carry of Handguns in City Council Meetings and All City Meetings That are Subject to the Open Meetings Act.

Motion by Councilman Rolan to prohibit long guns on any city property and to allow concealed and open carry according to state law for those that are legally authorized to do so;
Second by Councilman Tigner.

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

20. Discussion of Texas Parks and Wildlife Grant and Possible Acquisition of Property from Angleton Drainage District.

Will Blackstock: City of Angleton is going to be granted a $150,000 parks grant from Texas Parks and Wildlife. Provided a drawing that the Parks Board has been meeting and working on. The proposed property for the park is located at the corner of Enchanted Oaks and County Road 44. The property is owned by Angleton Drainage District. They would like to donate that

property to the city which would be the match to the grant, which means we would be able to develop this park with little to no cost to the city. This is a rapidly growing area with new subdivisions and additions to current subdivisions. Main entrance would be off county road 44 so most of traffic would not be going into the neighborhood. Working on an agreement for help from ADD for slope mowing and maintenance of bank.

Motion by Mayor Pro Tem Collins to authorize staff to move forward with the grant project;
Second by Councilman Rolan.

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

21. Discussion and Possible Action on Placing a Memorial Bench at Veteran's Park.

Motion by Councilman Rolan to approve placing a memorial bench at Veteran's Park;
Second by Councilman Tigner.

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

22. Discussion and Possible Action on the 2016 Street Improvement Program.

Motion by Councilman Bieri to approve the 2016 Street Improvement Program,
Second by Mayor Pro Tem Collins.

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

24. Reports of Boards & Commissions:
Angleton Better Living Corporation – met last night. We approved holiday schedule and engineering fees. Also discussed the memorial bench.
Angleton Parks Board – meeting was centered around ADD park.
Senior Citizen Commission – should have met in December but will meet next month.

25. Staff Reports & Questions for Staff
A) Building Services Reports
B) Economic Development and Tourism Report
C) Emergency Management Report
D) Finance Department Reports
E) Fire Department Report
F) Keep Angleton Beautiful

G) Municipal Court Reports
H) Parks & Recreation Reports
I) Police Department Reports
J) Public Works Department Reports
K) Utility Department Reports

Welcomed Chief Hogan back as fire chief.

26. Council Information (limited to items of community interest)
Mayor Randy Rhyne – Feb. 15 is President's Day, Jan. 20th is 1st day to file application for place on general election ballot.
Mayor Pro Tem Roger Collins – nothing.
Councilman Hardwick Bieri – nothing.
Councilman Williams Tigner – nothing.
Councilman Wesley Rolan – nothing.
Councilwoman Bonnie McDaniel – nothing.

27. Council adjourned into Executive Session at 8:15 p.m. as authorized by:
a) Texas Government Code Section 551.071 (Consultation with Attorney) to consult with its attorney about an employment contract, with possible discussion and action related thereto in open session and
b) Texas Government Code Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, with possible discussion and action related thereto in open session.

Reconvened into open session at 8:31 p.m.

Action out of executive session: None.

28. Adjourn at 8:31 p.m.

_____
Randy Rhyne, Mayor

_____
Shelly Deisher, City Secretary

State of Texas; County of Brazoria; City of Angleton

The City of Angleton, Texas City Council conducted a Special Meeting at 6 p.m., Tuesday, February 9, 2016, with the following in attendance:

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

OTHERS PRESENT:

Michael Stoldt	City Manager
Mary Kay Fischer	City Attorney
Shelly Deisher	City Secretary
David Ashburn	Chief of Police

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 6:04 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Moment of Silent Reflection/Prayer.

4. Citizens Wishing to Address Council – Mr. Reginald Gilbert discussed the possibility of a waiver for CDBG to be able to help his mother to rehabilitate her home.

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

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.

   Dennis Hoover spoke about the changes required for City involvement in this type of project.

Motion by Mayor Pro Tem Collins to approve Resolution No. 2016-R-2B;
Second by Councilman Bieri.

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

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;

Motion by Councilwoman McDaniel to make a finding that reducing building permit fee for rehabilitation project on Northside Manor Apartments at 1741 and 1745 Henderson Road, Angleton, Texas, services a public and municipal purpose by providing affordable rental housing in our community;
Second by Councilman Rolan.

Motion passes with 6 for; 0 against 0 absent.

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

Motion by Mayor Pro Tem Collins to reduce the initial building permit fee by $100.00 for the benefit of the development;
Second by Councilman Tigner.

Motion passes with 6 for; 0 against 0 absent.

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.

Motion by Councilman Rolan to authorize 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;
Second by Councilwoman McDaniel.

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

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)

Motion by Councilman Rolan to approve the final plat of the JW Subdivision, a Replat of 6.202 acres of Tract 5 of the Angleton Commercial Subdivision No. 3;
Second by Councilman Bieri.

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

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.

Motion by Mayor Pro Tem Collins to approve the preliminary plat with the following changes:

1) Storm sewer improvements on private road should be located within a dedicated drainage easement
2) Water Connection at CR 220 & Private Road should be a 12" wet connection (1-8"x12" tee and 1-12" wet connection)
3) Water Connection at CR288 & Public road should be a 12" wet connection (1-8"x12" tee and 1-12" wet connection)
4) Provide plan and profile sheets, construction and bedding detail for water, sewer and storm sewer improvements (a) RCP storm sewer pipe should have gaskets at all pipe joins and indicate top of flow line and (b) rim elevations for manholes should be 3" to 4" higher than finished ground level
5) Storm water detention plan must be reviewed and approved by ADD – TOE and/or TOB elevations on detention pond are incorrect and TOE elevation cannot be higher than the TOB elevation.
6) Engineer's seal must be placed on all design pages of the final plat and
7) Recording page of plat should include surveyor's field notes and seal.

Second by Councilwoman McDaniel.

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

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.

Motion by Councilman Bieri to approve Agreement Between the City of Angleton and HDR Engineering for the Replacement of Water Lines Through the Brazoria County CDBG Program;
Second by Councilman Tigner.

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

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.

Motion by Councilman Rolan to approve Ordinance No. 2016-O-2A;
Second by Councilman Tigner.

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

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.

Motion by Councilman Bieri to approve Ordinance No. 2016-O-2C with amendments presented by City Attorney;
Second by Councilman Rolan.

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

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.

Motion by Councilman Rolan to approve Ordinance No. 2016-O-2D;
Second by Councilman Tigner.

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

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.

Motion by Councilwoman McDaniel to approve Resolution No. 2016-R-2A;
Second by Councilman Bieri.

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

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.

Councilman Rolan abstained from voting because a relative is involved in this matter.

Motion by Councilman Bieri to approve the above listed six ad valorem tax refund incentive program agreements;
Second by Councilman Tigner.

Motion passes with 5 for; 0 against; 0 absent; 1 abstain (Rolan).

16. Discussion and Possible Action on the Payment of Texas New Mexico Power for the Extension of Utilities to the SH288 Lift Station.

Motion by Mayor Pro Tem Collins to approve payment of Texas New Mexico Power for Extension of Utilities to the SH288 Lift Station $149,384.20;
Second by Councilman Bieri.

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

17. Council adjourned into Executive Session at 6:48 p.m. as authorized by:

a) Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) to discuss or deliberate regarding commercial or financial information that the governing body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect, with possible discussion and action related thereto in open session and
b) Texas Government Code Section 551.072 (Deliberations about Real Property) to deliberate the purchase, exchange, lease or value of real property for street construction purposes. Deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. There may be possible discussion and action related thereto in open session.

Council reconvened into open session at 7:38 p.m.

Action out of Executive Session: None.

18. Adjourned at 7:38 p.m.

_____
Randy Rhyne, Mayor

_____
Shelly Deisher, City Secretary

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Presentation of May 2015 Yard and Business of the Month

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

REQUESTED BY: Erin Bowers

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

Executive Summary: Board members of Keep Angleton Beautiful would like to present the yard and business of the month winners for the month of February

Recommendation:

Name

2/16/16
Date

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Accounts Payable for the Month of January 31, 2016

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

REQUESTED BY: Susie J Hernandez

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

Attachments: (Attachment description)

Accounts Payable for the Month of January total, $1,498,946.79
Accounts Payable for the Month of January but paid in February total, $ 285,496.59.

Executive Summary:

Recommendation:

Ratify as presented

Susie J Hernandez **February 17, 2016**

Name **Date**

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Consent Item for July 2, 2016 Freedom Fireworks

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

REQUESTED BY: Martha Eighme

Budgeted amount: $22,000 **Funds requested: $ 22,000**

Executive Summary: 3 informal bids were requested from Celestial Displays, Illumination Fireworks, and Sky Wonder Pyrotechnics. Sky Wonder and Celestial Displays responded and proposals are attached.

Recommendation: Approve the bid by Celestial Displays for $22,000 for the 2016 Freedom Fireworks. After evaluation of bids, Celestial Display's recommendation is based on price, management of music, length of show, size of shells and known service record. Celestial Displays has done the pyrotechnics for Angleton since 2010.

Martha Eighme **2/11/2016**

Name **Date**

Celestial Displays LLC
www.CelestialDisplays.com

2006 Nature Park Lane
Spring, Texas 77386
(281) 364-9738
Fax (281) 298-7083

February 11, 2016

Mrs. Martha Eighme
Tourism and Special Events Coordinator
City of Angleton
121 S. Velasco Drive
Angleton, Texas 77515

Re: Angleton's Freedom Festival Fireworks Display

Dear Mrs. Eighme:

Enclosed is our bid proposal for the City of Angleton's Freedom Festival Fireworks Display on July 2, 2016. The 22 minute display will be electronically fired and choreographed to mutually acceptable patriotic music.

Celestial Displays has enjoyed its relationship with Angleton since our first Christmas parade together in 2010. We are proud of our partnership and Angleton's continued ability to claim the best Independent Day fireworks show in the Brazoria County area. Our goal is to insure that Angleton can continue that claim. We want our fireworks to be a reason for people from neighboring Counties to come to Angleton for Freedom Festival. The City of Angleton's tourist success is very important to us and we design each of our displays with this in mind.

The price for the 21 minute fireworks display including all of the required permit costs should be $24,490. Celestial Displays, LLC would like to be a $2,490 sponsor of the City of Angleton's display, bringing the cost to $22,000.

Celestial Displays appreciates our continue relationship with the City of Angleton and wants to thank the City for that trust. If you have any further questions or require any other references, please contact us.

Sincerely,

Candy Robinson

Candy Robinson
President

Purveyors of Pyrotechnic Pomp and Circumstance

Celestial Displays

Purveyors of Pyrotechnic Pomp and Circumstance

PROPOSAL

Celestial Displays, LLC is pleased to provide the following proposal to the City of Angleton for their July 2, 2016 celebration. Our proposal is to provide a $24,490 display. Celestial Displays, LLC would like to be a $2,490 sponsor of the City of Angleton's display, bringing the cost back to the $22,200 budget. Because of our long time association with Angleton, we wish to give back to the community.

1) The display will be choreographed to patriotic music selected by Celestial Displays and approved by Martha Eighme. The music mix will be at least 20 minutes long, but not longer than 22 minutes.

2) The City of Angleton's display will be electronically ignited and computer controlled.

3) In order to provide the most visually effective display, the show shall consist of peonies, waterfalls, chrysanthemums, pixie dust waterfalls, willows, dancing dragons, gamboges, strobes, Nishikis, crossettes, waves, palms and other assorted effects.

4) Only the top grade aerial shells are added into Angleton's show. The show will consist of approximately 312 each 3" shells, 225 each 4" shells, 112 each 5" shells, 65 each 6" shells and 4 each 10" shells. Our timing will allow the artistry of the shells to shine, but also provide for a fast paced, entertaining show just as all of Angelton's Freedom Festival shows have been in the past. Celestial Displays will not use any effect smaller than 3" in order that the display can be seen from the maximum distance.

5) Celestial Displays will obtain all necessary permits for the fireworks.

6) Celestial Displays will provide all set-up, break down and clean-up of the equipment required to provide the pyrotechnic display.

7) The City of Angleton and Celestial Displays will combine to solve the music issue. Which hopefully, will be the same radio station as last year.

8) The City of Angleton will provide adequate security to maintain a secure fallout zone that will be mutually agreed upon.

9) Celestial Displays will provide a $1,000,000 general liability insurance coverage.

10) All pyrotechnic product will be transported, stored and handled according to all Federal, State and local laws and guidelines.

11) This Proposal is a summary of the terms and conditions and shall be replaced by a formal Agreement that describes more completely those terms and conditions. The formal Agreement shall supersede this Proposal.

12) This Proposal shall expire on ~~February 22~~ March 1, 2016.

01.13.2016

Firework Display Services

To: City of Angleton

Dear City of Angleton,

This will be an all aerial display where we furnish the state permit $50.00, insurance in the amount of $5,000,000.00, labor, transportation and all necessary equipment for firing display. We furnish everything except the firing site and security which you must provide. NOTE: Any fire department pumper fees will be the responsibility of the city. The display will be electrically fired with a duration of approximately 18-20 minutes. The total price for the display is $19,000.00.

Aaron Hoot
Aaron Hoot
President
Aaron.Hoot@skywonderpyro.com

Brandon New
Brandon New
Vice President
Brandon.New@skywonderpyro.com

SKY WONDER
PYROTECHNICS

Sky Wonder Pyrotechnics, LLC

QUOTE

3626 CR 203
Liverpool, TX 77577 USA
Phone: 281-393-2500

Date: 1/13/2016
QUOTE NUMBER: 2030

Bill from	Bill to
Sky Wonder Pyrotechnics, LLC 3626 CR 203 Liverpool, TX 77577 USA	City of Angleton 121 S. Velasco Angleton, TX, 77515

18-20 Minute Firework Display Choreographed to Music
Show Opening: (1) 3" 25 Shot Cake, (2) 2" 100 Shot Fan Cakes, (2) 1.5" 300 Shot Fan Cake with Salutes, (36) 3" Assorted Shells, (18) 4" Assorted Shells, (9) 5" Assorted Shells and (4) 6" Assorted Shells = **892 Shots**
Show Body: (20) 1.5" 100 Shot Fan Cakes, (5) 2.5" 36 Shot Cakes, (180) 3" Assorted Shells, (144) 4" Assorted Shells, (72) 5" Assorted Shells and (18) 6" Assorted Shells = **2,579 Shots**
Show Finale: (3) 1.5" 100 Shot Fan Cakes, (4) 3" 25 Shot Cakes, (3) 1.2" 300 Shot Fan Cake with Salutes, (360) 3" Assorted Shells and Salutes, (54) 4" Assorted Shells, (54) 5" Golden Kamuro Shells and (18) 6" Golden Palm and Kamuro Shells = **1,786 Shots**
Total Shot Count: 5,257 Shots

Product ID	Description	Packing	Quantity	Unit price	Sub-total
	18-20 Minute Show on July 2, 2016		1	19,000.00	19,000.00

19,000.00

THANK YOU FOR YOUR BUSINESS!

CITY COUNCIL AGENDA ITEM
Meeting Date: Tuesday, February 23, 2016

SUBJECT: Declare Police Department Vehicles (P18, P20, and P55) as surplus.

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

REQUESTED BY: Chief David Ashburn

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

Attachments:

Executive Summary:
Due to high mileage and need for excessive repairs, Chief Ashburn is requesting that Council allow P18-2009 Dodge Charger, P20-2009 Dodge Charger and P55-2006 Dodge Charger to be taken out of our Police fleet and declare them surplus.

Recommendation:

Staff recommends declaring P18, P20 and P55 as surplus vehicles to sell.

David Ashburn____
Name

__February 11, 2016___
Date

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Quarterly Investment Report as of December 31, 2015

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

REQUESTED BY: Chris Thomas

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

Attachments: (Attachment description)
December 31, 2015 Quarterly Report Power Point

Executive Summary:
Attached is the Quarterly Investment Report for the 1st quarter of the 2016 Fiscal Year as of December 31, 2015. City funds are divided between four banks (Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase Bank, First State Bank) and three governmental investment pools (TexPool, Lone Star, TexSTAR). The City's pooled cash accounts continued to change as funds were transitioned from Texas Gulf Bank to First State Bank-Louise. A new account for ABLC was opened at FSB. Overall, there was a portfolio increase due to the incoming property tax payments. The majority of the bond accounts changed due to interest only. The purchase and hotel accounts changed with interest only as well. The police seizure amount decreased slightly due to a returned item, but no interest is earned on that account.

The City's current Investment Policy sets an interest rate goal equal to that of a 91 day treasury bill. The average rate for a 91 day treasury bill was .1242%. Most of the accounts are performing better than this interest rate. This is an indicator that investments are relatively safe as rates are a reflection of risk. The interest-earning accounts at Texas Gulf Bank are earning at a lower percentage which was a reason for transitioning away from that financial institution. The interest rate for the ABLC funds at FSB was not recorded because they are correcting the interest from December. The Wells Fargo 2015 accounts have a higher interest rate due to a correction in interest that was made which included last quarter figures. It is not significantly higher, as the Wells pooled cash fund has a similar interest rate.

Recommendation:

Approval of the Quarterly Investment Report as of December 31, 2015

Chris Thomas **1/28/16**

Name **Date**

INVESTMENT REPORT

FISCAL YEAR 2016
1ST QUARTER
AS OF 12-31-15

BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2016 1st Quarter As of Dec 31 2015	FY 2016 2nd Quarter As of March 31, 2016	FY 2016 3rd Quarter As of June 30, 2016	FY 2016 4th Quarter As of Sept 30, 2016	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	TEXAS GULF BANK	$24,378.86	$0.00	$0.00	$0.00	($1,055,436.29)	0.0590%
Pool Cash (City Funds)	WELLS FARGO	$2,506,446.96	$0.00	$0.00	$0.00	$1,493.95	0.2365%
Pool Cash (City Funds)	FSB - LOUISE	$6,351,524.58	$0.00	$0.00	$0.00	$4,340,616.22	0.2501%
Pool Cash (Emergency Funds)	FSB - LOUISE	$453,625.36	$0.00	$0.00	$0.00	$571.21	0.5002%
General Account (City Funds)	TEX POOL	$50,069.48	$0.00	$0.00	$0.00	$16.53	0.1308%
JPMorgan Chase Bank	CHASE	$217,035.24	$0.00	$0.00	$0.00	$288.88	0.0000%
Series 2005 Bond Issue	TEX STAR	$191,794.13	$0.00	$0.00	$0.00	$66.50	0.1376%
Series 2008 Bond Issue	TEX POOL	$187,681.53	$0.00	$0.00	$0.00	$62.10	0.1313%
2013 Debt Issue	LONE STAR	$1,923,418.84	$0.00	$0.00	$0.00	$1,067.86	0.2204%
2015 Bond Issue	WELLS FARGO	$4,502,986.19	$0.00	$0.00	$0.00	$2,786.47	0.2457%
2015 Debt Issue	WELLS FARGO	$21,583.93	$0.00	$0.00	$0.00	$13.36	0.2457%
City Funds Subtotal		**$16,430,545.10**	**$0.00**	**$0.00**	**$0.00**	**$2,391,496.89**	
Liquidity Plus Fund (ABLC)	LONE STAR	$50,693.22	$0.00	$0.00	$0.00	$28.15	0.2204%
Bank Account (ABLC)	FSB - LOUISE	$226,500.65	$0.00	$0.00	$0.00	$226,500.65	0.0000%
Bank Account (ABLC)	TEXAS GULF BANK	$463,377.41	$0.00	$0.00	$0.00	($547,169.37)	0.0586%
ABLC Subtotal		**$740,571.28**	**$0.00**	**$0.00**	**$0.00**	**($320,640.57)**	
Police Seizure Account	TEXAS GULF BANK	$6,616.07	$0.00	$0.00	$0.00	($135.00)	0.0000%
Drug Investigation Acct	TEXAS GULF BANK	$3,326.27	$0.00	$0.00	$0.00	$0.50	0.0596%
Police Special Subtotal		**$9,942.34**	**$0.00**	**$0.00**	**$0.00**	**($194.50)**	
Hotel/Motel Bank Account	TEXAS GULF BANK	$4,082.58	$0.00	$0.00	$0.00	$0.61	0.0593%
Hotel Subtotal		**$4,082.58**	**$0.00**	**$0.00**	**$0.00**	**$0.61**	
Total Cash Investments		**$17,185,141.30**	**$0.00**	**$0.00**	**$0.00**	**$2,070,662.43**	
				91 Day Treasury Bill			**0.1242%**

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

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevent provisions of Chapter 2258 of the Local Government

Susie J Hernandez, Investment Officer

Michael W. Stoldt, Investment Officer

Christopher Thomas, Investment Officer

REFERENCE

BANK INVESTMENTS

ONLY

ACCOUNT NAME	INSTITUTION	FY 2015 1st Quarter As of Dec 31, 2014	FY 2015 2nd Quarter As of March 31, 2015	FY 2015 3rd Quarter As of June 30, 2015	FY 2015 4th Quarter As of Sept 30, 2015	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	TEXAS GULF BANK	$4,172,538.66	$4,358,951.09	$4,695,580.70	$1,979,865.15	($2,715,715.55)	0.0373%
Pool Cash (City Funds)	WELLS FARGO	$1,701,171.81	$1,738,847.29	$1,739,692.16	$2,504,953.01	$765,260.85	0.2165%
Pool Cash (City Funds)	FSB - LOUISE	$0.00	$0.00	$0.00	$2,010,908.36	$2,010,908.36	0.2500%
Pool Cash (Emergency Funds)	FSB - LOUISE	$0.00	$0.00	$0.00	$453,054.15	$453,054.15	0.5000%
General Account (City Funds)	TEX POOL	$813,921.30	$814,014.13	$814,125.89	$50,052.95	($764,072.94)	0.0728%
General Account (City Funds)	LONE STAR	$0.00	$0.00	$0.00	$0.00	$0.00	0.0000%
JPMorgan Chase Bank	CHASE	$194,258.86	$220,275.73	$227,808.47	$216,746.26	($11,062.21)	0.0000%
Series 2005 Bond Issue	TEX STAR	$191,627.34	$191,654.04	$191,686.81	$191,727.63	$40.82	0.0845%
Series 2007 Bond Issue	TEX STAR	$117,391.56	$117,407.94	$0.00	$0.00	$0.00	0.0000%
Series 2008 Bond Issue	TEX POOL	$187,537.58	$187,559.03	$187,584.80	$187,619.43	$34.63	0.0732%
2013 Debt Issue	LONE STAR	$2,979,922.27	$2,980,830.19	$1,921,574.79	$1,922,350.98	$776.19	0.1603%
2015 Bond Issue	WELLS FARGO	$0.00	$0.00	$0.00	$4,500,199.72	$4,500,199.72	0.0443%
2015 Debt Issue	WELLS FARGO	$0.00	$0.00	$0.00	$21,570.57	$21,570.57	0.0430%
Certificate of Deposit (3 month)	THE FIRST STATE BANK	$225,141.77	$225,196.52	$225,334.87	$0.00	($225,334.87)	0.2500%
Certificate of Deposit (1 year)	THE FIRST STATE BANK	$225,567.12	$226,135.67	$226,687.07	$0.00	($226,687.07)	1.0000%
City Funds Subtotal		**$10,809,078.27**	**$11,060,873.63**	**$10,230,075.56**	**$14,039,048.21**	**$3,808,972.65**	
Liquidity Plus Fund (ABLC)	LONE STAR	$50,611.86	$50,627.28	$50,644.61	$50,665.07	$20.46	0.1603%
Bank Account (ABLC)	TEXAS GULF BANK	$584,481.76	$978,682.31	$668,735.72	$1,010,546.78	$341,811.06	0.0376%
ABLC Subtotal		**$635,093.62**	**$1,029,309.59**	**$719,380.33**	**$1,061,211.85**	**$341,831.52**	
Police Seizure Account	TEXAS GULF BANK	$8,166.07	$8,616.07	$8,616.07	$8,811.07	$195.00	0.0000%
Drug Investigation Acct	TEXAS GULF BANK	$3,325.05	$3,325.26	$3,325.46	$3,325.77	$0.31	0.0370%
Police Special Subtotal		**$11,491.12**	**$9,941.33**	**$9,941.53**	**$10,136.84**	**$195.31**	
Hotel/Motel Bank Account	TEXAS GULF BANK	$4,081.08	$4,081.35	$4,081.58	$4,081.97	$0.39	0.0379%
Hotel Subtotal		**$4,081.08**	**$4,081.35**	**$4,081.58**	**$4,081.97**	**$0.39**	
Total Cash Investments		**$11,459,744.09**	**$12,104,205.90**	**$10,963,479.00**	**$15,114,478.87**	**$4,150,999.87**	
				91 Day Treasury Bill			**0.0420%**

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

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevent provisions of Chapter 2258 of the Local Government.

Susie J Hernandez, Investment Officer

Michael W. Stoldt, Investment Officer

Christopher Thomas, Investment Officer

Investment Report
December 31, 2015

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

- The City's current Investment Policy sets an interest rate goal equal to that of a 91 day treasury bill. Most accounts earned interest at or above that amount. The City is transitioning away from those accounts that are not reaching that mark after the bank change to First State Bank – Louise.

Investment Report
December 31, 2015

- The pool cash accounts fluctuated but increased overall with income from paid property taxes being the driving cause. A new account was opened with FSB-Louise for the pooled cash for ABLC.

- The bond issue accounts and governmental pool investments increased through interest earnings only this quarter. The 2015 Wells accounts' rates are slightly higher than normal as there was an interest correction that included amounts from last quarter.

Investment Report
December 31, 2015

- The Texas Gulf Bank account remains open to cover outstanding checks but most of the funds have been transferred to FSB.

- The ABLC account transferred funds to the new FSB account and to the main pooled cash fund causing the ABLC decrease. No interest was reported for ABLC at FSB due to an error which will be corrected for next quarter.

- The Police Seizure Account had some activity as funds were released. No interest is accrued for this account.

Investment Report
December 31, 2015

- The government raised interest rates last quarter which is reflected in some of the interest rates which are higher than Q4 of the 2015 Fiscal Year. Some of the City's interest rates are constant regardless of federal rates. These amounts are still above the City's goal of a 91 day Treasury Bill rate.

- The 91 day Treasury Bill average for the time span was 0.1242%. Most of the interest-bearing accounts were above this rate. Those below the rate were mainly Texas Gulf Bank accounts from which the City is moving away.

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT:
Discussion and possible action to approve a Grazing Lease Agreement between the City of Angleton, Texas, and Christopher Phillips.

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

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Attachment:
Grazing Lease Agreement which contains the same terms of the original lease.

Executive Summary:
On February 22, 2011, the City Council approved the first Grazing Lease Agreement between the City of Angleton, Texas, and Christopher Phillips that authorized the lease be renewed for an additional one (1) year term. In February, 2012, the Mayor executed an Extension of the Grazing Lease Agreement. On February 26, 2013, City Council approved the second lease for a one (1) year term beginning on March 21, 2013 and ending March 21, 2014, and renewable for two (2) additional one year terms. On February 25, 2014, the City Council approved a one (1) year renewal, expiring March 21, 2015. On Feb. 22, 2015, City Council approved an additional one (1) year renewal.
Mr. Phillips would like to continue to lease the City property for cattle grazing purposes and David King has no objection to this lease since it saves the City mowing of approximately $1,800.00.
Mr. Phillips' backyard abuts this 2.204 acre tract of land that is located behind the Angleton Manor Apartments, and located between Buchta Road and E. Mulberry Street. His sons are raising longhorns to compete in shows and leasing this land makes it convenient for his family to tend to the cattle. The consideration received by the City will be the tenant's maintenance of the property so that the grass/vegetation does not grow above the height of 14 inches, saving the city the cost of mowing.
The City Ordinance allows up to five (5) cattle on this size of land. Before we entered into the first lease agreement, the County Extension Agent met with me and Mr. Phillips on the site, and said that this land had good grass for the cattle and recommended that the animals be rotated to an alternate grazing location when the grass is grazed out, to allow it to re-grow and be used again for grazing. Mr. Phillips agreed to rotate the cattle, and that is a provision in the attached lease. Mr. Phillips is required to build and maintain the fencing around the Premises and must carry general liability insurance, naming the City of Angleton as Additional Insured.
Either party may terminate the lease by giving at least thirty (30) days' prior written notice to the other party.

Recommendation:
Staff recommends approval of the Grazing Lease Agreement.

Mary Kay Fischer **February 9, 2016**
Name **Date**

Feb 23 rd
Consent Agenda

GRAZING LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

WHEREAS, on February 26, 2013, the City of Angleton, Texas, and Chris Phillips executed a Grazing Lease Agreement with a term of lease commencing on March 21, 2013, and ending March 21, 2014, with a provision that the Lease Agreement may be renewed for two (2) additional one (1) year terms; and

WHEREAS, on February 25, 2014, the City of Angleton, Texas, and Chris Phillips agreed to renew and continue the aforementioned Grazing Lease Agreement for an additional one (1) year term, beginning on March 21, 2014, and ending on March 21, 2015; and

WHEREAS, on February 24, 2015, the City of Angleton, Texas, and Chris Phillips agreed to renew this Agreement for an additional one (1) year term, beginning March 21, 2015, and ending March 21, 2016; and

WHEREAS, since the original lease only has two (2) additional one (1) year extensions, the City is considering a new Grazing Lease Agreement with Mr. Phillips.

NOW, THEREFORE, this Grazing Lease (this "Lease") is made and entered this 23rd day of February, 2016, by and between PARTIES, the City of Angleton, Texas, a Texas Municipal Corporation ("Lessor") and Christopher Phillips, a resident of Angleton, Texas ("Lessee").

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land situated in the City of Angleton, Brazoria County, Texas, containing approximately 2.204 acres located off Buchta Road, adjoining the back property line of 8 Colony Drive, Angleton, Texas, and more particularly described as A0318 T S. LEE, TRACT 13-13D, ACRES 2.204, ANGLETON, and further described on **Exhibits "A-1" and "A-2"** attached hereto and made a part hereof for all purposes (the "Premises").

1. TERM. This Lease shall be for a one (1) year term beginning on March 21, 2016, and ending on March 21, 2017, and may be renewed for two (2) additional one (1) year terms.

2. RENT. Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property so that the grass/vegetation does not grow above the height of 14 inches and Lessee's

compliance with the provisions established in this Grazing Lease Agreement.

3. FENCING. Lessee shall construct a fence around the Premises and repair and maintain the fence around the Premises. If an electric fence is constructed around the property, Lessee shall post notice that it is an electric fence. Lessee shall also post criminal trespass notices at locations that are readily visible to any person approaching the property.

4. NO HAZARDOUS MATERIALS. Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises. As used herein "Hazardous Materials" mean (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b) any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under applicable law, and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

5. USE OF PREMISES.

   (a) Lessee shall use the Premises solely for the purposes of grazing cattle and shall use the Premises for no other purpose. Lessee shall not keep more than 5 cows on the Premises.

   (b) Lessee agrees to rotate the animals and move them to an alternate grazing location when the grass is grazed out, to give the land a rest and allow the grass to re-grow.

   (c) Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor.

6. COMPLIANCE WITH ORDINANCES. Lessee agrees to comply with all City Ordinances, especially Sections 4-5, 4-6, 4-9 and 4-12, relating to livestock, animal nuisances, sanitary conditions and responsibility for compliance, attached hereto as **Exhibits "B-1" and "B-2"** and made a part hereof for all purposes.

7. MAINTENANCE, REPAIR AND SURRENDER. At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, in the state of repair and condition comparable to the state of repair and condition as at the time Lessor delivered possession thereof to Lessee,

reasonable wear and tear excepted. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises or this Lease.

8. UTILITIES; TAXES. Lessee shall pay the charges for utilities used by Lessee at the Premises directly to the provider or providers thereof. Lessor shall have no liability or responsibility whatsoever with regard to the existence of, provision of or payment of utilities. Lessee is responsible for payment of all taxes, special assessments, and government charges of every character imposed on the Premises during the term of this Lease.

9. INSURANCE: Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, general liability insurance of an "occurrence" type against all claims, arising out of liability of Lessee for injury to persons or property damage occurring in or about the Premises or arising out of the use or occupancy thereof, at minimum combined single limit of $1,000,000.00 each occurrence and $1,000,000.00 as a general aggregate. General liability must be endorsed to include the City of Angleton named as Additional Insured on the policy and a Certificate of Insurance must be attached to this Agreement and it must identify the name of the insurance carrier, policy number and expiration date and limits of liability and deductible.

10. **INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, DAMAGES, SUIT OR EXPENSES OF EVERY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, COURT COSTS AND INTEREST) RESULTING OR ARISING FROM ANY AND ALL INJURIES TO, INCLUDING DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY LESSEE AND/OR THE ACTS OR OMISSIONS OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES OR CONTRACTORS.**

11. **DEFAULT**. In the event Lessee fails to perform any or all of its obligations set forth in this Lease, Lessor shall give Lessee ten (10) days to cure any defect and Lessor may terminate this Lease if Lessee fails to cure the defect or to perform its Lease obligations.

12. **MECHANICS LIENS**. Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest herein, and Lessee shall cause any such liens arising or alleged to arise as a result of

Lessee's activities in the Premises to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien.

13. **INSPECTION BY LESSOR**. Lessor and Lessor's agents shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting the Premises.

14. **ASSIGNMENT AND SUBLEASE**. Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.

15. **ACCEPTANCE OF PREMISES; DISCLAIMER**. LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT LESSEE HAS ACCEPTED THE PREMISES IN ITS CURRENT "AS-IS", WHERE-IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES, WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE.

16. **TERMINATION.** This Lease Agreement may be terminated by either party upon at least thirty (30) days' prior written notice to the other party.

17. **MISCELLANEOUS**.

(a) All notices and correspondence under this Lease shall be given by certified or registered mail to the parties at the following addresses:

If to Lessor: City of Angleton
Attention: City Manager
121 S. Velasco
Angleton, Texas 77515

If to Lessee: Christopher Phillips
8 Colony Drive
Angleton, Texas 77515

(b) This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

(c) In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.

(d) This Lease shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, between the parties and no amendment, modification, or alteration of the terms hereof shall be binding upon the parties unless the same is in writing, dated after this Agreement and duly executed by both Lessor and Lessee.

(e) This Lease shall be governed by the laws of the State of Texas and venue for any lawsuit involving this Lease shall be in Brazoria County, Texas.

(f) Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties other than the relationship of Lessor and Lessee.

This Lease is executed effective this _____ day of _____, 2016.

LESSOR: CITY OF ANGLETON

By:_____
Printed Name: RANDY RHYNE
Title: Mayor

LESSEE:

By:_____
Printed Name: CHRISTOPHER PHILLIPS

EXHIBIT "A-1"

Property Search Results > Property ID 168856 CITY OF ANGLETON for Year 2011

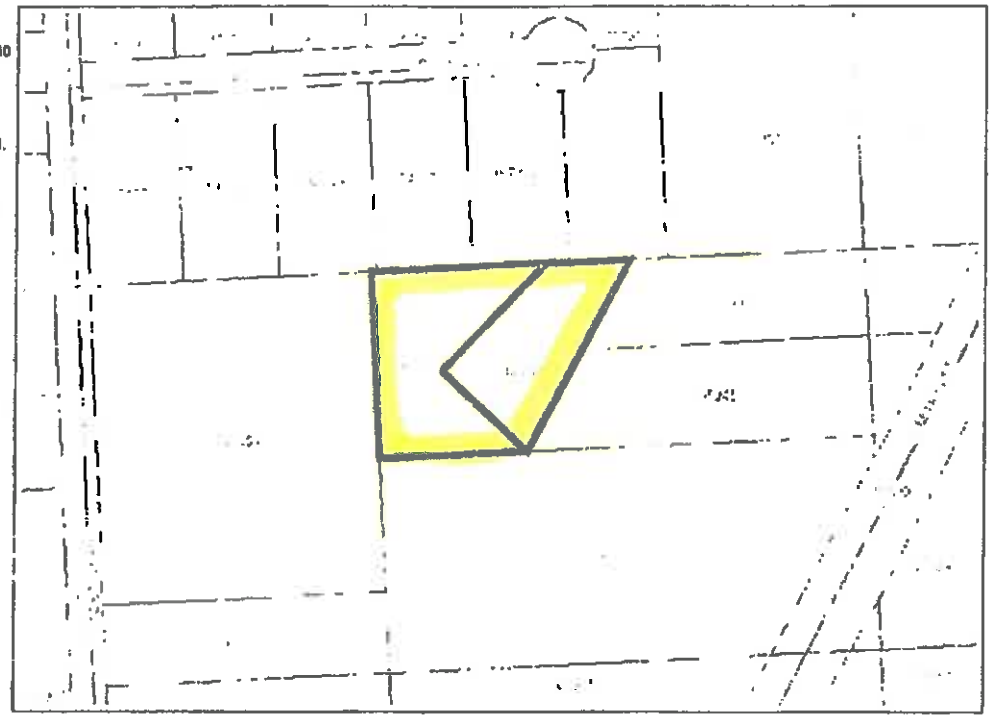
Property Details

1: Zoom

Account	
Property ID	168856
Geo ID	0318-0017-140
Type	Real
Legal Description	A0318 T S LEE, TRACT 13-13D, ACRES 2.204, ANGLETON
Location	
Address	BUCHTA RD OFF ANGLETON,
Neighborhood	ABST 318 380.169
Mapsco	
Jurisdictions	CAD, CAN DR1, GBC, HAD, NAV, RDB, SAN
Owner	
Name:	CITY OF ANGLETON
Address	121 S HIGHWAY 288B ANGLETON TX 77515
Property	
Appraised Value	N/A

Map Layers

Radius Search



Website version. 1.2.2.0

Database last updated on. 12/2/2010 4.53 AM

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EXHIBIT "A-2"

Sec. 4-5. - Livestock.

(a) It shall be unlawful for a person to keep any swine within the city limits except in a zoning district in which a stockyard or stable is permitted or the following exception:

(1) No more than one domesticated miniature potbellied pig, no more than 16 inches tall, may be kept or maintained on any one premises within the city.

(2) All owners of domesticated miniature potbellied pigs shall have such pigs tested for Pseudorabies and Brucellosis prior to being brought into the city, and shall maintain proof of such tests being performed by a veterinarian properly licensed by the state. In addition, all such pigs brought into the city must be neutered or spayed before the pig reaches six months of age.

(3) Every owner of a domesticated miniature potbellied pig shall obtain a license for such pig within seven days after bringing such pig into the city and annually thereafter. There will be a fee of $5.00 (neutered animal) and $10.00 (non-neutered animal) for said license. The provisions of article II, sections 4-26 through 4-47 shall apply to the license and registration required under this chapter.

(4) Potbellied pigs must be maintained in a fenced yard.

(5) Miniature potbellied pigs at large:

a. It shall be unlawful for any owner of a domesticated miniature potbellied pig to permit such pig to be unattended by the owner or the owner's designee in the outdoor premises of the owner or to permit such pig unrestrained to enter upon the private property or premises of another without the prior consent of the owner or person in possession or in charge of such private property, or upon any publicly owned property and facilities.

b. Any person who shall violate any of the provisions of this section 4-5(a)(1) through (6) shall, upon conviction, be fined the sum of not less than $50.00 nor more than $2,000.00. Any person who violates any of the provisions of this section shall, upon the second conviction within any 12-month period, be fined not less than the sum of $100.00, nor more than $2,000.00. Any person who shall violate any of the provisions of this section, upon a third or subsequent conviction, be fined the sum of $2,000.00. Minimum fines herein shall not be suspended by orders of court.

(6) It shall be the duty of the animal control officers to see that any miniature potbellied pig found running at large is impounded, without the necessity of filing a complaint and impounded and disposed of the same as dogs. Any such pig impounded which has not been spayed or neutered shall be at the owner's expense.

(7) The following shall be considered a public nuisance and unlawful:

a. Excessive, continuous or untimely squealing by domesticated miniature potbellied pigs.

b. Rooting to such an extent that the animal traverses the property boundary line.

c. A domesticated miniature potbellied pig found to be running at large on three or more occasions within a 12-month period.

d. Failure to maintain good sanitation and health care.

(b) The running at large of any and all livestock is prohibited and declared unlawful within the corporate limits of the city.

(c) It shall be unlawful for any person to keep any livestock on any premises, the overall area of which is less than one-third of an acre for each cow or horse, or keep more than can be cared for under sanitary conditions and not create a public nuisance. It shall be unlawful for any person to keep more than the permitted number of adult animals, and their foals or calves up to six months of age. The number of cows or horses permitted shall not exceed one adult livestock animal per one-third acre for the first acre, and two adult livestock animals per acre for each additional acre over two acres of a single tract of land. The persons in lawful possession of the premises, as owner or tenant, may keep cows or horses belonging to others, but the limitation of number of cows or horses on the premises and the area and distance requirements of this section shall still apply. The keeping of cows or horses for others shall not be done as a business in violation of the zoning ordinance.

(d) It shall be unlawful for any person to keep on premises under his or its control within the city limits, any small or large livestock in such a manner that the livestock will be sheltered or tethered closer than 150 feet from any human living quarters (other than the owner or keeper's living quarters) or within 30 feet of any roadway or street or any public property or easement.

(e) Male equines (horses) capable of breeding will be confined in such a manner that the animal will not be dangerous to human beings. All breeding will be under the control of the owner or handler.

(Code 1965, § 5-13; Ord. No. 2296, § 1, 2-16-93; Ord. No. 2510, § 1, 12-18-01)

Cross reference— Subdivisions, Ch. 23; zoning, Ch. 28.

EXHIBIT "B-1"

Sec. 4-6. - Animal nuisances.

The following shall be considered a public nuisance and shall be unlawful:

(1) The keeping of any animal, which, by causing frequent or long-continued barking or noise, shall disturb any person of ordinary sensibilities in the vicinity;

(2) The keeping of any animal in such manner as to endanger the public health, to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or are considered to be a hazard to any other animal or human being; or by continued presence on the premises of another;

(3) All animal pens, stables or enclosures in which any animal may be kept or confined which, from use, have become offensive to a person of ordinary sensitivities;

(4) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare.

(Code 1965, § 5-8; Ord. No. 2510, § 1, 12-18-01)

Cross reference— Garbage and refuse, Ch. 9; health and sanitation, Ch. 10; housing, Ch. 11; parks and recreation, Ch. 12; streets, sidewalks and other public places, Ch. 22; zoning, Ch. 28.

Sec. 4-9. - Sanitary conditions.

(a) The owner or person in possession of animals shall keep yards, pens, and enclosures in which such animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or, in any manner, to endanger the public health or safety, or create a public nuisance.

(b) All persons keeping such animals shall comply with the following sanitary regulations:

(1) Manure and droppings shall be removed from pens, stables, yards, cages and other enclosures at least twice weekly and handled or disposed of in such manner as to keep the premises free of any nuisance;

(2) Mound storage of droppings or manure between such removals shall be permitted only under such conditions as to protect against the breeding of flies and to prevent migration of fly (maggots) into the surrounding soil;

(3) The feeding of vegetables, meat scraps, or garbage shall be done only in impervious containers or on an impervious platform;

(4) Watering troughs or tanks shall be provided which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, or other insects;

(5) No putrescible material shall be allowed to accumulate on the premises, and all such material used to feed which is unconsumed shall be removed and disposed of by burial or other sanitary means;

(6) Any pen or enclosure shall be maintained in such a manner as to be not less than five feet from any adjoining residentially zoned property.

(Code 1965, § 5-15; Ord. No. 2510, § 1, 12-18-01)

Cross reference— Garbage and refuse, Ch. 9; health and sanitation, Ch. 10.

Sec. 4-12. - Responsibility for compliance; penalty.

Each person owning, keeping, possessing, or harboring an animal shall be responsible for complying with this Code and for preventing the animal from violating this Code.

(Code 1965, § 5-18; Ord. No. 2057, § 3, 4-15-86; Ord. No. 2064, § 4, 5-20-86; Ord. No. 2510, § 1, 12-18-01)

EXHIBIT "B-2"

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Discussion and Possible Action on Approval of ORDINANCE NO. 2016-O-2B; AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ANGLETON TEXAS, AND THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ANGLETON, TEXAS; AND PROVIDING THAT FROM HENCEFORTH SAID TERRITORY SHALL BE A PART OF THE CITY OF ANGLETON, TEXAS, SUBJECT TO AND BOUND BY THE PROVISIONS OF ALL ORDINANCES AND CODIFICATION OF ORDINANCES OF SAID CITY; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

REQUESTED BY: Paul O'Farrell, Property Owner

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

Attachments:
Ordinance No. 2016-O-2B, Application and Supporting documents

Executive Summary:
The City of Angleton has received a request from the property owner to annex 2.45 acres of land out of the Angleton Commercial Subdivision No. 3, situated in the J. de J. Valderas League, Abstract No. 380, Brazoria County, Texas. This land is where Tractor Supply wishes to build.

Recommendation:
Staff recommends approval.

Shelly Deisher **2/16/16**

Name **Date**

ORDINANCE NO. 2016-O-2B

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ANGLETON TEXAS, AND THE VOLUNTARY ANNEXATION OF CERTAIN TERRITORY, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ANGLETON, TEXAS; AND PROVIDING THAT FROM HENCEFORTH SAID TERRITORY SHALL BE A PART OF THE CITY OF ANGLETON, TEXAS, SUBJECT TO AND BOUND BY THE PROVISIONS OF ALL ORDINANCES AND CODIFICATION OF ORDINANCES OF SAID CITY; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, two (2) public hearings were held before the City Council of the City of Angleton at Angleton, Texas, on the 26th day of January, 2016, and all interested persons were provided with an opportunity to be heard on the proposed annexation of the lands described in Exhibit "A" attached hereto and incorporated herein by reference:

WHEREAS, the population of the City of Angleton, Texas, is in excess of 5,000 inhabitants, to-wit: said City having had a population of 18,862 inhabitants according to the Federal Census Report of 2010; and

WHEREAS, the described territory lies within the extraterritorial jurisdiction of the City of Angleton;

WHEREAS, the land owner has voluntarily petitioned the City for annexation; and

WHEREAS, the territory lies adjacent to and adjoins the City of Angleton, Texas; and

WHEREAS, the territory described is one-half mile or less in width;

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

SECTION 1. The City of Angleton hereby annexes for all purposes the territory described as follows:

> A 2.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas, situated in the J. de J. Valderas League Survey, Abstract 380, Brazoria County, Texas.

and more particularly described in Exhibit "A", which is attached hereto and incorporated herein in full. The boundary limits of the City shall include said territory. The ordinances, codes, resolutions, regulations, and all laws of the City shall apply to said

territory. The City Council finds that all requirements of law for this annexation have been satisfied.

SECTION 2. Where applicable, the land owner shall be responsible for the cost of extending any water or sewer lines to his property and the City will then provide all City services to the area.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 4. If any section or part of this Ordinance is unconstitutional, illegal, or invalid, then such unconstitutionality, illegality, or invalidity of such section or part shall in no way effect, impair or invalidate the remaining portion thereof, but such remaining portion shall remain in full force and effect.

SECTION 5. This ordinance shall be effective from and after its passage and adoption.

PASSED AND ADOPTED, this 23rd day of February, 2016.

THE CITY OF ANGLETON, TEXAS

_____

RANDY RHYNE, MAYOR

ATTEST:

_____

SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____

MARY KAY FISCHER, CITY ATTORNEY

Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

2.45 ACRE TRACT OUT OF
ANGLETON COMMERCIAL S/D NO. 3
J. de J. VALDERAS SURVEY, ABSTRACT 380
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

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

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

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

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

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

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

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

2.45 ACRE TRACT OUT OF
ANGLETON COMMERCIAL S/D NO. 3
J. de J. VALDERAS SURVEY, ABSTRACT 380
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

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

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

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
November 23, 2015

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DB-Surveyor.com

BRAZORIA COUNTY
TEXAS

J. DE J. VALDERAS SURVEY
ABSTRACT 380

TABLE A ITEMS:

1. MONUMENTS FOUND AND SET. SHOWN HEREON.
3. FLOOD ZONE CLASSIFICATION: THE UNDERSIGNED HAS REVIEWED THE MOST RECENT FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE NATIONAL FLOOD INSURANCE PROGRAM APPLICABLE TO THE PROPERTY AND HAS DETERMINED THE PROPERTY IS IN "ZONE X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE PANEL MEMORANDUM. EFFECTIVE OCTOBER 6, 2004.
6A. CURRENT ZONING CLASSIFICATION: C-2 COMMERCIAL GENERAL FOR AREA WITHIN CITY LIMITS. AREA OUTSIDE CITY LIMITS IS NOT ZONED.
8. BUILDING SETBACK REQUIREMENTS: 20' FRONT (SHOWN HEREON) SIDE BUILDING SETBACK REQUIREMENT: 15' STREET (SHOWN HEREON) REAR BUILDING SETBACK REQUIREMENT: 15' REAR (SHOWN HEREON) MAX. LOT COVERAGE NOT BLDGS. SIZE. MAXIMUM HEIGHT: EIGHT STORIES NOT TO EXCEED EIGHTY (80) FEET FOR MAIN BUILDINGS. ONE (1) STORY FOR ACCESSORY BUILDINGS.
9. SUBSTANTIAL FEATURES OBSERVED AS SHOWN HEREON.
11 (a). LOCATION OF UTILITIES: OBSERVABLE EVIDENCE SHOWN HEREON. WATER AND SEWER LINES BASED ON MAPS PROVIDED BY THE CITY OF ANGLETON. LOCATION OF GAS TEST PIPES AND MARKINGS SHOWN HEREON.
13. ADJOINING OWNERS SHOWN HEREON.
14. SOUTHEAST CORNER OF PARCEL, LIES NORTH 88°00'45" WEST, A DISTANCE OF 1109.86 FEET FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF HENDERSON ROAD.
17. THERE ARE CURRENTLY NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AS PER BRAZORIA COUNTY PUBLIC WORKS DEPARTMENT AND THERE IS NO PHYSICAL EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
18. THERE IS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
19. THERE ARE NO WETLANDS ON PROPOSED SITE PER U.S. FISH AND WILDLIFE MAPPING SERVICE.
20. A. NO IMPROVEMENTS WITHIN EXPRESS EASEMENTS REVIEWED
B. NO MONUMENTS PLACED ON OFF SITE EASEMENTS.

BENCHMARKS:

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.

B.M.#1: MONUMENT ABOVE ELEV. 29.31' ON THE SOUTH DRAINAGE TO THE ANGLETON COMMERCIAL.

TBM "A" 60-PENNY SPIKE IN POWER POLE ON THE EAST SIDE OF STATE HIGHWAY 288A. ELEVATION = 32.0'

TBM "B" WARNER BOX IN SOUTHWEST CORNER OF CONCRETE HEADWALL LOCATED IN DRAINAGE DITCH EAST OF LOT 7. ELEVATION = 29.3'

LEGAL DESCRIPTION:

ALL OF THAT CERTAIN 6.202 ACRE TRACT BEIN OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS BEING A SUBDIVISION OF 85.025 ACRES OF LAND OUT OF 120.22 ACRES IN THE J.DE.J.VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 120.22 ACRES BEING CONVEYED TO PAUL O'FARRELL, TRUSTEE BY DEED DATED JULY 9, 1982, AND RECORDED IN VOLUME 1821/1057, PAGE 874, OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS TO WHICH REFERENCE IS HEREBY MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS: USING SURVEY TERMINOLOGY TO WHICH ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83) AS FOLLOWS: COMMENCING AT A ½" IRON ROD FOUND FOR CORNER BEING LOCATED IN THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288B, ALSO BEING THE NORTHWEST CORNER OF LOT 2 OF THE COMMERCIAL STATE BANK SUBDIVISION AS RECORDED IN VOLUME 21, PAGE 277-278 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND ALSO BEING THE MOST WESTERLY SOUTHWEST CORNER OF TRACT 5 OF SAID ANGLETON COMMERCIAL SUBDIVISION NO. 3; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 288B ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24,635.35 FEET, ARC LENGTH = 351.04 FEET, DELTA = 00°49'01", A CHORD BEARING OF N 07°44'44" W AND A CHORD DISTANCE OF 351.04 FEET TO A ½" IRON ROD SET FOR CORNER AND BEING THE PLACE OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 288B ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24,635.35 FEET, ARC LENGTH = 351.29 FEET, DELTA = 00°49'01", A CHORD BEARING OF N 07°44'44" W AND A CHORD DISTANCE OF 351.29 FEET TO A ½" IRON ROD SET FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT; THENCE N 87°09'14" E, COINCIDENT WITH THE DIVISION OF SAID TRACT 5 OF ANGLETON COMMERCIAL SUBDIVISION NO. 3, A DISTANCE OF 787.38 FEET TO A ½" IRON ROD SET FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT AND ALSO BEING IN THE WEST LINE OF A 80.00 FEET WIDE DRAINAGE DISTRICT; THENCE, S 02°55'50" E, COINCIDENT WITH SAID RESERVE, A DISTANCE OF 308.00 FEET TO A ½" IRON ROD SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT; THENCE S 87°09'14" W, COINCIDENT WITH THE DIVISION OF SAID TRACT 5 OF ANGLETON COMMERCIAL SUBDIVISION NO. 3, A DISTANCE OF 757.65 FEET TO THE PLACE OF BEGINNING AND CONTAINING 6.202 ACRES MORE OR LESS.

SURVEY CERTIFICATION:

TO: "ON ANGLETON I, LTD.; BINGHAM CONSTRUCTION, INC.; TRACTOR SUPPLY COMPANY, A DELAWARE CORPORATION; TRACTOR SUPPLY GA, OF TEXAS, LP, A TEXAS LIMITED PARTNERSHIP; STARTEX TITLE COMPANY, LLC; STEWART TITLE GUARANTY COMPANY AND CHOICEPOINT DATA."

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A & 6B, 7A, 7B, 8, 9, 11, 13, 14, 17, 18 AND 20 A & B OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 28, 2015. DATE OF PLAT: OCTOBER 6, 2015.

TERRY WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4600

STATE OF TEXAS REGISTERED TERRY WACHTSTETTER 4600 PROFESSIONAL LAND SURVEYOR

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS (SF= 0.9996992193).
3. ⊙ DENOTES A FOUND ½" IRON ROD.
4. ○ DENOTES A SET ½" IRON ROD.
5. THIS SURVEY RELIES ON A TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY G-0420457320A WITH AN EFFECTIVE DATE: OCTOBER 13, 2015.

SCHEDULE B, ITEM 10:
(E) BLANKET UTILITY EASEMENT SHOWN HEREON
(G) VOL. 1949, PAGE 134 AFFECTS SUBJECT PROPERTY
(F) VOL. 1919-A, PAGE 255 AFFECTS SUBJECT PROPERTY
VOL. 199 PAGE 255 AFFECTS SUBJECT PROPERTY

LEGEND

- ⊙ FOUND PIPE/IRON ROD
- ○ SET ½" IRON ROD
- ⊠ POWER POLE
- —OH— OVERHEAD WIRE
- ⊙ GUY ANCHOR
- ⊙ GAS POLE
- —W— WATER LINE
- —F— FIBER OPTIC LINE (AT&T)
- —G— 6" FORCE WITH SEWER LINE
- BUILDING LINE
- EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- B.C.P.R. BRAZORIA COUNTY PLAT RECORDS
- O.C.R.B. BRAZORIA COUNTY OFFICIAL RECORDS
- T.B.M. TEMPORARY BENCHMARK

ALTA/ACSM
LAND TITLE SURVEY
6.202 ACRES
BEING PART OF
ANGLETON COMMERCIAL
SUBDIVISION NO. 3
OUT OF TRACT 5
RECORDED IN
VOLUME 19, PAGES 681-684
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
J. DE J. VALDERAS SURVEY
ABSTRACT 380
IN
BRAZORIA COUNTY, TEXAS

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3403 FAX: 979.265.9940 FIRM NO. 10024500

SURVEYED:	9-28-15	DGN NO.: ANGLETON V.12-B	PROJECT NO.:	2091-15-01	
DRAWN BY:	MCLEAN	10-9-15	CHECKED:	TRS	10-20-15

MUNICIPAL SERVICE PLAN
Tractor Supply Annexation
Exhibit B – Ordinance 2016-O-2B

A. MUNICIPAL SERVICES

(1) Police Protection

Existing Service: Police protection is currently provided by the Brazoria County Sheriff's Office.

Services to be Provided: Upon annexation, the City of Angleton Police Department will extend regular and routine patrols to that area. It is anticipated that the implementation of police patrol activities can be effectively accommodated with the current budget and staff appropriation.

(2) Fire Protection

Existing Services: Fire protection is currently provided by the Angleton Volunteer Fire Fighters Association.

Services to be Provided: Upon annexation fire protection services will continue to be provided by the Angleton Volunteer Fire Fighters Association, through an agreement with the City of Angleton. Fire prevention and fire code enforcement activities will be provided by the City of Angleton Building Services Department as needed. Fire cause and origin determination will be provided by the Angleton Police Department with support from the Building Services Department.

(3) Emergency Medical Services

Existing Services: Emergency Medical Services are provided by the Angleton Area Emergency Medical Corps, who has an agreement with Brazoria County.

Services to be Provided: Upon Annexation Emergency Medical Services will continue to be provided by the Angleton Area Emergency Medical Corps, who has an agreement with the City of Angleton.

(4) Solid Waste Services

Existing Services: Solid waste services are currently provided by private sector companies through individual contracts with property owners and residents.

Services to be Provided: Upon annexation Solid Waste Collection shall be available to the area of annexation in accordance with the present ordinance. Services shall comply with existing policies, beginning with occupancy of structures.

(5) Operation and Maintenance of Water and Wastewater Facilities

Existing Services: The area to be annexed is currently served by the City of Angleton public water system. The area is not currently served by any public wastewater system.

Services to be Provided: The City of Angleton will extend public wastewater service to the area after annexation. Upon annexation and development of the property in accordance with City policies and procedures the City shall assume responsibility for the operation and maintenance of publicly dedicated water and wastewater facilities.

(6) Operation and Maintenance of Roads and Streets

Existing Services: The area to be annexed does not currently include any public roads and streets, including any road or street lighting.

Services to be Provided: Upon annexation and development of the property in accordance with city policies and procedures, the City shall assume responsibility for the operation and maintenance of publicly dedicated roads and streets, including any road or street lighting.

(7) Operation and Maintenance of Parks, Playgrounds & Swimming Pools

Existing Services: The area to be annexed does not currently include any public parks, playgrounds or swimming pools.

Services to be Provided: Upon annexation and development of the property in accordance with city policies and procedures, the City shall assume responsibility of any publicly dedicated parks, playgrounds or swimming pools.

(8) Operation and Maintenance of any other publicly owned facility, building, or service

Existing Services: The area to be annexed does not currently include any publicly owned facility, building, or service.

Services to be Provided: Upon annexation and development of the property in accordance with city policies and procedures, the City shall assume responsibility of any publicly dedicated facility, building, or service.

(9) Building Inspection

Existing Services: None.

Services to be Provided: The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Angleton.

(10) Planning And Zoning

Existing Services: None

Services to be Provided: The City of Angleton's responsibility for regulating development and land use through the administration of the City of Angleton Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Angleton Subdivision Ordinance. These services can be provided within the department's current budget.

(11) Miscellaneous

All other applicable municipal services will be provided to the area in accordance with the City of Angleton's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The acquisition and construction of wastewater capital improvements is required for this annexation. The City will be extending an eight inch wastewater line to the south edge of the annexed property. The schedule for completing the wastewater improvements is provided below:

Award Engineering Contract:	October 11, 2015
Award Construction Contract:	March 8, 2016
Construction Completion:	September 30, 2016

The land owner will provide for the extension of such services within the annexed area at their own expense, which will be inspected by the City during installation and at the time of completion.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF ANGLETON, TEXAS:

Pursuant to Texas Local Government Code Section 43.038, the undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Angleton, Texas, the following described territory, as more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

We certify that the above described tract of land is contiguous and adjacent to the City of Angleton, Texas, is one-half mile or less in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

By: Paul O'Farrell
Paul O'Farrell, Trustee

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Paul O'Farrell, in his capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated for purposes and consideration therein expressed.

Given under my hand and seal of office, this 24th day of November, 2015.

Susie A. Devens
Notary Public in and for Brazoria County, Texas

SUSIE A. DEVENS
Notary Public, State of Texas
My Commission Expires 11-25-2017

EXHIBIT A
TO PETITION REQUESTING
ANNEXATION BY AREA LANDOWNERS

Legal Description

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

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

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

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

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

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

EXHIBIT A
TO PETITION REQUESTING
ANNEXATION BY AREA LANDOWNERS

Legal Description Continued

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

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

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Public Hearing on a Request to Rezone a 2.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco) from AG – Agricultural District to C-G – Commercial-General District.

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

REQUESTED BY: Paul O'Farrell

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

Attachments: (Attachment description)
200ft notice and notice to Facts

Executive Summary:

Recommendation:

Shelly Deisher **2/10/16**

Name **Date**

Public Hearing Notice

The City of Angleton has received a request to rezone a 2.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco) from AG – Agricultural District to C-G – Commercial-General District. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, February 3, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, February 23, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

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

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

Date: 1-13-16

To: The Facts – Public Hearing

From: City of Angleton

To be published once BY: Sunday, January 17th, 2016

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

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

ANGLETON
Where the Heart is

January 14, 2016

Public Hearing Notice

The City of Angleton has received a request to rezone a 2.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco) from AG – Agricultural District to C-G – Commercial-General District. The Planning and Zoning Commission will conduct a public hearing on this request on Wednesday, February 3, 2016 at 12:00 pm and the City Council will conduct a public hearing on this request on Tuesday, February 23, 2016 at 6:00 pm. The public hearings will be held in the Council Chambers located at 120 South Chenango, Angleton, Texas 77515. The purpose of the public hearings is to receive comments from residents and property owners on the rezone. City Hall is accessible to the disabled. Disabled individuals who might have difficulty attending these public hearings should contact the City Secretary's Office at (979) 849-4364, extension 2115, to arrange for special assistance. If anyone interested in attending these hearings requires a translator, please contact the City Secretary's Office prior to the hearing so arrangements can be made. If you are unable to attend the public hearings, comments may be sent to:

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

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

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

Sincerely,

Alyssa Deaton
Assistant City Secretary

Alyssa Deaton
Asst. City Secretary

Mayor
Randy Rhyne

Mayor Pro Tem
Roger Collins
Position 5

Council Members
Hardwick Bieri
Position 1

Williams Tigner
Position 2

Wesley Rolan
Position 3

Bonnie McDaniel
Position 4

City Manager
Michael Stoldt

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

www.angleton.tx.us

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: Discussion and Possible Action on a Request to Rezone a 2.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco) from AG – Agricultural District to C-G – Commercial-General District.

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

REQUESTED BY: Paul O'Farrell, Property Owner

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

Attachments: (Attachment description)
Application and supporting docs

Executive Summary:
This 2.45 acre section will be annexed. Upon annexation, property is automatically zoned Agricultural. This tract is a portion of the property that will house Tractor Supply. The property must be rezoned Commercial General to allow a retail business. A portion of the property is already located in the city limits and is zoned Commercial General.

Recommendation:
Staff recommends approval

Shelly Deisher **2/16/16**

Name **Date**

ORDINANCE NO. 2016-O-2H

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A 2.45 ACRE TRACT OF LAND OUT OF THE ANGLETON COMMERCIAL SUBDIVISION NO. 3 AS RECORDED IN VOLUME 19, PAGE 681-684 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO KNOWN AS 2916 N. VELASCO FROM AG – AGRICULTURAL DISTRICT TO C-G – COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, Paul O'Farrell, Property Owner, has requested that said property be rezoned from AG – Agricultural District to C-G – Commercial General District; and

WHEREAS, The Planning and Zoning Commission conducted a public hearing on February 3, 2016, and recommended approval of the requested zoning by a 4 for; 0 against, 2 absent and 1 vacant position vote; and

WHEREAS, Notice of the public hearings was published in the newspaper on January 17, 2016; and

WHEREAS, The City Council conducted a public hearing on this rezoning request on February 23, 2016; and

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

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

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

SECTION 2: That a 92.45 acre tract of land out of the Angleton Commercial Subdivision No. 3 as recorded in Volume 19, Page 681-684 of the Plat Records of Brazoria County, Texas (also known as 2916 N. Velasco), more particularly described in the attached Exhibit "A", which is made a part of this Ordinance for all purposes, is hereby rezoned from AG – Agricultural District to C-G – Commercial General District and use designation.

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

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

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

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

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

SECTION 8: That this Ordinance shall be in full force and effect from and after March 4, 2016.

PASSED AND APPROVED this 23rd day of February, 2016.

_____
RANDY RHYNE, Mayor

ATTEST:

_____
SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

ANGLETON
Where the Heart is

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

CITY OF ANGLETON
ZONING APPLICATION

Name(s) of Property Owner: PAUL STARRELL, TRUSTEE

Current Address: P.O. BOX 1639 Email: _____

City: ANGLETON State: TX Zip: 77516

Home Phone: _____ Business Phone: _____ Cell: _____

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

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

Address: BINROCK, LTD Email: dbingham@binghaminc.com

City: MARBLE FALLS State: TX Zip: 78654

Home Phone: _____ Business Phone: _____ Cell: _____

Address/Location of Property to be Zoned: 3916 N. Velasco St.
Angleton, TX 77515

Legal Description: See attached proposed plat and metes and bounds
Metes & Bounds Lot(s) Block Subdivision

ATTACH MAP/SURVEY OF PROPERTY

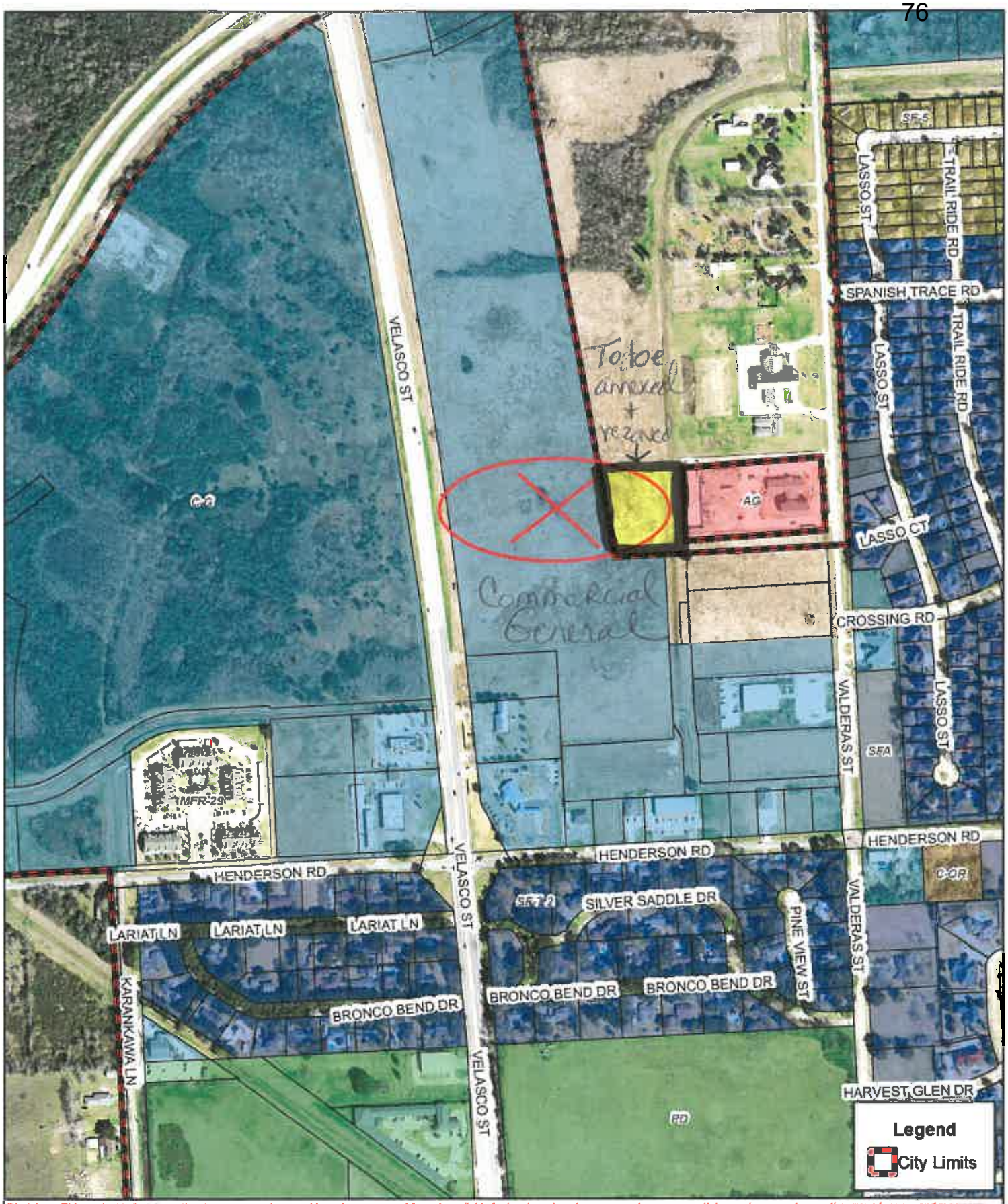
Has the property been platted? YES NO Plat currently being reviewed by City

Date Council approved Annexation: _____

Current Use:
Undeveloped land

Proposed Zoning: C-G Proposed Use: Tractor Supply Company Store

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



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov C. §2501 102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.

City of Angleton

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

City of Angleton GIS Mapping

1 " = 460 '

CITY COUNCIL
AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ACCEPTING THE CR 220 CAPITAL IMPROVEMENTS COMMITTEE'S RECOMMENDATIONS ON THE CAPITAL IMPROVEMENTS PLAN AND LAND USE ASSUMPTION STUDY TO BE PRESENTED AT THE MARCH 8, 2016 PUBLIC HEARING.

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

REQUESTED BY: Patti Worfe, Assistant City Manager

Attachments: CR 220 Capital Improvements Plan and Land Use Assumption Study by HDR Engineering and letter from committee outlining changes made to draft

Recommendation: Staff recommends accepting the written comments from the CR 220 Capital Improvements Committee and allowing the draft to be considered at the March 8, 2016 Public Hearing

Patti Worfe — **February 17, 2016**

Name — **Date**

ANGLETON
Where the Heart is

February 8, 2016

Mr. Randy Rhyne
Mayor
City of Angleton

Mayor Rhyne:

The CR 220 Capital Improvements Committee has met and voted to approve the draft of the Capital Improvement and Land Use Assumptions Study.

The only changes made from the original draft were to add in an area of residential and reduce the capital improvements to the primary collection system and water distribution lines. These changes have been incorporated into the attached report.

Thank you,

CR 220 Capital Improvements Committee
John Wright, Chairman
Oscar Greak, Vice-Chair
Paul O'Farrell
Ronnie Slate
Donnie Peltier
Gary Bullard

HDR

DRAFT COPY

CR 220 Development

Capital Improvements and Land Use Assumption Study

City of Angleton

JANUARY 2016

ANGLETON

Where the Heart is

HDR

CITY OF ANGLETON
CAPITAL IMPROVEMENTS AND LAND USE ASSUMPTION STUDY FOR CR 220 DEVELOPMENT

AUGUST 2016

MAYOR

Randy Rhyne

CITY COUNCIL

Hardwick Bieri, Position 1

Williams Tigner, Position 2

Wesley Rolan, Position 3

Bonnie McDaniel, Position 4

Roger Collins, Mayor Pro Tem/ Position 5

STAFF

Michael Stoldt

City Manager

David King

Public Works Director

Karen Barclay

Building Services Director

Shelly Deisher

City Secretary

HDR

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Exhibits

Exhibit A – Land Use Assumption Map

Exhibit B – Service Area/Acreage Map

Exhibit C – Wastewater CIP Map

Exhibit D – Water CIP Map

Appendix

Appendix 1 – Construction Cost Estimates

Appendix 2 – CR 220 Improvements ESU Projections

HDR

Executive Summary

The City of Angleton has retained HDR to provide services to develop a Capital Improvements Plan (CIP) and Land Use Assumption (LUA) for an area along CR 220 between SH 288 and SH 288 Business. Over the recent years, the City has been working with Brazoria County on design and construction of CR 220 with the intent of creating a hub consisting of a variety of businesses to accommodate residents and passersby alike. Portions of the area are currently not being serviced by the City and it will be imperative for the development of the businesses within this area as well as the residents. In order to provide improvements and utility service to the area, a five-year CIP has been developed to plan for the CR 220 area.

Data outlined in the study is determined in accordance to Texas Local Government Code, Chapter 395 – "*Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*". Under this Local Government Code, municipalities and other political subdivisions can assess or impose a charge to new development as to recoup funds spent on CIP Projects directly resulting from construction of capital improvements or facility expansions to the new development. The CIP defines recommended projects and associated costs to determine impact fees that will be assessed or imposed as a result of future development in the CR 220 area.

The service area consists of approximately 700 acres and is generally bound by an area approximately 1,000 feet to the north of CR 220, the City ETJ on the south, and SH 288 Business on the east and SH 288 on the west (See Exhibit A). The area is characterized mostly by undeveloped areas and some residential properties situated on large plots of land. Wastewater flow data was not available for developing service unit equivalents however information from the Water and Wastewater Utilities Integrated Financial Planning Model (HDR, 2011). After a review of the report by HDR, assumptions were made based off the water usage trends highlighted in the report. A conservative approach was used with the numbers shown in the report to assume an estimated usage of 300 gpd for water usage and 250 gpd for wastewater usage per connection. Based on the anticipated growth in the area the following projects have been developed to incorporate the areas into the City's utility service:

CR 220 Utility Improvements – Sewer and Waterline ***Project Cost: $1,875,048***

The project involves the installation of an 12-ft diameter wet well lift station with pumping capacity of approximately 1,125 gpm to service future wastewater flow in the area. Improvements also include the installation of approximately 4,620 LF of 12-inch force main sewer, and 2,000 LF of 12-inch gravity sanitary sewer and appurtenances. The project also includes the installation of approximately 2,500 LF of 12-inch waterline and appurtenances.

Total Probable Cost for All Improvements: **$1,875,048**

1.0 Introduction and Background

1.1 Authorization

Under the Local Government Code, Chapter 395 it is required that professional services be used to prepare the Impact Fee Calculation in conjunction with the Capital Improvements Plan (CIP). The City of Angleton has retained HDR to provide professional services in order to satisfy all requirements of a Capital Improvements Plan to the development area outlined in this study.

1.2 Project Background

Developers have shown an interest in the area along CR 220 between SH 288 and SH 288 Business (S. Velasco St.). As a result, the City of Angleton is currently planning and designing improvements for the area along CR 220. Utility Improvements include the expansion of water and wastewater facilities to service to these areas. The intent of the Capital Improvements Plan and Land Use Assumption Study is to evaluate the associated cost for providing service and identifying what impact the land use will have on the City's water and wastewater collection and distribution systems. Determination of these two items will help the City identify and eventually implement impact fees that can recover portions of funding to these Capital Improvements. The CIP is being developed under Local Government Code which requires that critical steps be followed prior to imposing the fees as well as steps thereafter to update and create impact fees concurrent to CIP (Refer to Chapter 395.041 to 395.043 and 395.052).

The area consists of approximately 700 acres and is centered along CR 220 between SH 288 and SH 288 Business. The area is generally bound by an area just north of CR 220, the City ETJ on the south, SH 288 Business on the east, and SH 288 on the west (See Exhibit A). Initial improvements include the installation of a regional lift station as to allow collection and distribution to development immediately being constructed. The remainder of the improvements will be installed at a later date as development across these areas is performed. Due to the nature of development, these might be broken down into smaller projects as areas become developed or configuration of utilities could change based on development requirements.

2.0 Land Use Assumptions | Service Unit Projections

2.1 Service Area

Service Area is understood as *"the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities."* according to the Local Government Code.

The area considered for this study includes those shown in Exhibit A, approximately 700 acres. A majority of the areas are undeveloped and are anticipated to be consistent in newly proposed development and type of land use. Currently, the developed and newly proposed portions of the service area are considered to be commercial and light industrial.

2.2 Land Use Assumptions

Land Use Assumptions is understood and includes *"a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10 year period."* according to the Local Government Code.

The most recent (2013) populations for the City of Angleton are estimated at 18,988 people (U.S. Census Bureau) while future growth projections show the population to reach 29,386 by the year 2025 (*BWA – TWDB Regional Facility Planning Grant, CDM Smith*). The area subject to CIP will be the area indicated in the attached Exhibit A in which the land use in the subject area is expected to comprise of Commercial and Light Industrial use. Assumptions are based off recent inquires of developers that are intending to develop businesses that match the aforementioned land uses. Properties which have been developed in the area have been considered Commercial.

2.3 Service Unit Projections

A Service Unit is understood as *"a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years."* according to the Local Government Code.

The CR 220 area is characterized mostly by undeveloped areas and some residential areas situated on big lots. As the area develops, it is anticipated that these areas will be designated as light industrial or general commercial use. Wastewater flow data was not available for developing service unit equivalents however information from the Water and Wastewater Utilities Integrated Financial Planning Model (HDR, 2011) was used to develop wastewater demands for land uses and agrees with generally accepted engineering standards. Based on that model, water usage was considerably low (approximately 233 gpd per connection average (summer)) and therefore an assumption of 300 gpd was used for water and 250 gpd for wastewater (see Figure 7 taken from the Planning Model below). The unit used for wastewater was developed by using the same ratio of water consumption to wastewater produced (approximately 83 percent) as used by other entities such as TCEQ, City of Houston, and City of Sugarland (See values in Table 1 below).

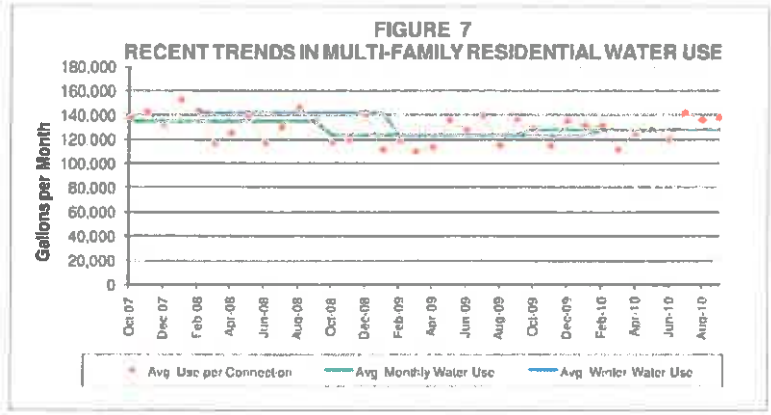


TABLE 1

Entity	Water ESU	Wastewater ESU
City of Houston	375 gpd	315 gpd
City of Sugar Land	400 gpd	225 gpd
TCEQ	360 gpd	300 gpd

Using the service unit flow equivalent the following was assumed to calculate the approximate amount of equivalent service connections per an acre:

The total amount of service area for the CR 220 area was developed based on the available capacity of Lift Station No. 27 and the operating capacity of the 18-inch force main near the intersection of Front Street and CR 219 (Phillips Road). This area, shown on Exhibit A, was maximized based on the available capacity in the existing lift station. An assumption was made that the assumed land use would generate approximately 800 gpd per acre of land. Using the service unit equivalent of 250 gpd per connection, the equivalent service unit connection is defined by finding the total flow per acre and then dividing that by the service unit equivalent of 250 gpd to get an equivalent amount of service units for that development.

3.0 Capital Improvements Plan

3.1 Sewer System Improvements

3.1.1 Existing Sewer Facilities

Existing sewer facilities include lift station No. 27 near the intersection of CR 219 (Phillips Road) and Front Street that currently services an area between CR 220 and Cemetery Road and between Front Street and Shanks Road. The area is made up of gravity sewer ranging in size from 8-inch to 27-inch pipe.

Lift Station Capacity

It was determined that the existing lift station No. 27 situated near the intersection of Front Street and CR 219 (Phillips Road) has available capacity and could be utilized to service the

proposed areas along CR 220 and south to the City's ETJ. After researching the available capacity, it was found that the existing 18-inch force main would allow flow from an approximate area of 700 acres. It was assumed that each acre would provide a flow of____gpm.

Wastewater Treatment

Wastewater discharge is collected and conveyed to the Oyster Creek Wastewater Treatment Plant. Flows associated with the proposed development areas were previously assumed as part of a system wide study to determine the treatment plant capacity required. According to the operator, the average daily flow reaches between 1.5 MGD and 2.0 MGD and is permitted for 3.8 MGD. Therefore, flows associated with this Capital Improvements Plan have been accounted for accordingly.

3.1.2 Proposed Sewer Facilities

Proposed sewer facilities in the CR 220 area include the installation of 12" gravity sanitary sewer, 12" sanitary sewer force main, and a triplex lift station with a 12-ft wet well in which will accommodate initial demand and future demand flow. An alternative service area has been identified in which development that occurs in this area will need to be offset with area shown in Alternative Service Area A1. Facilities for Alternative Area B1 would require gravity sewer, sanitary sewer force main, and lift station. Flow from this alternative area would be directed towards the proposed system along CR 220. Refer to Exhibit D for the location of the improvements and alternative areas.

3.2 Water System Improvements

3.2.1 Existing Water Facilities

Water facilities ranging in size from 8-inch to 12-inch exist along a portion of CR 220 between SH 288 and SH 288 Business and continues north on Front Street. Most of these waterlines are new as they were built as part of the CR 220 expansion. Water service is currently not available for most of the properties south of CR 220 and portions along CR 220 to the north.

3.2.2 Proposed Water Facilities

Proposed water facilities will include the installation of 12-inch waterline within the proposed development area. This will include water valves and fire hydrants spaced according to TCEQ requirements. The system will be looped to provide water quality and adequate pressure to the area. It is anticipated that the waterline system will be constructed in phases in which the areas along CR 220 will initially be constructed to service development currently being planned. Refer to Exhibit E for the location of the improvements.

3.3 Opinion of Probable Construction Cost

Construction Cost Breakdown for each project has been included in *Appendix 1* of this report.

3.3.1 *Estimated Sewer and Water Cost for CR 220 Lift Station and Sanitary Improvements*

CR 220 Lift Station and Sanitary Improvements – Sewer and Waterline

The project involves the installation of a 12-ft diameter wet well triplex lift station with pumping capacity of approximately 1,560 gpm to service future wastewater flow in the area. Improvements also include the installation of approximately 4,620 LF of 12-inch sanitary sewer force main, and 2,000 LF of 12-inch gravity sanitary sewer and appurtenances. This includes all labor, materials, outside contractors, engineering design, reproduction, lab testing and all other expenses associated with lift station, force main sanitary sewer, and sanitary sewer main installation.
The project also includes the installation of approximately 2,500 LF of 12-inch waterline and appurtenances for a portion of the areas along CR 220.

Project Cost: ***$1,875,048.20***

3.3.2 *Estimated Sewer and Water Cost for CR 220 Improvements*

CR 220 Area Sanitary Sewer Improvements

The project generally involves the installation of approximately 9,900 LF of 8-inch to 12-inch gravity sanitary sewer and appurtenances, force main upsizing from 6-inch to 8-inch, and associated pump replacement to accommodate ultimate wastewater flows. This cost includes all materials, outside contractors, engineering design, reproduction and lab testing required for installation of the sanitary sewer improvements.

Project Cost: ***$XXXXXXX***

CR 220 Area Water Improvements

The project involves the installation of approximately 23,900 LF of 12-inch to 16-inch water line and appurtenances such as gate valves and fire hydrants. The improvements will provide a water distribution network for the SH 288 and FM 523 area. Improvements include a proposed 16-inch waterline extension to the City Water Plant No. 3 in order to provide better water service and quality for the area that water plant services.

Project Cost: ***$XXXXXXX***

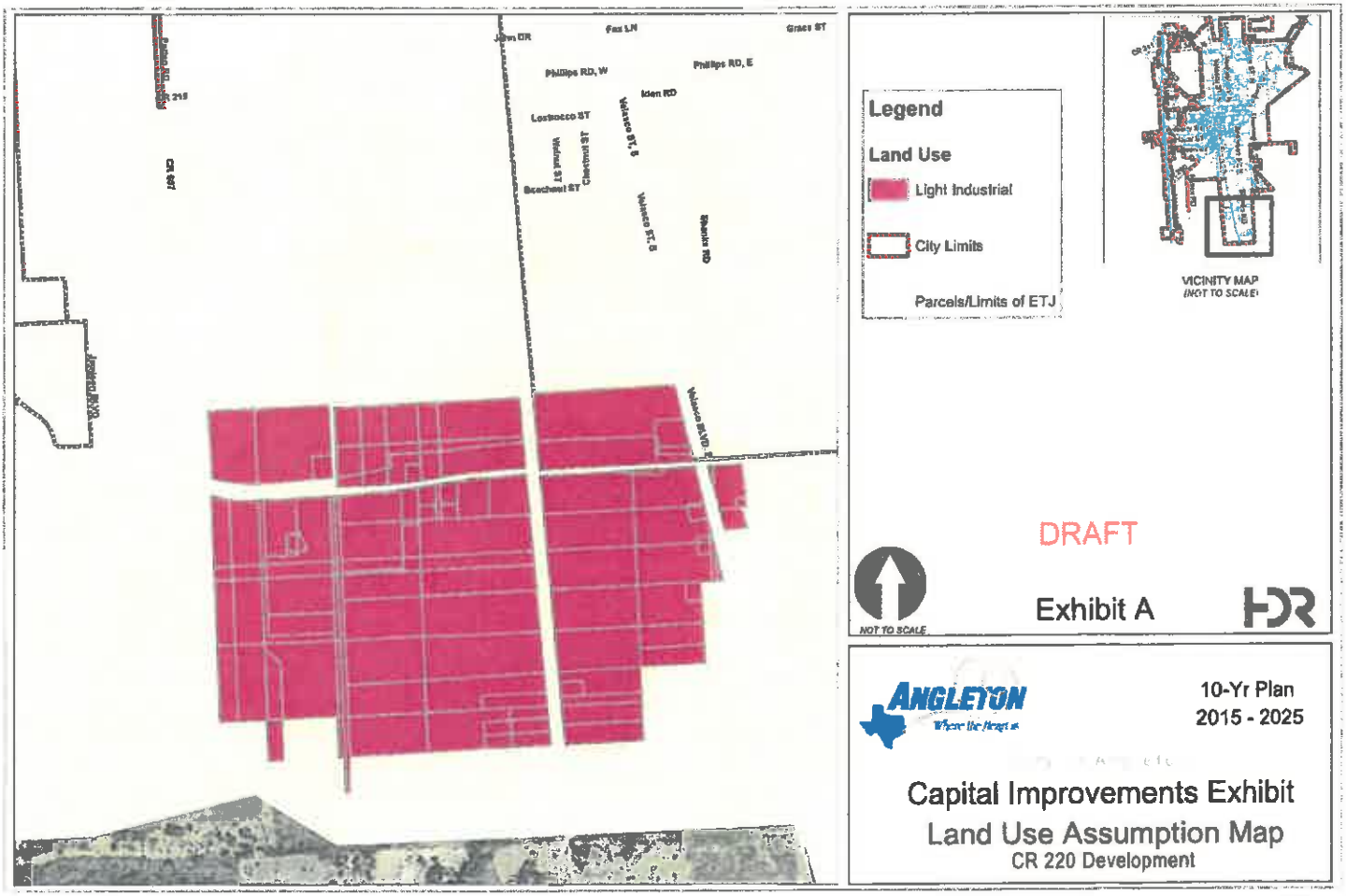
Total Probable Cost for All Improvements: ***$XXXXXXX***

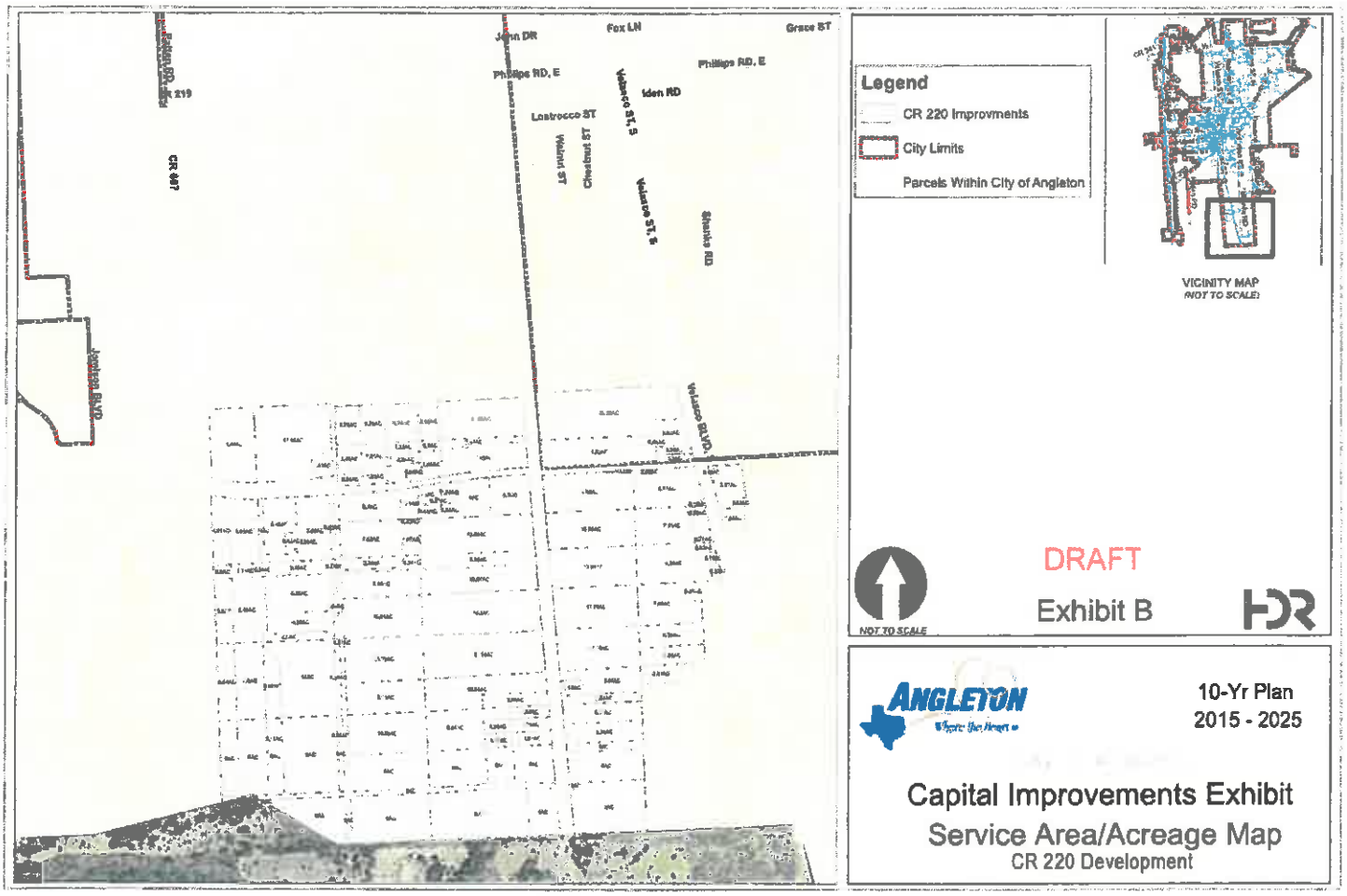
3.4 Opinion of Probable Construction Cost

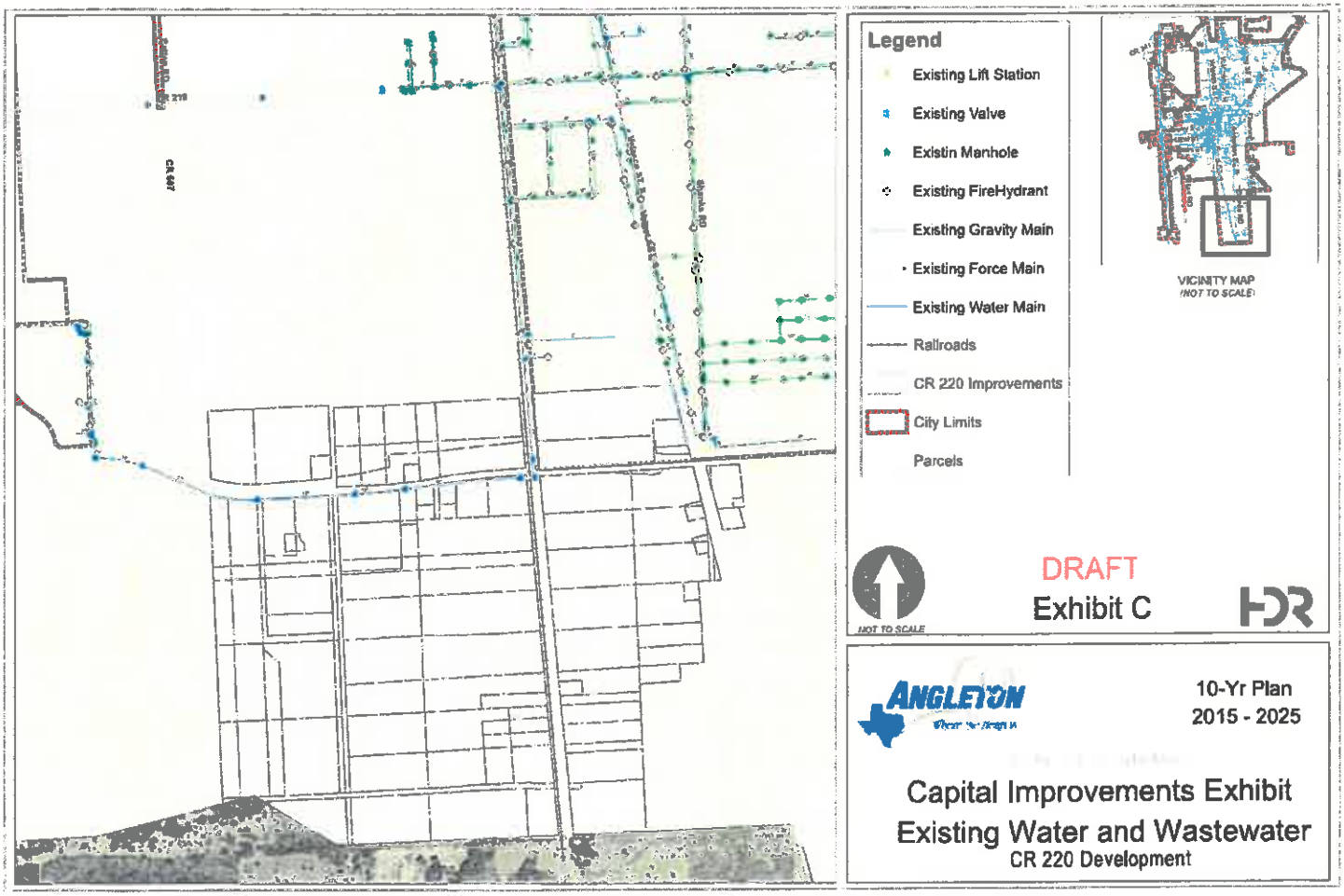
As allowed by Chapter 395, the City plans to award a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt; that are included in the capital improvements plan.

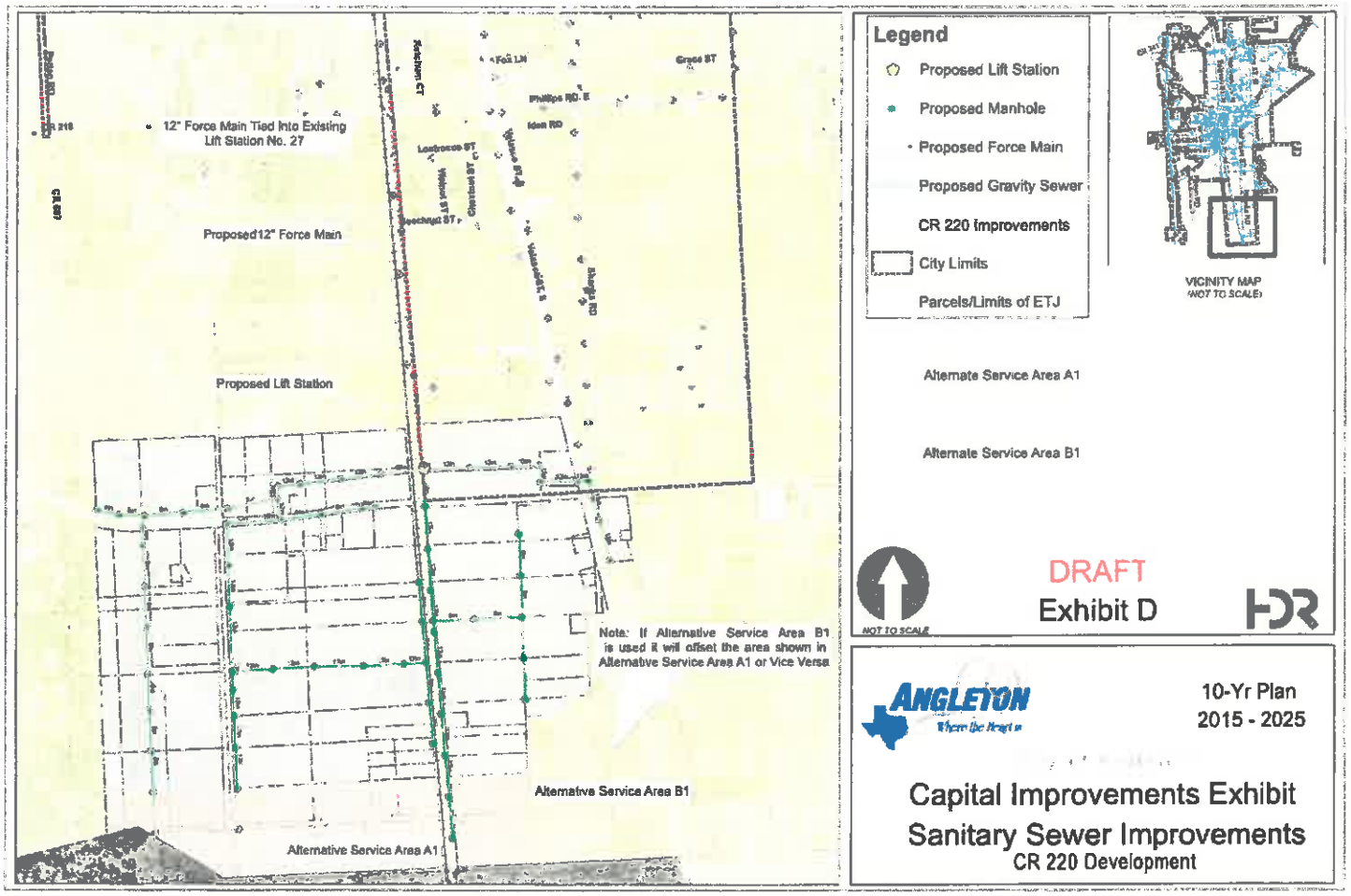
4.0 Conclusions and Recommendations

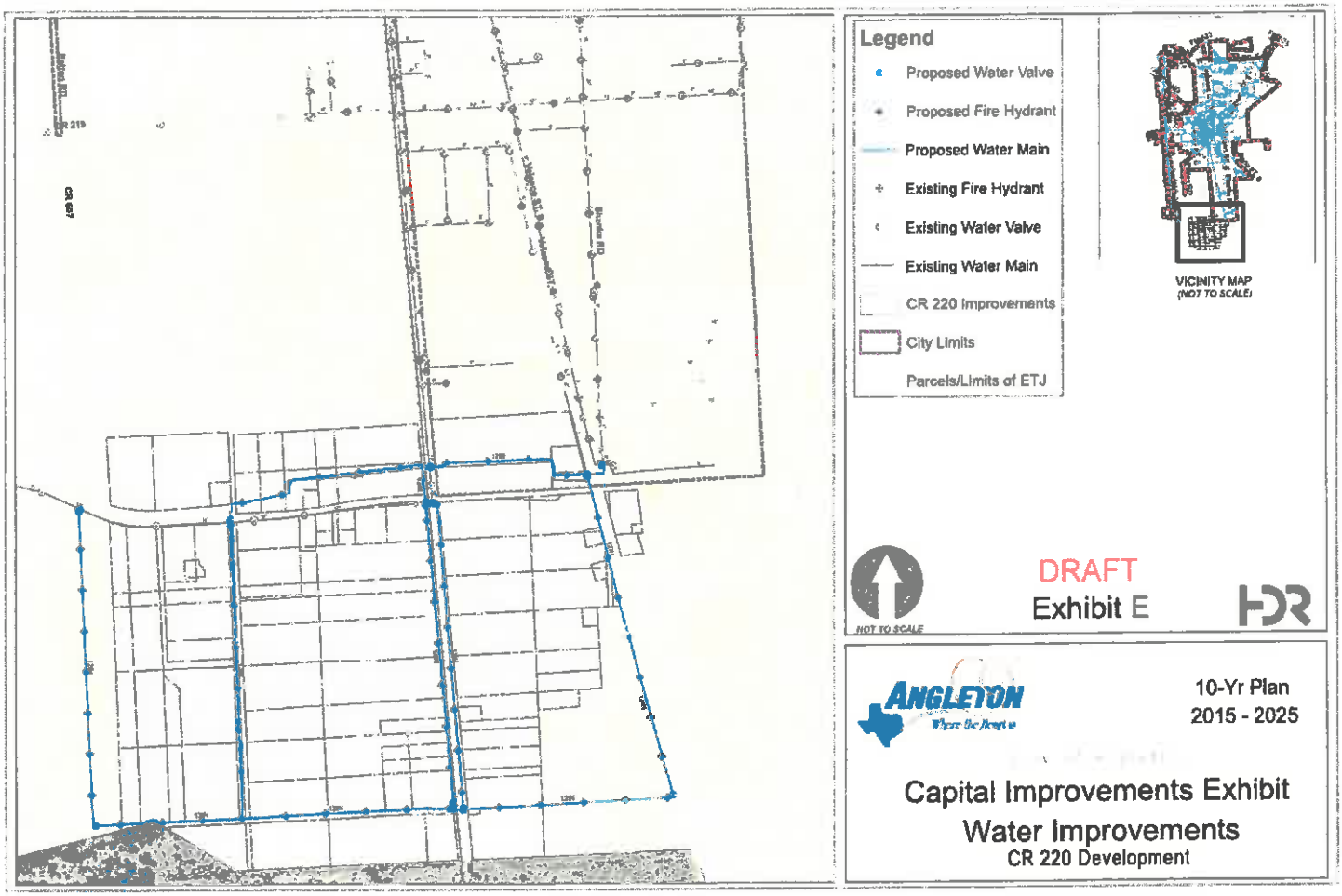
Key elements contributing to the Capital Improvements plan have been suggested throughout this report. Information highlighted in the report identifies necessary improvements that the City will need to implement in order to properly satisfy future customers. Upon acceptance and approval of the Capital Improvements Plan, it is suggested that the City acquires the use of Impact Fees to help fund portions of these projects.


Fox LN
Grace ST
Phillips RD, W
Phillips RD, E
Iden RD
Lostrocco ST
Walnut ST
Chestnut ST
Beechnut ST
Valasco ST, S
Shanks RD
Legend
Land Use
Light Industrial
City Limits
Parcels/Limits of ETJ
VICINITY MAP
(NOT TO SCALE)
DRAFT
NOT TO SCALE
Exhibit A
ANGLETON
10-Yr Plan
2015 - 2025
Capital Improvements Exhibit
Land Use Assumption Map
CR 220 Development


John DR
Fox LN
Grace ST
Phillips RD, E
Phillips RD, E
Iden RD
Lostrocco ST
Walnut ST
Chestnut ST
Velasco ST, S
Velasco ST, S
Shanks RD
CR 947
Velasco BLVD
Velasco BLVD
Legend
CR 220 Improvments
City Limits
Parcels Within City of Angleton
VICINITY MAP
(NOT TO SCALE)
NOT TO SCALE
DRAFT
Exhibit B
ANGLETON
10-Yr Plan
2015 - 2025
Capital Improvements Exhibit
Service Area/Acreage Map
CR 220 Development


Legend
Existing Lift Station
Existing Valve
Existin Manhole
Existing FireHydrant
Existing Gravity Main
Existing Force Main
Existing Water Main
Railroads
CR 220 Improvements
City Limits
Parcels
VICINITY MAP
(NOT TO SCALE)
NOT TO SCALE
DRAFT
Exhibit C
ANGLETON
10-Yr Plan
2015 - 2025
Capital Improvements Exhibit
Existing Water and Wastewater
CR 220 Development


12" Force Main Tied Into Existing Lift Station No. 27
Proposed 12" Force Main
Proposed Lift Station
Note: If Alternative Service Area B1 is used it will offset the area shown in Alternative Service Area A1 or Vice Versa
Alternative Service Area B1
Alternative Service Area A1
Legend
Proposed Lift Station
Proposed Manhole
Proposed Force Main
Proposed Gravity Sewer
CR 220 Improvements
City Limits
Parcels/Limits of ETJ
VICINITY MAP
(NOT TO SCALE)
Alternate Service Area A1
Alternate Service Area B1
NOT TO SCALE
DRAFT
Exhibit D
ANGLETON
10-Yr Plan
2015 - 2025
Capital Improvements Exhibit
Sanitary Sewer Improvements
CR 220 Development


Legend
Proposed Water Valve
Proposed Fire Hydrant
Proposed Water Main
Existing Fire Hydrant
Existing Water Valve
Existing Water Main
CR 220 Improvements
City Limits
Parcels/Limits of ETJ
VICINITY MAP
(NOT TO SCALE)
NOT TO SCALE
DRAFT
Exhibit E
ANGLETON
10-Yr Plan
2015 - 2025
Capital Improvements Exhibit
Water Improvements
CR 220 Development

AGENDA ITEM

February 23, 2016

SUBJECT: Roof Bids

__ Consent item
X Discussion and possible action

__ Discussion item
__ Public Hearing

REQUESTED BY: Karen Barclay

Budgeted amount: *See below* **Funds requested:** *$125,938* **Fund:** *126-506-315*

Attachments: Supporting documents

Executive Summary: A significant hail event on April 17, 2015 affected many of the cities roof systems and accessories. I'm seeking council approval to enter into a contract with Jaco Roofing & Construction, Inc. This contract is for the re-roofing of the City of Angleton City Hall and Fire Station 1, both of which currently have single ply roofs affected by the hail event. The new roofs will be compliant with the Texas Department of Insurance (TDI) windstorm inspection program for certification. Jaco Roofing and Construction were the sole bidders.

Funding for this project is provided through our insurance company in the amount of $834,549.67

Karen Barclay
Name

02-16-16
Date

CITY OF ANGLETON RE-ROOF
OFFER SHEET

Please check one per Offer Sheet.

- o **Composition Shingles**
- o **Metal Roofing**
- x o **Single Ply Roofing** Duro-Last 50 mil. mechanically attached roof system at City Hall and Fire Station #1

We, the undersigned, propose to enter into a contract with the City of Angleton, State of Texas, to furnish all labor, materials, tools, transportation, insurance, permits and all incidentals necessary for the construction of the project according to the documents prepared by Cedna Engineering, for the lump sum set forth below:

1.0 We hereby acknowledge receipt of Addenda No. 1, 2, 3, __, __

2.0 We have carefully reviewed, and understand the "Contract Documents and Technical Specifications ", examined the site in detail (optional, but recommended), and have acquainted ourselves with the existing and anticipated conditions that might affect the work, and accept the specifications as being satisfactory and adequate for the construction of said work.

3.0 We attach ~~bid bond~~ cashier check in the sum of 5% of the amount of our proposal executed by First State Bank, Surety; Attorney-in-fact_____, Agent.

4.0 If awarded the contract, we agree to begin work within fourteen (14) calendar days which will be stated in the "Notice to Proceed", and to substantially complete all work within thirty-five (35) calendar days, subject to liquidated damages as stated in the Contract Documents, Liquidated Damages, Termination and Delays.

Failure to include completion date above may result in rejection of proposal or City of Angleton may fix completion date for purposes of establishing when liquidated charges begin.

5.0 **BASE OFFER AMOUNT OF:**

Offeror agrees to perform all Work as described in the proposal documents (includes specifications) for the Lump Sum of:

One Hundred Twenty-Five Thousand Nine Hundred Dollars.
(Amount written out) Thirty Eight Dollars----------

$ 125, 938.00
(Amount in figures)

**** OFFER AMOUNT SHALL BE EXPRESSED IN WORDS AND FIGURES. IN THE EVENT OF A DISCREPENCY AMOUNTS SHOWN IN WORDS WILL GOVERN.***

Following alternates shall be expressed in words and figures as add / deduct to Base Offer Amount as indicated. Cross out terms "Add" or "Deduct" as applicable. In case of discrepancy, amount shown in words will govern.

ALTERNATE 1: Add / Deduct the sum of N/A

($_____) Dollars

ALTERNATE 2: Add / Deduct the sum of N/A

($_____) Dollars

ALTERNATE 3: Add / Deduct the sum of N/A

($_____) Dollars

GENERAL: The undersigned respondent has carefully examined the Request for Proposal package and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with City of Angleton in accordance with the requirements of the City as stated in the above-referenced contract documents.

City of Angleton reserves the right to accept or reject any or all proposals and waive all technicalities.

Jaco Roofing & Construction, Inc.
(Legal name of bidding firm)

415 S. Highway 288-B, Clute, TX 77531
(Address)

Glen Christensen
(Type name of officer)

Owner/President

(Signature of officer)

Owner/President
(Title of officer)

979-265-6101
(Telephone)

979-265-6448
(Fax)

02/04/2016
(Date)

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Jaco Roofing & Construction, Inc. (SEAL)

State of Incorporation: Texas
Type (General Business, Professional, Service): Construction

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Glen CHristensen

Title: Owner/President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Texas is 04/01/1961

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

_____

Phone: _____ Facsimile: _____

Submitted on _____, 20_____.

State Contractor License No. _____. (If applicable)

A Limited Liability Company

Limited Liability Company Name: _____ (SEAL)

State of Formation: _____
Type (Manager or Member Managed): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(COMPANY SEAL)

Attest: _____

Date of Qualification to do business in Texas is ____________.

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CORPORATE AUTHORIZATION RESOLUTION

By: Jaco Roofing & Construction, Inc.
P. O. Box 937
415 S. Hwy 288 B
Clute, Tx 77531

A. I, Jo Lynn Ellis, certify that I am Secretary of the above named corporation organized under the laws of Texas, Federal Employer I.D. Number 74-1604557, engaged in business under the trade name of Jaco Roofing & Construction, Inc., and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on August 20th, 2015. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Any person listed below is authorized to sign on behalf of Jaco Roofing & Construction, Inc.:
(A) GLEN CHRISTENSEN, PRESIDENT _____
(B) CHRIS CHRISTENSEN, VICE-PRESIDENT _____
(C) JO LYNN ELLIS, SECR-TREAS _____

Indicate A, B, or C
A, B, C _____ (1) Exercise all of the powers listed in (2) through (6)
_____ (2) Open any account(s) in the name of this corporation.
_____ (3) Endorse checks and orders for the payment of money .
Number of authorized signatures required for this purpose. 1
_____ (4) Set up new accounts or loans on behalf and in the name of this corporation, sign, execute and deliver promissory notes or other evidence of indebtedness.
Number of authorized signatures required for this purpose. 1
_____ (5) Sign any contracts or any other documents on behalf and in the name of this corporation.
Number of authorized signatures required for this purpose. 1
_____ (6) Endorse, assign, transfer, on said property now owned or hereafter owned or acquired by this corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose. 1

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the Seal of this corporation on April 10th, 2015.

_____
Glen Christensen, President

_____
Chris Christensen, Vice Pres

_____
Jo Lynn Ellis, Secr-Treas

Jaco Roofing
& Construction, Inc.

www.jacoroofing.com
info@jacoroofing.com

CORPORATE PROFILE

Serving Texas and Surrounding States for 47 Years

DATE OF INCORPORATION: APRIL, 1968
CHARTER #246122
STATE OF INCORPORATION: TEXAS

Small Business

BUSINESS LOCATION:

CORPORATE OFFICE ADDRESS:	415 S. Highway 288-B, Clute, TX 77531
REMIT TO:/MAILING ADDRESS:	P.O. Box 937, Clute, TX 77531

OFFICERS:

OWNER/PRESIDENT	GLEN CHRISTENSEN
VICE PRESIDENT	CHRIS CHRISTENSEN
SECRETARY/TREASURER	JO LYNN ELLIS

BANKS AFFILIATIONS & OFFICERS:

FIRST STATE BANK, CLUTE, TEXAS
MR. ROBERT PERRYMAN, PRESIDENT (979) 265-2511

SCOPE OF SERVICES:

- **ROOFING SOLUTIONS FOR** existing or new flat roof/low slope facilities or metal roof retrofit utilizing single membrane system as manufactured by **DURO-LAST ROOFING, INC.,** including related trim, flashings, etc.
- **GENERAL CONTRACT SERVICES FOR** Design Build Services for Commercial/Industrial projects utilizing pre-engineered metal building systems as manufactured by **WHIRLWIND BUILDING SYSTEMS.**

MANAGEMENT & SUPERVISORY PERSONNEL:

GLEN CHRISTENSEN	OWNER/PRESIDENT ROOFING/ SINGLE-PLY SPECIALIST 25+ YEARS EXPERIENCE glen@jacoroofing.com
JO LYNN ELLIS	SECRETARY-TREASURER ACCOUNTING MANAGER 25+ YEARS EXPERIENCE jolynn@jacoroofing.com
REX CLINKENBEARD	SENIOR ESTIMATOR/PROJECT MANAGER/SALES ROOFING & METAL BUILDING SPECIALIST rex@jacoroofing.com
CHARLES CASTEEL	FIELD SUPERINTENDENT 25+ YEARS EXPERIENCE charlie@jacoroofing.com
LISA POLK	ADMINISTRATIVE ASSISTANT lisa@jacoroofing.com
WAYNE PARKER	VICE PRESIDENT OF SALES/PROJECT MANAGER 16+ YEARS EXPERIENCE wayne@jacoroofing.com

CREDIT REFERENCES: (DUN & BRADSTREET #04-444-9437)

COMPANY	LOCATION	TELEPHONE	CONTACT
DURO-LAST ROOFING, INC.	SAGINAW, MI	517-753-6486	DAVE PIKE
WHIRLWIND STEEL BLDG	HOUSTON, TX	713-946-7140	
UNIVERSAL SHEET METAL	HOUSTON, TX	713-691-6655	JOE BATILLA

INSURANCE:

AGENCY	COVERAGE'S	LIMITS
AMERICAN INTERSTATE INS. CO.	WORKMAN'S COMPENSATION	$1,000,000
CADENCE INSURANCE	GENERAL LIABILITY	$2,000,000
CADENCE INSURANCE	AUTO LIABILITY	$1,000,000
CADENCE INSURANCE	UMBRELLA COVERAGE	$5,000,000

NAME OF BONDING COMPANY:

SURE TEC
952 ECHO LANE, SUITE 450
HOUSTON, TX 77024

Jaco Roofing & CONSTRUCTION, INC.

INSTALLATION REFERENCES

Serving Texas, Louisiana & Oklahoma since 1968

Buc-ee's
26 different Locations
Contact: Billy Losack, 979-482-0873, billy@chasecon.com

Alvin ISD
2002-2016, Various Schools – Alvin, Pearland, Manvel, Texas
Contact: Bill Van Wagner, 281-245-2630

Weimar ISD
2003-2015, Various Schools – Weimar, Texas
Contact: Ricky Ramirez, 979-733-6212

Brazoria County
1997-2016, Various Buildings in Brazoria County
Contact: Fred Trevino, 979-864-1567

Wharton County
2000-2016, Various Buildings in Wharton County
Contact: Paul Shannon, 979-532-4612

City of Victoria
2003-2015, Various Buildings in Victoria, Texas
Contact: James Foote, 361-485-3140

City of Lake Jackson
1994-2016, Various Buildings in Lake Jackson, Texas
Contact: Modesto Mundo, 979-415-2400

Alliance Residential Builders
2008-2016 Various New Buildings
Contact: Mike Chambers, 713-599-0280

Brazosport ISD
1989-2016 Various Campus Buildings
Contact: Bobby Key, 979-292-6200

Texas State Technical College, Harlingen
2014-2016, Various Campus Buildings
Contact: Grady Deaton, 956-455-2503

Michael W. Marrs Architects, Inc.
2012-2015, Various Facilities
Contact: Mike Marrs, 254-778-0877

Office Address:
415 S. Hwy 288B
Clute, TX 77531

(979) 265-6101

Duro-Last Elite Master Contractor
1-800-265-JACO
www.jacoroofing.com
info@jacoroofing.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

(979) 265-6448 Fax

Jaco Roofing & CONSTRUCTION, INC.

Previous Projects Complete:

Brazoria County Fairgrounds Auditorium
2015 - 22,276 Sq. Ft.
Angleton, TX

Angleton Chamber of Commerce
2015 - 5,233 Sq. Ft.
Angleton, TX

Angleton Area EMS
2015 - 3,222 Sq. Ft.
Angleton, TX

Wharton County Jail
2015 - 43,497 Sq. Ft.
Wharton, TX

Wharton County Precinct #1 and CPS
2015 - 11,462 Sq. Ft.
Wharton, TX

City of Alvin Fire Station #2 and Senior Center
2015 – 5,477 Sq. Ft.
Alvin, TX

Lake Jackson Police Department
2015 - 27,800 Sq. Ft.
Lake Jackson, TX

Office Address:
415 S. Hwy 288B
Clute, TX 77531

(979) 265-6101

Duro-Last Elite Master Contractor
1-800-265-JACO
www.jacoroofing.com
info@jacoroofing.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

(979) 265-6448 Fax

DURO-LAST.
THE WORLD'S BEST ROOF.

January 7, 2016

I am pleased to inform you that Jaco Roofing and Construction of Clute, Texas has earned the Highest Quality distinction given to our contractors, the **"Platinum Contractor Award".**

This achievement has placed Jaco in the Top 3% of our contractors nationwide, consistently installing the highest quality roofing systems in 2015.

To achieve this award, Jaco has installed and Duro-Last has inspected over 500,000 sq. ft. of Duro-Last Roofing in 2015, and has scored in the "Outstanding Category" on all Commercial Installations.

Jaco Roofing and Construction has been an authorized dealer/contractor for Duro-Last Roofing, Inc. since July of 1989. Jaco Roofing and Construction is a very experienced Duro-Last contractor, having installed over 31,900,000 square feet of roofing membrane.

Jaco Roofing and Construction has been a 3-time **"Contractor of the Year"** award winner. This award is given to the top achieving contractor for sales; currently Duro-Last has over 2000 authorized dealer/contractors nationwide.

Jaco has worked their way to be the "best of the best", through their commitment to quality, dedication to detail, and hard work.

We are proud to have Jaco Roofing and Construction as a member of the Duro-Last Dealer/contractor network, and are honored to work with contractors like Jaco, who value quality as much as we do.

Sincerely,

James W. Miller

James W. Miller
Regional Sales Manager
Duro-Last Roofing, Inc.

Other Locations: Grants Pass, Oregon – Jackson, Mississippi – Sigourney, Iowa

Attachment G

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

CITY OF ANGLETON

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: Glen Christensen

Printed Name: Glen Christensen

Title: Owner/President

Company: Jaco Roofing & Construction, Inc.

Date: 02/04/2016

SUBSCRIBED and sworn to before me the undersigned authority by Glen Christensen the Owner/President of, Jaco Roofing & Construction, Inc. on behalf of said bidder.

Lisa R Polk

Notary Public in and for the State of Texas

LISA RENEE POLK
My Commission Expires
May 6, 2016

My commission expires: 05/05/2016

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Jaco Roofing & Construction, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

2/4/2016

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance
10260 Westheimer Rd., Ste. 180
Houston TX 77042

CONTACT NAME: Rinny Chaddick
PHONE (A/C, No, Ext): (713) 461-8979 FAX (A/C, No): (713) 464-2674
E-MAIL ADDRESS: rchaddick@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	
INSURER B: American Fire & Casualty Company	
INSURER C: Navigators Specialty Ins. Company	
INSURER D: Texas Mutual Insurance Company	0111
INSURER E:	
INSURER F:	

INSURED
Jaco Roofing & Construction, Inc.
P.O. Box 937
Clute TX 77531

COVERAGES CERTIFICATE NUMBER: 16-17 GL/Auto/XS/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000,000 max aggregate GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			HGL0042980	2/8/2016	2/8/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAA56944785	2/8/2016	2/8/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			HO16EXC803060IC	2/8/2016	2/8/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001208936	2/8/2016	2/8/2017	Y PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured (on-going & completed operations) status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains special endorsement with Primary Non-Contributory wording.

CERTIFICATE HOLDER

Jaco Roofing & Constructin, Inc.
P.O. Box 937
Clute, TX 77531

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reed Moraw/LC

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ANGLETON

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF ORDINANCE NO. 2016-O-2G, AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, GRANTING AN ELECTRICAL FRANCHISE TO TEXAS-NEW MEXICO POWER COMPANY PURSUANT TO TITLE 28 AND ARTICLES 1436 AND 1436a, TEXAS REVISED CIVIL STATUTES; STATING A PURPOSE; PROVIDING FOR A TERM OF FIFTEEN YEARS; PROVIDING FOR THE LOCATION OF FACILITIES; PROVIDING FOR REPAIR OF EXCAVATIONS AND OBSTRUCTIONS; PROVIDING FOR INDEMNITY TO THE CITY OF ANGLETON; PROVIDING FOR STREET RENTAL; REPEALING THE FORMER FRANCHISE, WHICH IS ORDINANCE NUMBER 2021 OF THE CITY OF ANGLETON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

REQUESTED BY: Mary Kay Fischer, City Attorney

Budgeted amount: _____ **Funds requested:** _____ **Fund:** _____
Attachment: Ordinance No. 2016-O-2G

Executive Summary:
The last franchise the City entered into for electric utility services was over 30 years ago, with TNMP paying a street rent equal to 2% of the gross receipts of the sale of electricity within the City. Electric deregulation changed the way in which municipal franchise fees are charged. A city's franchise fee is now based on the number of kilowatt-hours (kwh) that a utility delivered to customers within the city's boundaries in 1998. The total franchise fees for the year 1998 are divided by the total kwhs for that year to arrive at a "per kwh rate." Our charge per kwh is $0.0018138. That charge is multiplied by all kilowatt hours delivered within the City limits, regardless of the customer class. Provisions were added that require the Company and its contractors to obtain a permit from the City in order to give the City reasonable notice when they are working on their facilities in the City right-of-way. The City Charter requires that two (2) reading are conducted, each at regular meetings of the City Council, and shall not be finally passed until thirty (30) days after the first reading. The full text of the Ordinance is required to be published in the newspaper within 15 days following the first reading. The Company is required to pay for the cost of publication. The second reading will take place at the regular meeting on April 26th, and the Ordinance shall take effect 30 days after its final passage, with the effective date of May 26, 2016.

Recommendation:
Staff recommends approval of the First Reading of this Ordinance.

Mary Kay Fischer _____ February 16, 2016____
Name **Date**

ORDINANCE NO. 2016-O-2G

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, GRANTING AN ELECTRICAL FRANCHISE TO TEXAS-NEW MEXICO POWER COMPANY PURSUANT TO TITLE 28 AND ARTICLES 1436 AND 1436a, TEXAS REVISED CIVIL STATUTES; STATING A PURPOSE; PROVIDING FOR A TERM OF FIFTEEN YEARS; PROVIDING FOR THE LOCATION OF FACILITIES; PROVIDING FOR REPAIR OF EXCAVATIONS AND OBSTRUCTIONS; PROVIDING FOR INDEMNITY TO THE CITY OF ANGLETON; PROVIDING FOR STREET RENTAL; REPEALING THE FORMER FRANCHISE, WHICH IS ORDINANCE NUMBER 2021 OF THE CITY OF ANGLETON; PROVIDING A SEVERABILITY 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:

1. Parties. The City of Angleton, Texas, herein called the City, a municipal corporation created under Title 28 of the Texas Revised Civil Statutes, hereby grants the nonexclusive right, privilege, and franchise herein stated to Texas-New Mexico Power Company, a corporation, its successors and assigns, herein called Grantee.

2. Power to Grant Franchise. Pursuant to the Home Rule Charter of the City of Angleton, Texas, Sec. 9.02, the City Council shall have the power by ordinance to grant, renew, extend and amend all franchises of all public utilities of every character operating within the city. No franchises shall be for an indeterminate period, and no franchise shall be granted for a term of more than 30 years from the date of grant, renewal or extension.

3. Grant not to be Exclusive. Pursuant to the Home Rule Charter of the City of Angleton, Texas, Sec. 9.03, no grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.

4. Right to Regulate. To the extent permitted by state law and pursuant to Home Rule Charter of the City of Angleton, Texas, Sec. 9.07, "every grant, renewal, extension or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the City Council: (1) to forfeit any such franchise by ordinance at any time for the failure of holder thereof to comply with the terms of the franchise, such power to be exercised only after notice and hearing, and a reasonable opportunity to correct the default; (2) to establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates; (3) to impose reasonable regulations to insure safe, efficient and continuous service to the public; (4) to examine and audit at any time during regular business hours the records of any such utility which are relevant to the city's right of regulation, and to require annual and other reports including reports of operation within the city; (5) to require such compensation and rental as may be permitted by the laws of the State of Texas."

5. Nature of Grant. The City, acting pursuant to Title 28 of the Texas Revised Civil Statutes and Articles 1436 and 1436a of said Statutes, hereby grants to Grantee a nonexclusive right, privilege, and franchise to erect, maintain, operate, and remove electric lines and pertinent facilities over, under, across, upon, and along the streets, alleys, and other public property in the

City.

6. Purpose. This franchise is granted for the purpose of providing electric service within the City and adjacent areas and transporting electric energy to, from, and beyond the City.

7. Term. This franchise shall exist for the term of fifteen (15) years from date of passage.

8. Location of Facilities. All poles erected by Grantee pursuant to the authority herein granted shall be of sound material and reasonably straight, and shall not be set in any gutter or drain or drainage ditch. Grantee' s poles and other facilities shall be placed and erected in such a manner as not to interfere with traffic, and the location, relocation, construction, and manner of erection of such poles and facilities shall at all times be subject to the police power of the City. No paving cuts of City property shall be made by Grantee without first obtaining the permission of the City or the City official to whom this responsibility is delegated. However, such paving cuts on City property may be made in order to make emergency repairs to Grantee's lines or equipment provided that Grantee notify the City official of such paving cuts within twenty-four hours (24) after the repairs are made. Grantee, whenever ordered to do so by the governing body of the City, shall at its own expense, relocate, alter or remove its facilities placed or maintained by Grantee under this franchise when the relocation, altering or removal thereof may be reasonably necessary in the reconstruction or construction of any public work or project or public improvement undertaken or directed by the City. The City acknowledges that any modifications to the Grantee's facilities may affect the safety and reliability of electric transmission and delivery within the City and the City hereby agrees to consult with Grantee on any such rearrangement, relocation, alteration or removal before ordering Grantee to do so. Notwithstanding the foregoing, Grantee shall not be responsible for relocation costs:

a. where by City application, specific monies can be and are obtained from federal and state sources for relocation costs, provided that no City matching funds would be required, the scope of the City project would not be diminished, and the City would not be required to spend additional monies;

b. if the specific excavation, construction or relocation is done to accommodate the actions or plans of private individuals or entities, then such private individuals or entities shall be responsible for the relocation costs, provided that in no event shall the City be liable for such relocation costs; or

c. state or federal law requires the City to pay for such relocation.

9. Permits. Prior to its commencement of any new construction work within the Streets or Public Rights-of-Way, Grantee and its contractors shall obtain a permit at no cost to Grantee, except as otherwise provided below. All work shall be performed in compliance with the City ordinances and regulations. City and Grantee agree that routine maintenance, emergency repairs of existing facilities, and vegetation management would not constitute new construction, therefore; such work is not subject to obtaining a permit. Grantee shall give the City telephone notice per Paragraph 8 above of emergency repairs involving cuts in the paved surface of the Public Rights-of Way, including sidewalks and curbs, and shall request a permit promptly following completion of the new emergency construction work. Grantee and contractors performing work for the Grantee shall not be required to obtain any permits for relocations of Facilities requested by the City, provided that the relocated facilities are placed in the location designated by the City and relocation is otherwise in accordance with the City's request to relocate. This Franchise shall constitute a permit to park vehicles in the Streets and other Public

Rights of Way when necessary for the installation, replacement, abandonment, operation or maintenance of Grantee's Facilities. Grantee and contractors performing work for Company shall not be required to pay any fee in addition to the franchise street rents fee in order to obtain a permit to perform work on Grantee's facilities, or park within the Streets and other Public Rights of Way. Following completion of work in the Public Rights-of-Way, Grantee shall repair the affected Public Rights-of-Way as soon as reasonably possible, but in all cases. No street, alley, highway or public place shall be encumbered for a longer period than shall be reasonably necessary to execute the work.

10. Quality of Service. The service furnished hereunder to City and its inhabitants shall be, considering all circumstances, consistent with the Tariff issued to TNMP by the Public Utility Commission of Texas as well as applicable state and federal regulations. Grantee will maintain its facilities in reasonable operating condition in accordance with the foregoing Tariff and applicable state and federal regulations during the continuance of this Franchise.

11. Excavations and Obstructions. Any and all excavations and obstructions in and upon the streets, alleys and other public places in the City caused by Grantee's operations under this Ordinance shall be repaired and removed by Grantee as quickly as is reasonably possible, under the circumstances.

12. Indemnity. Grantee shall fully indemnify and save harmless the City from any and all damage, loss, action or loss, action or cause of action arising in whole or in part from Grantee's exercise of any of its rights, privileges, franchises and obligations hereunder, except to the extent arising out of the City's sole negligence or willful misconduct. In the event of joint and concurrent negligence or fault of both Grantee and the City, responsibility and indemnity, to the extent allowed by law, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity.

13. Street Rents. The Grantee shall report and pay each calendar quarter during the term of the franchise ordinance a street rent equal to all kilowatt hours (kWh) delivered within the City limits regardless of customer class. The charge per delivered kWh shall be determined by (i) dividing the total electric franchise fee revenue for calendar year 1998 by the total number of kWh delivered to all customers within the City limits in 1998 and (ii) multiplying the charge per kilowatt hour determined for 1998 by the number of kilowatt hours delivered within the City during each calendar quarter. Grantee calculates that charge to be $0.0018138 per KWh. The charge herein made shall be in lieu of, to the extent permitted by law, any other charges or fees of any kind by the City based on, connected with, or incident to the exercise of the non-exclusive rights, privilege, and franchise herein granted.

The parties agree to meet to discuss adjustments to franchise fee either upon the request of one of the parties or on a periodic basis as the parties may agree. The franchise fee shall be adjusted provided that parties agree to reasonable increase in the fee. Grantee obtains all necessary and final approvals for the recovery of any proposed increase of the franchise fee and the increased fee or its recovery is not otherwise prohibited or disallowed by a regulatory body or court having jurisdiction.

14. Records and reports. (a) Franchise Data. Grantee shall keep complete and accurate

records of its business and operations under and in connection with this Franchise. All such data shall be kept within Grantee's computer and data systems at Grantee's appropriate business locations..

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all records related to Grantee's operations under this Franchise and belonging to Grantee shall, to the extent permitted by law, be made available for inspection and copying no later than thirty (30) days from receipt of such request unless the parties mutually agree to a different time frame. Nothing herein obligates Grantee to disclose third-party confidential or proprietary information. Amounts due to City for past underpayments or amounts due Grantee for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Texas Public Utility Commission. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

15. Reservation of powers. In granting this Franchise, the City does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Angleton or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Grantee.

16. Notice to Parties. Any notice or communication required or desired to be served upon the City or Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Any such communication to the Company shall be sent to:

Vice President of Operations
TNMP
577 N. Garden Ridge,
Lewisville, TX 75067

Any such communication to the City or the City Council shall be sent to:

City Manager
121 S. Velasco
Angleton, Texas 77515

17. Prior Franchise Repealed. This franchise ordinance, upon acceptance by the Grantee, shall replace and supercede that certain Electric Franchise Ordinance heretofore granted by the City to the Grantee, adopted on the 16th day of July, 1985.

18. Severability Clause. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted

and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

19. Open Meetings Clause. 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.

20. Publication. Pursuant to Home Rule Charter of the City of Angleton, Texas, Sec. 9.04, Company shall pay for the publication of the full text of this Ordinance which shall be published once in The Facts newspaper within 15 days following the first reading.

21. Ordinance granting Franchise. Pursuant to Home Rule Charter of the City of Angleton, Texas, Sec. 9.04, this Ordinance shall be read at two separate regular meetings of the City Council, and shall not be finally passed until 30 days after the first reading and no such ordinance shall take effect until 30 days after its final passage.

22. Adoption. Passed and approved after its first reading with all necessary procedural formalities by the City Council of the City of Angleton, Texas, at a regular meeting held at the regular place, at which meeting a quorum was present throughout, and approved by the Mayor on this _____ day of _____, 2016.

Passed and approved after its second and final reading with all necessary procedural formalities by the City Council of the City of Angleton, Texas, at a regular meeting held at the regular place, at which meeting a quorum was present throughout, and approved by the Mayor on this _____ day of _____, 2016.

23. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage on _____, 2016.

_____
Randy Rhyne, Mayor

A T T E S T:

_____
Shelly Deisher, City Secretary

APPROVED AS TO FORM:

_____
Mary Kay Fischer, City Attorney

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT:
DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF ORDINANCE NO. 2016-O-2F, AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF ANGLETON, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

REQUESTED BY: Mary Kay Fischer, City Attorney

Budgeted amount: _____ **Funds requested:** _____ **Fund:** _____
Attachment: Ordinance No. 2016-O-2F

Executive Summary:
The last franchise the City entered into for gas utility services was over 30 years ago and it provided a 2% payment to the City. That franchise has expired and the City and CenterPoint Energy Resources Corporation (Company) have been negotiating a new franchise agreement. This proposed franchise provides for a term of 15 years and CenterPoint agrees to pay the City a sum of money equal to 4% of the company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City of Angleton, plus 7 cents per Mcf (1,000 cubic feet) for natural gas transported by the company for its Transport Customers during such quarter. Provisions were added that require the Company and its contractors to obtain a permit from the City in order to give the City reasonable notice when they are working on their facilities in the City right-of-way. The City Charter requires that two (2) reading are conducted, each at regular meetings of the City Council, and shall not be finally passed until thirty (30) days after the first reading. The full text of the Ordinance is required to be published in the newspaper within 15 days following the first reading. The Company is required to pay for the cost of publication. The second reading will take place at the regular meeting on April 26th, and the Ordinance shall take effect 30 days after its final passage, with the effective date of May 26, 2016.

Recommendation:
Staff recommends approval of the First Reading of this Ordinance.

Mary Kay Fischer **February 16, 2016**
Name **Date**

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF ANGLETON, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this ordinance, the right, privilege and franchise is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Angleton, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Angleton, as the same are now and as the same may from time to time be extended.

Section 2. DEFINITIONS.

A. "City" shall mean the City of Angleton, Texas.

B. "Company" shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.

C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply and sales of natural gas for heating, lighting, power and any other purposes for which natural gas may now or hereafter be used.

D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.

E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 3. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 20 and shall be in full force and effect for a term of 15 years.

Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM. All Facilities installed by Company shall be of sound material and good quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal and State regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 14 the relocation of Company's Facilities at Company's cost within the

Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. Company shall keep current and up-to-date maps showing the physical location of Company's facilities and make available for inspection by the City at no cost during normal working hours. The Company and the City will work diligently and in good faith to resolve any dispute about the provision of maps pursuant to this Section.

Section 5. STREETS TO BE RESTORED TO GOOD CONDITION. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible, after the completion of the work to as good a condition as before the commencement of the work. Company shall be responsible for the repair or maintenance of any defects, impairments, or substandard condition in any street, alley, highway, sidewalk, or public way caused by the work of Company for one (1) year from the date the surface of said street, alley, highway or public way is broken for the construction or maintenance work, after which time the responsibility for the maintenance shall become the duty of City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

Section 6. PERMITS. Except as otherwise provided below, Company and its contractors shall obtain a permit from the City at no cost prior to any work in the Public Rights-of-Way in order to give the City reasonable notice of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. If the City has not acted on a request for a permit within seven (7) business days of receipt of the request, the permit shall be deemed granted. No permit shall be required to initiate promptly emergency repairs as may be required by the rules and regulations of the Railroad Commission of Texas and the Texas One-Call Statute (Texas Utilities Code, Chapter 251, and any successor statutes). Company shall give the City telephone notice of the initiation of emergency repairs involving breaks in the paved surface of the Public Rights-of Way, including sidewalks and curbs, as soon as practicable under the circumstances, but no later than 24 hours after such initiation. Company and contractors performing work for Company shall not be required to obtain any permits for relocations of Facilities requested by the City, provided that the relocated Facilities are placed in the location designated by the City and the relocation is otherwise in accordance with the City's request to relocate. No permit shall be required for the Company and its contractors to park vehicles in the Streets and other Public Rights-of-Way when necessary for routine maintenance, emergency work or work requested by the City. Company and contractors performing work for Company shall not be required to pay any fee in addition to the franchise fee in order to perform work on Company's Facilities, or park within the Streets and other Public Rights-of-Way.

Section 7. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality of service rules of the Railroad Commission of Texas and all other applicable local, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 8. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to

pay to the City franchise fees in the amount and manner described herein. Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four percent (4%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City, plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 9. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Angleton. After such sixty (60) day period the payment provisions specified in Section 8 of this Franchise shall apply to gross receipts and transport fees received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

Section 10. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

Section 11. COMPLIANCE AND REMEDIES. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 12. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Angleton or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 13. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

Section 14. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company's own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of other Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

Section 15. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 16. RECORDS AND REPORTS. (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company's principal office in Houston, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company's operations

under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

Section 17. EASEMENT. In consideration for the compensation set forth in Section 8, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

Section 18. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Angleton, Texas a written statement signed in its name and behalf in the following form:

"To the Honorable Mayor: and City Council of the City of Angleton, Texas:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions."

CENTERPOINT ENERGY RESOURCES CORP.,
DBA CENTERPOINT ENERGY TEXAS GAS
OPERATIONS

By: _____
Randal M. Pryor, Division Vice President,
Regional Operations

Dated this _____ day of _____2016.

Section 19. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Angleton, Texas in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 20. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint Energy Resources Corp.
Vice President Regulatory Relations
PO Box 4567
Houston, TX 77210-4567
With a copy to:
General Counsel, Gas Division
PO Box 2628
Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Angleton
121 S. Velasco
Angleton, Texas 77515

With a Copy to:

City Manager
121 S. Velasco
Angleton, Texas 77515

Section 21. PUBLICATION, PASSAGE AND EFFECTIVE DATE. This Franchise, having been published, shall take effect and be in force from and after the first day of the month following thirty days after receipt by the Company's acceptance filed pursuant to Section 18 ("Effective Date"). The Company shall pay the cost of those publications and any costs associated with any elections held regarding this Franchise.

Section 22. COMPLIANCE WITH CHARTER AND ORDINANCES. This Franchise, the rights granted hereby and the operations and activities performed by Grantee pursuant hereto shall be subject to applicable provisions of the Charter of the City of Angleton. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by Grantee pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulation (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to Grantee hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance, (c) or prevent or interfere with Company's Federal and State regulatory obligations. All such conflicting or inconsistent ordinances are hereby repealed to the extent of such conflict or inconsistency.

Passed and approved on first reading at a regular meeting of the City Council of Angleton, Texas, on the 23rd day of February, 2016 and approved by the Mayor.

Passed and approved on second reading at a regular meeting of the City Council of Angleton, Texas, on the 26th day of April, 2016 and approved by the Mayor.

APPROVED:

_____
RANDY RHYNE, MAYOR
CITY OF ANGLETON, TEXAS

ATTEST:

_____
SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

I, the duly appointed, qualified and acting City Secretary of Angleton, Texas, do hereby certify that the above and foregoing ordinance was read on first reading at a regular meeting of the City Council of said Angleton, Texas, held on the 23rd day of February, 2016; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor Randy Rhyne and (5) Council members:

1. _____ 4. _____

1.2. _____ 5.

_____

1.3. _____

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; that the above and foregoing ordinance was read on a second reading at a regular meeting of the City Council of said Angleton, Texas held on the 26th day of April, 2016; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor Randy Rhyne, and _____ Council members:

1. _____ 4. _____

1.2. _____ 5.

_____

1.3. _____

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books for the purpose of recording the ordinances of the City of Angleton.

EXECUTED under my hand and the official seal of the City of Angleton, Texas at said City, this _____ day of _____, 2016.

_____
City Secretary
City of Angleton, Texas

[SEAL]

CITY COUNCIL AGENDA ITEM
Meeting Date: February 23, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, DESIGNATING AN OFFICER TO ACT AS THE LOCAL RABIES CONTROL AUTHORITY FOR THE PURPOSES OF TEXAS HEALTH AND SAFETY CODE CHAPTER 826, RABIES; PROVIDING AN OPEN MEETINGS CLAUSE 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-2E

Executive Summary:

Texas Health and Safety Code Sec. 826.017, entitled "Designation of Local rabies Control Authority" states that the governing body of each municipality shall designate an officer to act as the local rabies control authority for the purposes of this chapter.

After Nichole Correia left the City's employment, it is necessary to designate an officer to act as the local rabies control authority for the purposes of Texas Health and Safety Code Chapter 826, Rabies.

It is recommended that Rene Yanez be designated as the Animal Control Officer to act as the local rabies control authority for the purposes of Texas Health and Safety Code Chapter 826.

State law requires that he shall enforce Texas Health and Safety Code Chapter 826 and the department rules that comprise the minimum standards for rabies control, the ordinances of the City of Angleton, Texas, and the rules adopted by the executive commissioner under the area rabies quarantine provisions of Section 826.045.

Mary Kay Fischer_____
Name

February 8, 2016_____
Date

ORDINANCE NO. 2016-O-2E

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, DESIGNATING AN OFFICER TO ACT AS THE LOCAL RABIES CONTROL AUTHORITY FOR THE PURPOSES OF TEXAS HEALTH AND SAFETY CODE CHAPTER 826, RABIES; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Texas Health and Safety Code Sec. 826.017, entitled "Designation of Local Rabies Control Authority" states that the governing body of each municipality shall designate an officer to act as the local rabies control authority for the purposes of this chapter;

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

SECTION 1. That the City Council of the City of Angleton, Texas, designates **RENE YANEZ** as the Animal Control Officer to act as the local rabies control authority for the purposes of Texas Health and Safety Code Chapter 826.

SECTION 2. That the local rabies control authority shall enforce Texas Health and Safety Code Chapter 826 and the department rules that comprise the minimum standards for rabies control, the ordinances of the City of Angleton, Texas, and the rules adopted by the executive commissioner under the area rabies quarantine provisions of Section 826.045.

SECTION 3. That all ordinances or parts of ordinances that are in force when the provisions of this Ordinance become effective, which are inconsistent or in conflict with the terms or provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 4. That should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

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

SECTION 6. That this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this the 23rd 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 23, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON SOLID WASTE SERVICES FOR THE CITY OF ANGLETON.

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

REQUESTED BY: Michael Stoldt

Attachments: (Attachment description)
None

Executive Summary:
The initial five year term of City's contract with Waste Connections, Inc. for Solid Waste Services will expire on May 31, 2016. Our contract allows for five (5) 1-year extensions, upon mutual agreement of both parties. Waste Connections is interested in continuing to serve the City.

Waste Connections is interested in continuing to serve the City and City Staff is recommending we continue with the Company. Overall their service level has been very good. While we do receive some complaints, the company has been very good about responding to the problems. Waste Connections is also interested in presenting an option for providing solid waste collection services using individual residential containers.

Should Council prefer to go out for bids on this service, we need to begin the process now.

Michael Stoldt Feb. 18, 2016
Name **Date**