1. 6:00 P.M. April 26 2016 Regular City Council Meeting

   Documents: MASTER AGENDA APRIL 26 2016.PDF, STAFF REPORTS MARCH 2016.PDF

City of Angleton, Texas
City Council Regular Meeting
Tuesday, April 26, 2016
@ 6:00 p.m.

The City of Angleton, Texas, City Council will conduct a Regular Meeting beginning at 6 p.m., Tuesday, April 26, 2016 at City Council Chambers, 120 S. Chenango, Angleton, TX, to consider the following agenda items.

1. Declaration of quorum and call to order.

2. Pledge of Allegiance.

3. Moment of silent reflection or prayer.

4. Approval of City Council Minutes from the meetings of the Regular City Council Meeting on March 22, 2016, the Joint Meeting of the City Council, Angleton Drainage District and Angleton Parks Board on March 29, 2016 and the Special City Council meeting on April 12, 2016.

5. PRESENTATIONS:
   A) Exchange Club – Officer of the Year
   B) Governor's Community Achievement Award by Keep Angleton Beautiful

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 March, 2016;
   B) Quarterly Investment Report – Second Quarter of 2016; and
   C) Purchase a 2017 Freightliner Brush Truck for Public Works.

9. Discussion and Possible Action on a request for variances of an 818.45 square foot increase to allowable sign area and an additional 35′ in allowable height to the City of Angleton's sign ordinance for

Love's Travel Stop (Michael Stoldt, City Manager).

10. Public Hearing on the Imposition of Impact Fees for County Road 220 Development.

11. Discussion and Possible Action on the CR220 Development Impact Fee Study (Patti Worfe, Asst. City Manager/Economic Development Director).

12. Discussion and Possible Action on ORDINANCE NO. 2016-O-4C; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, BY ADDING CHAPTER 26, "UTILITIES", ARTICLE VIII, "IMPACT FEES", SECTION 26-177 THROUGH SECTION 26-189; COUNTY ROAD 220 IMPACT FEES; ADOPTING COUNTY ROAD 220 IMPACT FEES FOR WATER AND WASTEWATER; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE (Mary Kay Fischer, City Attorney).

13. Discussion and Possible Action on Waiving all City of Angleton Permit and Tap Fees for a Habitat for Humanity House to be built on the Corner of Orange and Erskine Streets with a Legal Description of Lots 12 & 13, Block 43, Angleton (Shelly Deisher, City Secretary).

14. DISCUSSION AND POSSIBLE ACTION ON THE SECOND AND FINAL 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).

15. DISCUSSION AND POSSIBLE ACTION ON THE SECOND AND FINAL 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. (Mary Kay Fischer, City Attorney).

16. Discussion and Possible Action on Awarding a Bid to Jaco Roofing for Roof Repair to the Angleton Police Station, Angleton Animal Shelter and Angleton Volunteer Fire Station #3 (Karen Barclay, Building Services Supervisor).

17. Discussion and Possible Action on a Lease Agreement Between the City of Angleton and the Brazosport Water Authority (Michael Stoldt, City Manager).

18. Presentation and Discussion on Mid-Year Budget Update (Michael Stoldt, City Manager).

19. Discussion and Possible Action on ORDINANCE NO. 2016-O-4D; AN ORDINANCE AMENDING THE 2015-2016 FISCAL YEAR BUDGET BY AMENDING THE GENERAL FUND (01), WATER FUND (03), POLICE DRUG CONFISCATION FUND (10), ANGLETON ESD #3 FUND (107), CITY WIDE REPAIRS FUND (126), HGAC-DJ EDWARD BYRNE GRANT FUND (42), OBJ-POLICE GRANT FUND (105) AND 2015 CDBG GRANT FUND (73); DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE (Michael Stoldt, City Manager).

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

21. **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

22. **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)

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

The City of Angleton, Texas City Council conducted its Regular Meeting at 6 p.m., Tuesday, March 22, 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 6:00 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 February 16, 2016, February 23, 2016, March 8, 2016 and March 15, 2016.

   Motion by Councilman Bieri to approve the City Council Meeting Minutes from February 16, 2016, February 23, 2016, March 8, 2016 and March 15, 2016;
   Second by Councilwoman McDaniel.

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

5. PRESENTATIONS:
   A) Employee Appreciation
   B) Fair Housing Month Proclamation

C) Yard of the Month – 913 Ridgecrest
D) Business of the Month – 1135 E. Cedar

6. Citizens Wishing to Address Council.

7. Requests to Address Council Other Than Citizenry.

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:
Consent items:
A) Ratify Accounts Payable for February, 2016;
B) Amended Order of Election for General Election of 2016; and
C) Appoint Jeff Sifford as Interim Public Works Director.

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 Appointing Tracy Delesandre and Suzanne Dellinger to the Keep Angleton Beautiful Board.

Motion by Councilwoman McDaniel to appoint Tracy Delesandre and Suzanne Dellinger to the Keep Angleton Beautiful Board;
Second by Councilman Bieri.

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

10. Discussion and Possible Action on an Agreement Between HDR Engineering and the City of Angleton for Construction Observation Services.

Michel Stoldt: Currently have two major projects in the works. Need assistance in observation and supervision in seeing the projects. This also gives us the opportunity to train someone on City Staff to supervise. Staff is recommending approval.

Motion by Councilman Bieri to approve the agreement between HDR Engineering and the City of Angleton for Construction

Observation Services not to exceed the amount of $77,260.00;
Second by Councilwoman McDaniel.

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

11. Discussion and Possible Action on an Agreement Between HDR Engineering and the City of Angleton for SCADA System Improvements.

John Peterson with HDR Engineering explained that the SCADA system is an informational system that reports back to the city how water, sewer, city facilities are operating. Identifies what system is working and what is not. Looking into a larger service provider that has service parts available when it is down and enough on-call persons for backup.

Motion by Councilwoman McDaniel to approve the agreement between HDR Engineering and the City of Angleton for SCADA System Improvements in the amount of $35,325.00;
Second by Mayor Pro Tem Collins.

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

12. Discussion and Possible Action on 2014-2015 Certified Annual Financial Report by Belt, Harris, Pechacek, LLP.

Motion by Mayor Pro Tem Collins to accept the 2014-2015 Certified Annual Financial Report by Belt, Harris, Pechacek LLP;
Second by Councilman Tigner.

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

13. Discussion and Possible Action on Keep Angleton Beautiful Applying for a Walmart Grant and Authorizing the Mayor to Sign a Letter of Verification from the City of Angleton.

Motion by Councilman Tigner to approve applying for a Walmart Grant and Authorizing the Mayor to Sign a Letter of Verification from the City of Angleton,
Second by Councilwoman McDaniel.

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

14. Discussion and Possible Action on ORDINANCE NO. 2016-O-3B; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ADOPTING THE CITY'S LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR COUNTY ROAD 220 DEVELOPMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS

CLAUSE AND AN EFFECTIVE DATE.

Motion by Councilman Rolan to approve Ordinance No. 2016-O-3B,
Second by Mayor Pro Tem Collins.

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

15. Discussion and Possible Action on RESOLUTION NO. 2016-R-3A; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ESTABLISHING A PUBLIC HEARING DATE TO DISCUSS THE IMPOSITION OF WATER AND WASTEWATER IMPACT FEES FOR THE DESIGNATED SERVICE AREAS; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion by Councilman Tigner to approve Resolution No. 2016-R-3A,
Second by Councilman Bieri.

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

16. 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: Centerpoint contacted the City Attorney to inform her that they had not published the public hearing notice. Reading of this ordinance would be the "second" first reading of the ordinance. The ordinance will be brought back to council on April 26 for the second reading before it can be approved.

Motion by Councilman Rolan to approve the Second First Reading of Ordinance No 2016-O-2F,
Second by Mayor Pro Tem Collins.

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

17. Discussion and Possible Action on an Amendment to the

Economic Development Grant Agreement between the City of Angleton and Angleton 288 Industrial Park, LLC.

Motion by Mayor Pro Tem Collins to approve the Amendment to the Economic Development Grant Agreement between the City of Angleton and Angleton 288 Industrial Park, LLC,
Second by Councilman Tigner.

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

18. Reports of Boards & Commissions:
Angleton Better Living Corporation – did not meet.
Angleton Parks Board – meet in joint meeting with ADD and council next week.
Senior Citizen Commission – Aquafit class is five days a week and have 30-40 participants. About 20 in yoga class. Traveling members are going places.

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

20. Council Information (limited to items of community interest)
Mayor Randy Rhyne – read from a list of upcoming events.
Mayor Pro Tem Roger Collins – Happy birthday Wesley.
Councilman Hardwick Bieri – Happy birthday Wesley and Guns and Hoses on April 8th and 9th.
Councilman Williams Tigner – Happy birthday Wesley.
Councilman Wesley Rolan – nothing.
Councilwoman Bonnie McDaniel – Happy Birthday Wesley and Happy Easter.

21. Adjourned at 7:33 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 Joint Meeting with the Angleton Drainage District and the Angleton Parks Board at 5:30 p.m., Tuesday, March 29, 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 (absent)
Bonnie McDaniel	Councilwoman Position 4

CITY OF ANGLETON STAFF:

Michael Stoldt	City Manager
Patti Worfe	Asst. City Manager/Economic Development Director
Mary Kay Fischer	City Attorney
Alyssa Deaton	Asst. City Secretary
Will Blackstock	Parks and Recreation Director

ANGLETON PARKS BOARD MEMBERS: Brent Brothers, Annette Trevino, Carl Garrison, Chris Peltier, Bridgette Norris, Barbara Marin

ANGLETON DRAINAGE DISTRICT: David Spoor, Terry Novak, Steve Coleman and Doug Roesler.

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR RHYNE at 5:30 p.m. Declare a quorum.

2. Pledge of Allegiance.

3. Moment of Silent Reflection/Prayer.

4. Introductions were made by all attendees.

5. There was discussion regarding the Texas Parks and Wildlife Grant and donation of property from the Angleton Drainage District of property on County Road 44 to the City of Angleton for a city park. The Drainage District requested that the ditches remain their easement and that they would maintain the property but it would be considered City of Angleton property. The City is to have the property surveyed and appraised and City Council and the Drainage District would meet again in the

near future.

6. Adjourn at 6:16 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, April 12, 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
Jeff Sifford	Public Works Director
Karen Barclay	Building Services Dept. Supervisor

And those listed on the guest registry.

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

2. Pledge of Allegiance.

3. Moment of Silent Reflection/Prayer.

4. PRESENTATION: Employee Appreciation.

5. Citizens Wishing to Address Council – Larry Shaefer addressed vacant storefronts in the city and how it looks to new businesses. Passed out a list of vacant storefronts.

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

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: Consent to a Variance to the Noise Ordinance for Use of Amplified Devices at the National Day of Prayer Event on May 5, 2016 at the Brazoria County Historical Museum Lawn in Angleton, Texas, from 10:30 a.m. to 1:30 p.m.

Motion by Mayor Pro Tem Collins to approve the consent agenda;
Second by Councilman Rolan.

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

8. Public Hearing on a Request to Rezone Tract 110A3 (Tract Two) at 2850 North Valderas Street, Abstract No. 380, J de J Valderas Survey, Consisting of 1.00 Acre from C-O/R – Commercial-Office/Retail District to C-G – Commercial-General District.

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

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

Persons who wished to speak:

Cynthia Comins, agent for owner of property spoke with details of what their plans for an upscale storage facility are for the property. Not opposed to discuss a plan for the property with residents around the property. Wants to have the property cleared within 60 days. Wants fence to be completed within 90 days. Wants to work with an architectural design company for a new business.
Brenda and Randy Murphy spoke against the rezone.
Mr. Don Nigbor spoke against the rezone.
Ken Bowman spoke against the rezone.

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

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

9. Discussion and Possible Action on ORDINANCE NO. 2016-O-4A; 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 TRACT 110A3 (TRACT TWO) AT 2850 NORTH VALDERAS STREET, ABSTRACT NO. 380, J DE J VALDERAS SURVEY, CONSISTING OF 1.00 ACRE FROM C-O/R – COMMERCIAL-OFFICE/RETAIL DISTRICT TO C-G –

COMMERCIAL-GENERAL DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH AND EVERY OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Motion by Mayor Pro Tem Collins to deny Ordinance No. 2016-O-4A;
Second by Councilman Rolan.

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

10. Public Hearing on a Request to Rezone the Property Located at the Northeast Corner of West Myrtle Street and North Erskine Street, with a Legal Description of Angleton (Angleton), Block 45, Lot 10-13, from C-O/R – Commercial-Office/Retail District to SF-6.3 – Single-Family Residential-6 District.

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

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

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

Irene Hatfield (property owner) asked to speak on behalf of Habitat. Stated that Habitat for Humanity will be purchasing the property and will build two houses on these four lots.

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

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

11. Discussion and Possible Action on ORDINANCE NO. 2016-O-4B; 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 PROPERTY LOCATED AT THE NORTHEAST CORNER OF WEST MYRTLE STREET AND NORTH ERSKINE STREET WITH A LEGAL DESCRIPTION OF ANGLETON (ANGLETON), BLOCK 45, LOT 10-13, FROM C-O/R – COMMERCIAL-OFFICE/RETAIL DISTRICT TO SF – 6.3 – SINGLE FAMILY RESIDENTIAL-6 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 Rolan to approve Ordinance No. 2016-O-4B;
Second by Councilman Tigner.

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

12. Council adjourned into Executive Session at 6:30 p.m. as Authorized by:

a) 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; and
b) Texas Government Code Section 551.072 (Deliberations about Real Property) to deliberate the purchase, exchange, lease or value of real property as it relates to the location of a pumping station. Deliberations in 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 7:02 p.m.

Action out of Executive Session: None.

13. Adjourned at 7:02 p.m.

_____
Randy Rhyne, Mayor

_____
Shelly Deisher, City Secretary

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Presentation of GCAA

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

REQUESTED BY: Erin Bowers

Attachments: GCAA Presentation

Executive Summary: Board members of Keep Angleton Beautiful would like to present Council with information on GCAA.

Recommendation:

E Bowers
Name

4/19/16
Date

GCAA 2016 Winners

{ KAB

April 26, 2016

Presented by
Keep Angleton Beautiful

HEART OF ANGLETON
Historical Museum
County Courthouse
Shopping
City Hall
A Project By
keep
Angleton
Beautiful

2004

2008

2012

What are the Governor's Community Achievement Awards?

Objective:

The Governor's Community Achievement Awards annually endows Texas communities with a share of landscaping prize money, to be used in the construction of a beautification project within the winning community. The projects are completed on selected state rights-of-way and conform both to the winning city's aesthetic expectations and stringent standards of safety, design and maintenance laid out by the Texas Department of Transportation

GCAA 2016 Winners

Category 5
$180,000

For community efforts in 2015 of:

- Public Awareness
- Education
- Beautification and Property Improvement
- Litter Prevention and Cleanup
- Solid Waste Management
- Litter Law and Illegal Dumping Enforcement

Keep Texas Beautiful Conference

Keep Angleton Beautiful will be recognized at the Keep Texas Beautiful (KTB) Conference in Sugarland.

Recognitions:

- Tuesday, June 21, 2016 at 7:30 pm at the GCAA Dinner
- KAB will also have a GCAA display Monday through Wednesday of the Conference

The KAB Board will be looking into project possibilities on a TxDOT roadway.

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Accounts Payable for the Month of March 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 March total, $1,798,543.19
Accounts Payable for the Month of March, but paid in April total $160,465.63.

Executive Summary:

Recommendation:

Ratify as presented

Susie J Hernandez **April 11, 2016**

Name **Date**

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Quarterly Investment Report as of March 31, 2016

_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)
March 31, 2016 Quarterly Report Power Point

Executive Summary:
Attached is the Quarterly Investment Report for the 2nd quarter of the 2016 Fiscal Year as of March 31, 2016. City funds are divided between four banks (Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase Bank, First State Bank) and three governmental investment pools (TexPool, Lone Star, TexSTAR). The City's pooled cash accounts (general and ABLC) continued to change as funds were transitioned from Texas Gulf Bank to First State Bank-Louise. Overall, there was a slight portfolio increase as incoming property tax payments were still larger than expenditures. The majority of the bond accounts changed due to interest only with the 2013 debt issue decreasing from project payments. The purchase and hotel accounts changed with interest only as well. The police seizure account did not change and 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 during the 2nd quarter for a 91 day treasury bill was .2880%. Most of the City's accounts earned around or above this rate. This is an indicator that investments are relatively safe as rates are a reflection of risk. The federal interest rate increased in December of 2015, which caused the City's variable interest earning accounts to rise while fixed interest accounts fell behind this rate goal. Funds have been transferred to take advantage of the higher interest accounts and that practice will continue as federal interest rates may change again at some point and necessitate a new investment strategy.

Recommendation:

Approval of the Quarterly Investment Report as of March 31, 2016

Chris Thomas **4/19/16**

Name **Date**

INVESTMENT REPORT

FISCAL YEAR 2016
2nd QUARTER
AS OF 3-31-16

BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2016 1st Quarter As of Dec 31 2015	FY 2016 2nd Quarter As of March 31, 2016	FY 2016 3rd Quarter As of June 30, 2016	FY 2016 4th Quarter As of Sept 30, 2016	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	TEXAS GULF BANK	$24,378.86	$23,274.20	$0.00	$0.00	($1,104.66)	0.2938%
Pool Cash (City Funds)	WELLS FARGO	$2,506,446.96	$2,540,589.05	$0.00	$0.00	$34,142.09	0.4415%
Pool Cash (City Funds)	FSB - LOUISE	$6,351,524.58	$6,610,245.90	$0.00	$0.00	$258,721.32	0.2511%
Pool Cash (Emergency Funds)	FSB - LOUISE	$453,625.36	$1,500,618.22	$0.00	$0.00	$1,046,992.86	0.5021%
General Account (City Funds)	TEX POOL	$50,069.48	$50,106.75	$0.00	$0.00	$37.27	0.2994%
JPMorgan Chase Bank	CHASE	$217,035.24	$221,906.36	$0.00	$0.00	$4,871.12	0.0000%
Series 2005 Bond Issue	TEX STAR	$191,794.13	$191,942.50	$0.00	$0.00	$148.37	0.3111%
Series 2008 Bond Issue	TEX POOL	$187,681.53	$187,821.23	$0.00	$0.00	$139.70	0.2994%
2013 Debt Issue	LONE STAR	$1,923,418.84	$924,717.64	$0.00	$0.00	($998,701.20)	0.4352%
2015 Bond Issue	WELLS FARGO	$4,502,986.19	$4,505,041.09	$0.00	$0.00	$2,054.90	0.1895%
2015 Debt Issue	WELLS FARGO	$21,583.93	$21,594.10	$0.00	$0.00	$10.17	0.1895%
City Funds Subtotal		**$16,430,545.10**	**$16,777,857.04**	**$0.00**	**$0.00**	**$347,311.94**	
Liquidity Plus Fund (ABLC)	LONE STAR	$50,693.22	$50,748.15	$0.00	$0.00	$54.93	0.4358%
Bank Account (ABLC)	FSB - LOUISE	$226,500.65	$812,708.22	$0.00	$0.00	$586,207.57	0.2426%
Bank Account (ABLC)	TEXAS GULF BANK	$463,377.41	$51,808.92	$0.00	$0.00	($411,568.49)	0.2023%
ABLC Subtotal		**$740,571.28**	**$915,265.29**	**$0.00**	**$0.00**	**$174,694.01**	
Police Seizure Account	TEXAS GULF BANK	$6,616.07	$6,616.07	$0.00	$0.00	$0.00	0.0000%
Drug Investigation Acct	TEXAS GULF BANK	$3,326.27	$3,328.60	$0.00	$0.00	$2.33	0.2817%
Police Special Subtotal		**$9,942.34**	**$9,944.67**	**$0.00**	**$0.00**	**$2.33**	
Hotel/Motel Bank Account	TEXAS GULF BANK	$4,082.58	$4,085.44	$0.00	$0.00	$2.86	0.2818%
Hotel Subtotal		**$4,082.58**	**$4,085.44**	**$0.00**	**$0.00**	**$2.86**	
Total Cash Investments		**$17,185,141.30**	**$17,707,152.44**	**$0.00**	**$0.00**	**$522,011.14**	
				91 Day Treasury Bill			0.2880%

(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
March 31, 2016

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

- The City's current Investment Policy sets an interest rate goal equal to that of a 91 day treasury bill. Most of the City's interest-bearing accounts earned around or above that goal. National interest rates rose, so rates on the City's variable interest accounts rose with them while the fixed-rate accounts did not.

Investment Report
March 31, 2016

- The pool cash accounts fluctuated but increased overall. Primary banking has been transferred to First State Bank for the general fund as well as ABLC.

- The bond issue accounts and governmental pool investments mostly increased through interest while the 2013 debt issue decreased due to payments on projects. The bond issue accounts benefitted from the national interest rate increase as well.

Investment Report
March 31, 2016

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

- The ABLC continues to transfer activity to the new First State Bank account. There was a slight overall fund increase.

- The Police Seizure Account had no overall activity this quarter as no funds were released or seized. No interest is accrued for this account.

Investment Report
March 31, 2016

- The federal government raised interest rates in December 2015 which has affected the accounts with variable interest rates. Some of the City's interest rates are constant regardless of federal rates. These amounts are still comparable to our goal, but movement of funds may occur to take advantage of higher variable interest rates.

- The 91 day Treasury Bill average for the time span was 0.2880%. Most of the interest-bearing accounts were around or above this rate. Those below the rate were mainly accounts with fixed interest rates.

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Consent to purchase 2017 Freightliner Brush Truck

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

REQUESTED BY: Jeff Sifford

Budgeted amount: $90,000.00 **Funds requested: $89,326.00**
Fund: 02-558-601

Attachments: This truck will be used for tree trimming, hauling trash & brush. Picking up big & heavy trash. This will be replacing PW26 & PW73.

Executive Summary: With approval, the truck will be purchased from Houston Freightliner, Inc.

Recommendations: Staff recommends approval to purchase the truck.

Jeff Sifford
Name

April 19, 2016
Date

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT14-06	Date Prepared:	18-Apr

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

Buying Agency:	City of Angleton	Contractor:	Houston Freightliner, Inc
Contact Person:	Jeff Sifford	Prepared By:	Michael McCarthy
Phone:	979-849-0742	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:		Email:	Mike.McCarthy@STRHouston.com

Product Code:	D3	Description:	2017 Freightliner M2-106 70

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	59763

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

Description	Cost	Description	Cost
Cummins ISB 280 HP	2621	Air Cab Mounts	118
Allison 3500 RDS	7146	Front Tow Hooks	99
190" Wheelbase	656	LED Stop/Tail/Turn Lights	123
Bendix AD-9 Air Dryer	290	Air Driver Seat	175
Air Conditioner	850	2 Man Passenger Seat	180
AM/FM Radio	230		
23000 LB Rear Axle	510	16' Brush Body with Hydraulic Hoist	13795
23,000 LB Multi Leaf Rear Suspension	1285		
Adjustable Steering Column	376		
Exterior Front Sun Visor	247		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	28701

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

Description	Cost	Description	Cost
26,000 LB Rear Suspension	856		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	856

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	1%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	89320	=	Subtotal D:	89320

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1500

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

Description	Cost	Description	Cost
One Year Tow Warranty	200		
Discount	-1694		
		Subtotal F:	-1494

Delivery Date:	G. Total Purchase Price (D+E+F):	89326

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Discussion and Possible Action on a request for variances of an 818.45 square foot increase to allowable sign area and an additional 35' in allowable height to the City of Angleton's sign ordinance for Love's Travel Stop.

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

REQUESTED BY: Effective Images, Project Management Company for Love's

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

Attachments: (Attachment description)
Letter requesting Variance to Sign Ordinance

Executive Summary:
Love's Travel Stop is requesting variances to total sign area and height for their free standing sign. Current regulations limit freestanding signs along Hwy 288 to a sign area of 315 square feet and sign height to 65 feet. The Love's/Carl's Jr. development is requesting permission to install a free standing sign with a sign area of 1,133.45 sq. ft. and a sign height of 100 feet. This represents a sign area variance of 818.45 sq. ft. and a sign height variance of 35 ft.

Love's is requesting the variance due to the nature of their business. Love's Travel Stops are specifically designed to serve large trucks. Due to the size and weight of larger trucks, they require a greater distance to safely slow down and/or change lanes to exit the highway. Love's signs are designed to give large trucks ample notice to safely negotiate an exit from the highway to access their facility.

Recommendation:
Staff recommends approval of a variance to allow a total sign area of 1,133.45 sq. ft. and a total sign height of 100 sq. ft. for the Love's Travel Stop located at the intersection of Hwy 288 and FM 523.

Karen Barclay
Name

April 21, 2016
Date

effective images inc.

Angleton, TX – Love's Sign Variance Package

April 7, 2016

Applicant:
Effective Images
211 10th St SW
Watertown, SD, 57201
(Project Management Company)

Owner:
Love's Travel Stops and County Stores
10601 N Pennsylvania
Oklahoma City, OK, 73126

RE: Love's Travel Stop at Hwy 288 & Hwy 523, Southwest Corner
Outdoor Sign Variance Application/Requests

Note of Information: The frontage road for the Love's facility is along FM 523 and is 394 ½' long. To calculate the total square footage of signs that can be placed on buildings one must use the frontage multiplied by 1.5. Therefore 394 ½' x 1.5 =591.75 sq. ft. of allowable wall signage for each business.

Summary of Love's Sign Variance Requests:

1. **Section 21.5-7. Signs 4.3 (ii) & (iii)**
    - Sign code allows for 300 sq. ft. plus 15 sq. ft. per additional business and 65' OAH Hi-Rise Sign
        - There are 2 entities (Love's & Carl's Jr.) therefore allowed 315 sq. ft.
        - Requesting a Hi-Rise freestanding sign that is 100' OAH and 1133.45 sq. ft.
            - This represents a 35' OAH variance for the height of the Hi-Rise
            - This also represents a 818.45 sq. ft. variance for the Hi-Rise

Reasoning & Justification for Love's Sign Variance Requests

1. **Section 21.5-7. Signs 4.3 (ii) & (iii) Freestanding Sign OAH & Sq. Ft.**

We respectfully request an increase in the allowable OAH and Sq. Ft. of the Hi-Rise (Freestanding Sign) to 100' OAH and 1133.45 sq. ft. The code for a Hi-Rise sign allows for 315' sq. ft. and 65' OAH. This represents a variance request of an additional 35' of Overall Height and 818.45 sq. ft. Due to the speed of the traffic on the roads that abut the Love's property and the size of the high profile vehicles that patron Love's facilities the total square feet of 1133.45' is minimally required to give ample time for the drivers to spot the sign, be able to read the sign and then ample time to make safe lane changes and maneuver into the facility. Fully loaded semi-trucks and trailers require 40% longer to stop than an average mid-sized car. A smaller Hi-Rise sign could create unsafe ingress and egress to the property. Please refer to the enclosed United States Sign Council Rules of Thumb book included for additional statically data. (This height has already been approved by the FAA)

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: PUBLIC HEARING ON THE IMPOSITION OF IMPACT FEES FOR COUNTY ROAD 220 DEVELOPMENT

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

REQUESTED BY: Mary Kay Fischer, City Attorney

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

Executive Summary:
Impact fees are a way for a city to charge developers for some of the costs that development places on the infrastructure and recourses of the city. Texas Local Government Code, Chapter 395 provides for the procedures and requirements a municipality must follow to enact an impact fee ordinance.

The first phase of this process has been completed with the adoption of "County Road 220 Development- Capital Improvements and Land Use Assumption Study" on March 22, 2016 pursuant to Ordinance No. 2016-O-3B.

The second phase requires approval of an Impact Fee Study describing water and waste water impact fees for the County Road 220 Development. As required by state law, the Advisory Committee has reviewed the study and timely filed written comments. Proper notice and publication of the public hearing on adoption of Impact Fees identified in Ordinance No. 2016-O-4C has been done, advising members of the public of their right to appear at the hearing and present evidence for or against the plan and the proposed impact fees.

The second phase is concluded upon approval of Ordinance No. 2016-O-4C.

Recommendation:
Conduct Public Hearing as required by law.

Mary Kay Fischer _____ **April 18, 2016**
Name **Date**

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE CR 220 DEVELOPMENT IMPACT FEE STUDY

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

REQUESTED BY: Patti Worfe, Assistant City Manager and Economic Development Director

Attachment: Recommendation letter from CR 220 Advisory Committee
CR 220 Development Impact Fee Study

Executive Summary:

HDR Engineering has prepared an Impact Fee Study for the CR 220 area, a copy of which is attached. The study identifies a water impact fee of $804.30 and a waste water impact fee of $2633.32 per equivalent service unit or ESU.

The Advisory Committee completed its review of the Impact Fee Study on April 11, 2016 and submitted the attached recommendations. The recommendations have been incorporated into the Final copy of the study which is attached.

Recommendation: Next agenda item is Ordinance No. 2016-O-4C, adopting CR 220 water and wastewater impact fees which we recommend approval.

Patti Worfe
Name

April 18, 2016
Date

ANGLETON
Where the Heart is

April 11. 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 Impact Fee Study for the 220 development area.

The only changes made from the original draft were:

1. Change to "Appendix B - Land Use ESU Table" - Land Use Item #67 be changed to include toilets and showers and

2. Change to "Appendix D - Convenience Store/Restaurant Impact Fee Calculation Example" - Sample calculation has been changed to include CR 220 Impact Fee amounts, original includes 288 Impact Fee amounts.

These changes have been incorporated into the attached report for your approval.

Thank you,

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

CR 220 Development

Impact Fee Study

City of Angleton

HDR Job No. 14-070

APRIL 2016

STATE OF TEXAS
JOHN PETERSON
99319
LICENSED
PROFESSIONAL ENGINEER

4/15/16

ANGLETON
Where the Heart is

CITY OF ANGLETON

IMPACT FEE STUDY

FOR

CR 220 DEVELOPMENT

APRIL 2016

ADVISORY COMMITTEE:

John Wright, Chairperson

Oscar Greak, Vice Chairperson

Ronnie Slate

Gary Bullard

Paul O'Farrell

Donnie Peltier

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

Patti Worfe, Assistant City Manager/ Economic Development Director

Shelly Deisher, City Secretary

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Exhibits

Exhibit A – Land Use Assumption Map

Exhibit B – Wastewater CIP Map

Exhibit C – Water CIP Map

Appendix

Appendix A – Construction Cost Estimates

Appendix B – Land Use ESU Table

Appendix C –Water Meter ESU Table

Appendix D – Convenience Store/Restaurant Impact Fee Calculation Example

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) and Land Use Assumptions (LUA). The City of Angleton has retained HDR to provide professional services in order to satisfy all requirements of imposing impact fees to new development outlined in the recently performed Capital Improvements Plan and Land Use Assumption Study (CIP AND LUA Study) to implement impact fees for water and wastewater improvements for an area along CR 220 between SH 288 and SH 288 Business (See Exhibit A).

The fees outlined in the study are determined in accordance to Local Government Code, Chapter 395 – "*Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*". Under Chapter 395, there are numerous requirements that shall be met in order for impact fees to be properly and lawfully assessed. Municipalities and other political subdivisions may assess or impose a charge to new development as to recoup funds spent on capital improvements projects directly resulting from construction of capital improvements or facility expansions to the new development.

1.2 Project Background

In order to accommodate future development, the City of Angleton is currently planning and designing improvements for the undeveloped areas along CR 220 between SH 288 and SH 288 Business. As a result of expanding water/ wastewater facilities and service to these areas, the City may recover associated costs used to fund the improvements by means of impact fees. Local Government Code requires that critical steps be followed prior to imposing the fees as well as steps thereafter to update and create impact fees concurrent to the CIP (Refer to Chapter 395.041 to 395.043 and 395.052).

The area consists of approximately 694 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"). The calculated impact fees included in this study were determined based on the following methodology and criteria listed in the Local Government Code:

C1. Land Use Assumption – *Approved and adopted on March 22, 2016*
C2. Capital Improvements Plan - *Approved and adopted on March 22, 2016*
C3. Land Development and Water Meter Size – *Taken from Appendix B and C*
C4. Impact Fee Analysis – *Developed throughout this report*

In general, this methodology shall be used to create and update impact fees for water/wastewater CIP.

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."* Local Government Code Section 295.001(9).

The area being considered for this study is shown in Exhibit "A", approximately 694 acres, and is within the corporate boundaries or extraterritorial jurisdiction of the City of Angleton. A majority of the area is undeveloped. It was determined by the Advisory Committee in the Land Use Assumption portion that the expected development in the service area was light industrial with some single family residential. This area will require City service identified in the CIP shown in Exhibits "B" and "C" of this study.

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."* Local Government Code Section 395.001(5)

The land use assumptions for this area take into consideration currently planned development in the proposed service area. The CR 220 area is currently 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 use which traditionally has a lower utility demands than residential development. However, it is anticipated that a portion of the service area will be developed as single family residential. In the CIP, the assumption was made that the future development and land usage in the proposed service area will remain the same and is expected to be comprise of single family residential, and light industrial use.

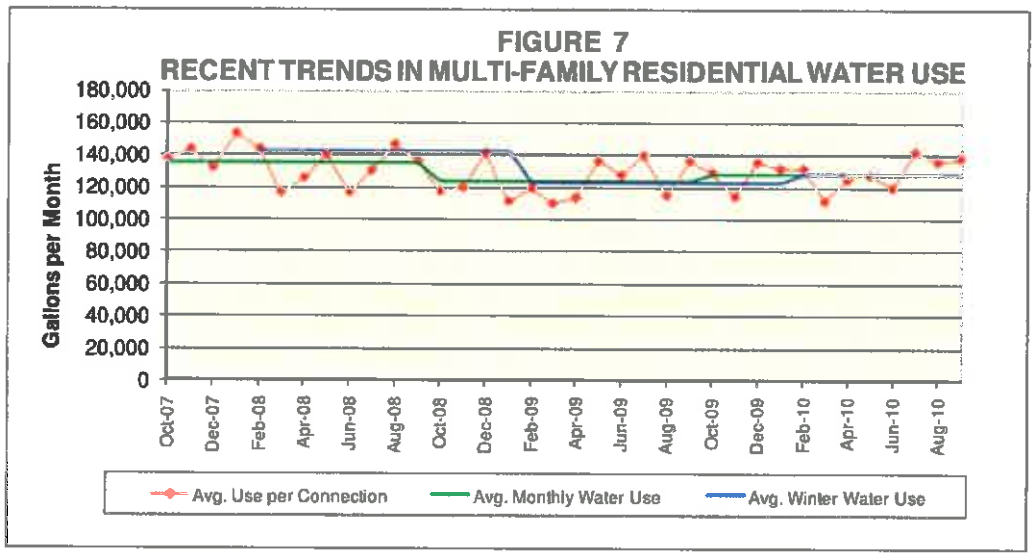
2.3 Service Unit Projections

A Service Unit or equivalent service unit (ESU) 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."* Local Government Code Section 395.001(10).

The service unit projections for the service area have been calculated based on the following assumptions:

Water

The ESU for water was determined by using and modifying a flow rate presented in a document prepared by HDR in 2011 called Water and Wastewater Utilities Integrated Financial Planning Model. Based on that model, water usage historically seen in the City is approximately 233 gallon per day (gpd) per connection average summer rate. See chart from the previously referenced study below:



HDR compared the estimated 233 gpd ESU to surrounding municipalities and TCEQ standards. It was found that this number was lower than what was traditionally expected for a City Therefore an assumption of an ESU of 300 gpd was used for water which is more in line with what is expected.

Sewer

The ESU for sanitary sewer can not be established in the same manner. Sanitary sewer services are not metered to verify the amount of sewage collected per house. However, it can be determined from the ESU for water. HDR utilized an engineering industry standard of 80%-85% sewer return rate in areas with low yard sprinkler usage. Therefore, the ESU for sanitary sewer is estimated at 250 gpd.

Total Available Equivalent Service Units

In order to develop land in the proposed service area both water and sewer service must be available. The number of total available equivalent service units will be set at the limiting ESUs (either water or sanitary sewer). The sanitary sewer will be the limiting factor for this service area. The ultimate allowable wastewater flow that was identified in the accepted CIP for this service area was a peak flow (peaking factor of 4) of 2,246,400 gpd. The below calculations were performed to determine the total available ESUs in the service area:

Pumping Capacity based on wet well sizing,

$1{,}560\ gpm\ (peak\ flow),\ convert\ to\ gpd = 1{,}560\ gpm \times 1{,}440\ min/day = 2{,}246{,}400\ gpd\ (peak\ flow)$

Convert to average daily flow ,

$\frac{2{,}246{,}400\ gpd\ (peak\ flow}{4\ (peaking\ factor)} = 561{,}600\ gpd\ (average\ daily\ flow)$

Determine Approximate Total Available ESUs,

1 ESU_{san} = 250 gpd, Total Available $ESU_{san} = \frac{561{,}600 gpd}{250 gpd} = 2{,}246\ ESU_{san}$

Using Optimization,

160 ac of residential produces approximately 640 ESUs,

$(160ac \times 4\frac{connections}{ac} \times 250\frac{gpd}{connection}$ = 160,000 gpd residential, $\frac{160{,}000 gpd}{250\ gpd\ per\ ESU} = 640\ ESU_{san}\ Connections$

534 ac of light industrial produces approximately 1,602 ESUs,

$(534ac \times 3\frac{connections}{ac} \times 250\frac{gpd}{connection}$ = 400,500 gpd light industrial, $\frac{400{,}500 gpd}{250\ gpd\ per\ ESU} = 1{,}602\ ESU_{san}\ Connections$

Approximate Total Number of Connections: 2,242 ESU_{san}

Therefore, there are is an approximate available total of ESU Connections for water and wastewater of 2,242 ESU_{san}.

2.4 Service Unit Calculation

The amount of ESUs will be based on the higher of two calculations. The two calculations are based on Land Use and Water Meter size for a proposed development. Each calculation is explained below and a sample calculation for a Convenience Store/Restaurant development is attached as Exhibit D.

Land Use

The amount of Land Use ESUs will be based on the type of land use in the proposed development. Appendix B establishes a "Service Unit Equivalency" for different types of development (or land uses). The Service Unit Equivalency number is then multiplied times the development's land use factor identified in Appendix B under the "Per" column. If multiple land uses are included in a proposed development, the Land Use ESU calculation is applied to each type of land use and added together to determine the Land Use ESU's assigned to the development.

Water Meter

The amount of Water Meter ESUs will be based on the size of the water meter required to provide service to the proposed development. The amount of ESUs assigned to each meter size is provided in Appendix C. If multiple meters are required to serve a proposed development, the ESUs assigned to each meter shall be added together to determine the Water Meter ESUs assigned to the development. Since the total number of ESUs available is limited by sewer capacity, irrigation meters shall not be included in the Water Meter ESU calculation.

3.0 Impact Fee Calculation

The maximum impact fee per service unit according to Local Government Code shall not exceed the amount that is calculated by dividing the capital improvement cost by the total number of service units associated with the new development. Therefore, the impact fees related to the CIP for the CR 220 area has been calculated in a matter that satisfies the Local Government Code.

The proposed improvements identified in the accepted CIP are just the back bone of the distribution or collection system. As the service area develops, other improvements (water and sewer) not included in the CIP will be installed as part of the development of the property. The cost for these additional improvements will be paid by the developers and the City may not participate in these costs. These costs are not included in the impact fee for the service area shown.

The impact fee calculation also includes costs as a result of interest as well as additional updating fees. The interest cost calculated was based on 3.50%. Based on the CIP cost, this results in an interest cost total of $1,713,163. The cost associated with the interest was distributed among the wastewater and water impact fees based on the CIP cost associated with each impact fee. This resulted in a distribution of 76.60% of the interest cost being applied to wastewater impact fees and 23.40% of the interest cost being applied to water impact fees. Costs were also applied to the impact fees which include the Impact Fee Study cost and two Impact Fee Study 5-year Update cost. The administration costs were distributed 50/50 since the report is administrative and pertains to both impact fees equally.

The fees for professional services (engineering, survey, geotechnical, material testing, etc.) that are included in the CR 220 Lift Station and Sanitary Improvements portion in the CIP will be separated out into the percentages of water and sewer construction cost (90.33% sanitary sewer and 9.67% water).

3.1 Wastewater Impact Fee

The CIP identified and planned for improvements based on potential development for the CR 220 area. The wastewater impact fee is calculated below:

Wastewater Impact Fee (Wastewater Improvements)	
Wastewater Improvements	
CR 220 Lift Station and Sanitary Improvements Total Cost	$1,915,815
Less Water Distribution Items (including Professional services)	*($185,345)*
CR 220 Lift Station and Sanitary Improvements Applied Cost (Wastewater) =	$1,730,470
CR 220 Future Improvements Applied Cost (Wastewater)	$2,847,390
Total Estimated Cost of Wastewater Improvements =	**$4,577,860**
Interest and Administrative Cost	
Interest Cost Total[1]	$1,713,163
Less Interest Cost for Water @23.40% of Interest Cost Total	*($400,827)*

Impact Fee Study Cost	$28,500
Less Impact Fee Study Cost for Water @50% of Impact Fee Study Cost	*($14,250)*
Impact Fee Study 5-year Update Cost[2]	$20,000
Less Impact Fee Study 5-year Update Cost for Water @50% of Impact Fee Study 5yr Cost	*($10,000)*
Total Estimated Interest and Administrative Cost	**$1,336,586**
Total Estimated Cost of Wastewater Improvements + Interest and Administrative Cost	**$5,914,446**
Total Calculated Service Unit Connections	**2,246**
Total Cost Per Unit Connection	**$2,633.32**

[1]Interest Total Cost is calculated by using the Interest Rate of 3.50%

[2]Estimated @ $10,000 per study for 2 studies

3.2 Water System Impact Fee

Water impact fees have been based on the CIP for the CR 220 area which includes water distribution. Water impact fee is calculated below:

Water Impact Fee (Water Improvements)	
Water Improvements	
CR 220 Lift Station and Sanitary Improvements Total Cost	$1,915,815
Less Wastewater Distribution Items (including Professional services)	*($1,730,470)*
CR 220 Lift Station and Sanitary Improvements Applied Cost (Water) =	$185,345
CR 220 Future Improvements Applied Cost (Water)	$1,196,030
Total Estimated Cost of Water Improvements =	**$1,381,375**
Interest and Administrative Cost	
Interest Cost Total[1]	$1,713,163
Less Interest Cost for Wastewater @76.60% of Interest Cost Total	*($1,312,336)*
Impact Fee Study Cost	$28,500
Less Impact Fee Study Cost for Wastewater @50% of Impact Fee Study Cost	*($14,250)*
Impact Fee Study 5-year Update Cost[2]	$20,000
Less Impact Fee Study 5-year Update Cost for Wastewater @50% of Impact Fee Study 5-yr Cost	*($10,000)*
Total Estimated Interest and Administrative Cost	**$425,077**
Total Estimated Cost of Water Improvements + Interest and Administrative Cost	**$1,806,452**
Total Calculated Service Unit Connections	**2,246**
Total Cost Per Unit Connection	**$804.30**

[1]Interest Total Cost is calculated by using the Interest Rate of 3.50%
[2]Estimated @ $10,000 per study for 2 studies

As previously stated, the amount of ESUs will be the same amount (1:1 ratio of ESUs). Therefore, the impact fee for the service area will be the combined amount of $3,437.62 per ESU.

3.3 Impact Fee Summary

Proposed development in the projected 694 acre service area is assumed to be consistent with currently plan development which is single family residential, commercial or light industrial. The City will assess an impact fee amount to aid in the development in the service area. The amount of water and wastewater available ESUs for this service area is 2,246 of each. The ESU for water and wastewater for proposed development will be the same amount (1:1 Ratio of ESU) and will be determined as outlined in Section 2.4 of this study. The amount to be charged for each ESU will be $3,437.62.

4.0 Impact Fee Administration

4.1 Plan for Awarding Credits

The City does not plan to use any ad valorem tax revenues during the program period for the payment of improvements. In the event that the City uses any utility service revenues for the payment of improvements, including the payment of debt, then in that event the City will provide a credit to the impact fee for that portion of the revenue generated by the new service units. (Tex. Loc. Gov't Code 395.014(a)(7))

In accordance with Section 395.014 (a)(7) of the Texas Local Government Code, the City adopts the following plan for awarding a credit for that portion of ad valorem tax and utility service revenues generated by new service unit areas in the impact area during the program period used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan. Although the City will guarantee payment of the water and sewer improvements, including the payment of debt, with ad valorem tax revenues, the City does not intend to use any ad valorem tax revenues to pay for the capital improvements or debt related to the capital improvements in the CR 220 Impact Fee Area shown in Exhibit A. Rather, the City plans to use revenues from impact fees and infrastructure improvement fees only for the payment of the improvements and debt. The City has previously collected from property owners within the Impact Fee Service Area monies for the extension of water and sewer service to the area. The City plans to use these previously collected impact fees, future impact fees collected from service area, and existing water and sewer funds, for the construction of the improvements and debt. To obtain additional revenues for the payment of the improvements and debts, the City plans to assess each user account in the City a monthly "Infrastructure Improvement Fee" which would be deposited in a Special Fund. User accounts in Impact Fee Area will not be charged the Infrastructure Improvement Fee while a debt payment is still being made or for which capital improvements have not been completed. For example, the City currently has approximately 6,500 non-impact fee area utility user accounts; if the City needs additional revenue and each user account is

assessed $2.00 monthly, then the City would generate $156,000 per year for payment of improvements and debt. The City will credit any utility user in Impact Fee Area 1 for any Infrastructure Improvement Fee or Ad Valorem Tax revenue collected from such utility user and used for the payment of improvements or debts included in the capital improvements plan for the Impact Fee Area.

4.2 Calculation of Impact Fees

Section 3 of this study summarizes the capital costs associated with providing new service for each respective utility. Calculations for each impact fee was created by using a 1:1 ratio in which the maximum wastewater impact fee is $2,633.32 per ESU and the maximum water impact fee is $804.30 per ESU.

4.3 Collection of Impact Fees

The City will adopt an ordinance that will allow them to assess an impact fee for future development in the service area as outlined in this impact fee study. The City will coordinate with potential developers to discuss potential demands the planned development will have on the service area. The City will calculate impact fees and will assess them to the future development. This fee amount shall be paid to the City prior to development commencing.

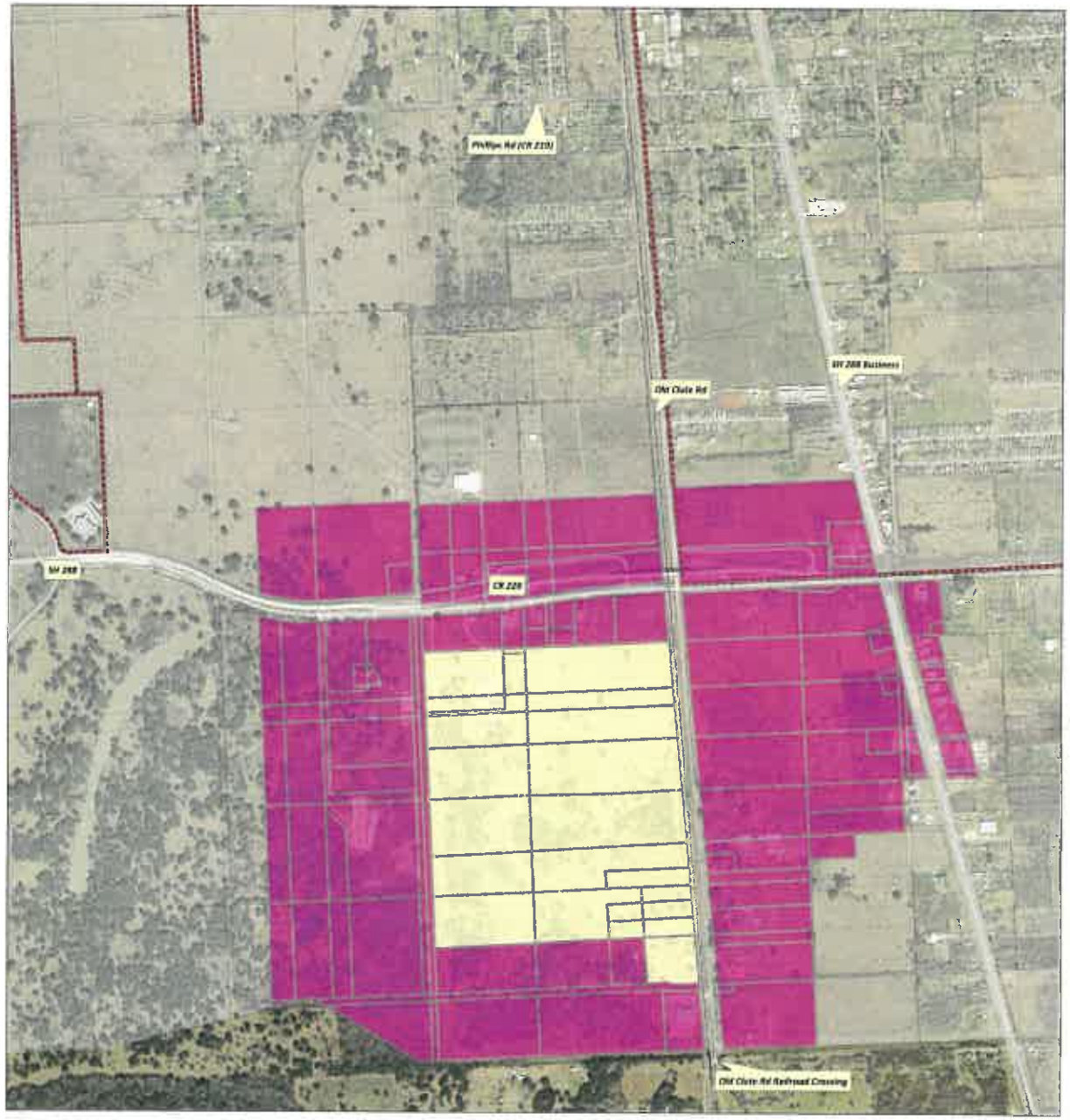
4.4 Advisory Committee Actions and Recommendations

The Impact Fee Advisory Committee has reviewed the Local Government Code Guidelines and Impact Fee Study and recommends the following:

- The Land Use Assumption and Capital Improvements Plan outlining the maximum fee calculations are consistent with State Law and good engineering practices.
- The Advisory Committee finds the data and methodology underlying the maximum impact fee calculation are acceptable for City use.
- The Advisory Committee finds the data and methodology used in calculating the maximum fee amounts below are reasonable for imposing:

MAXIMUM FEE CALCULATIONS	
Wastewater Impact Fee per ESU	$2,633.32
Water Impact Fee per ESU	$ 804.30
Total Combined Fee per ESU	$3,437.62

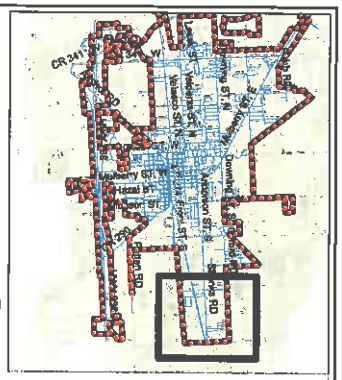
- The Advisory Committee recommends the Impact Fee in the amount of $3,437.62 be used per ESU.



Legend

Land Use

- SF Residential
- Light Industrial
- Parcels Outside Service Area
- Railroads
- City Limits



VICINITY MAP
(NOT TO SCALE)

NOT TO SCALE

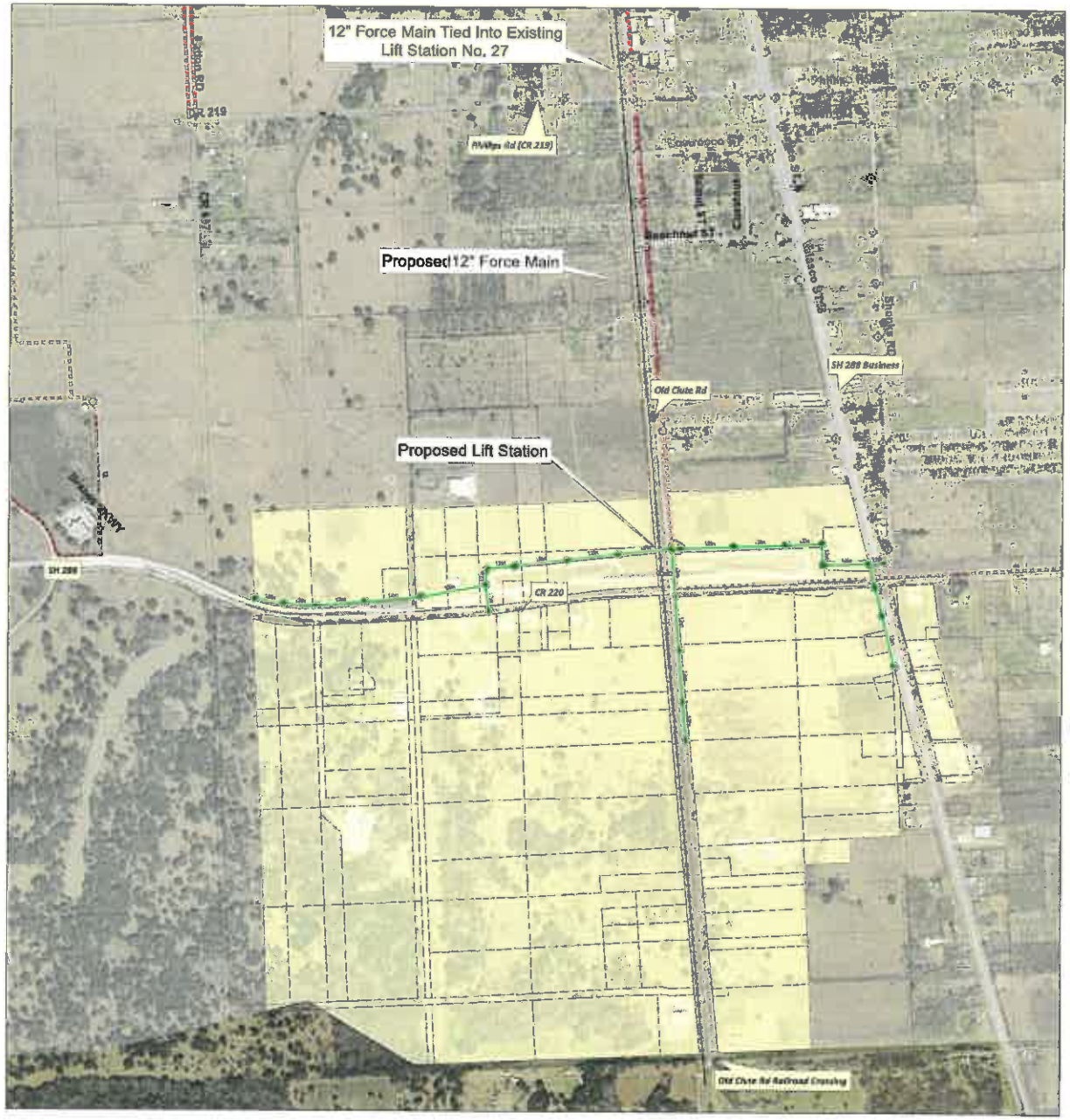
Exhibit A

ANGLETON
Where the Heart is

10-Yr Plan
2015 - 2025

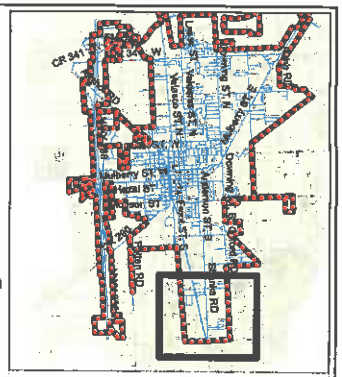
City of Angleton

Impact Fee Exhibit
Land Use Assumption Map
CR 220 Development



Legend

- Proposed Manhole
- Proposed Lift Station
- Proposed Gravity Sanitary Sewer
- Proposed Force Main
- CR 220 Improvements Service Area
- Parcels Outside Service Area
- Railroads
- City Limits



VICINITY MAP
(NOT TO SCALE)

NOT TO SCALE

Exhibit B

ANGLETON
Where the Heart is

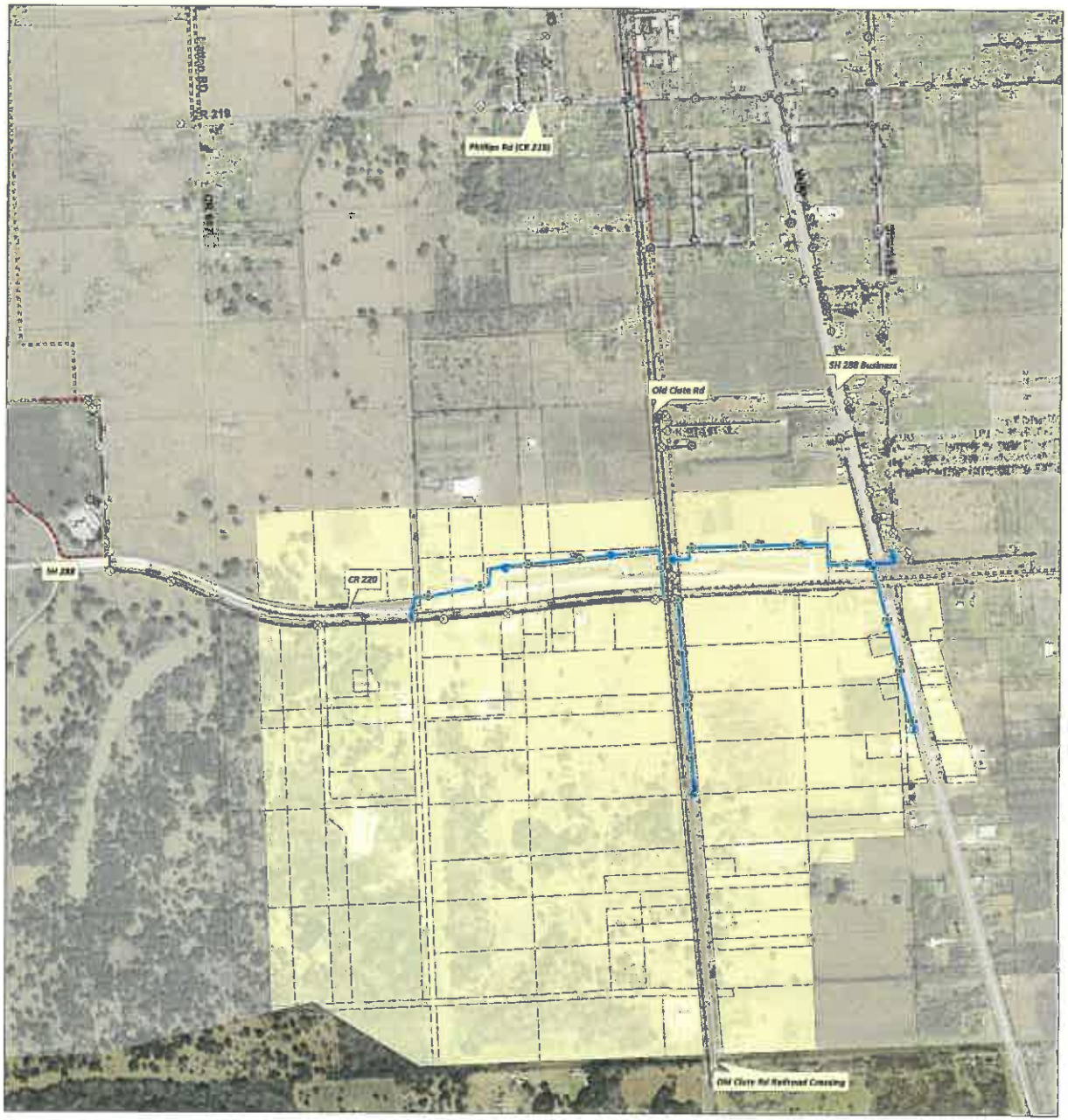
10-Yr Plan
2015 - 2025

City of Angleton

Impact Fee Exhibit

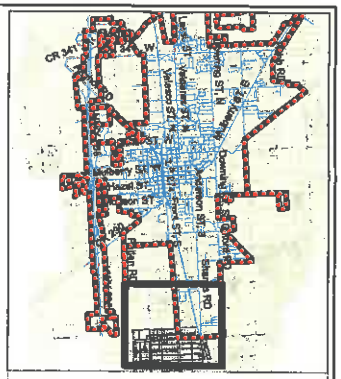
Sanitary Sewer Improvements

CR 220 Development



Legend

- Proposed Fire Hydrant
- Proposed Water Valve
- Proposed Waterline
- Existing Fire Hydrant
- Existing Water Valve
- Existing Water Main
- Railroads
- CR 220 Improvements Service Area
- Parcels Outside Service Area
- City Limits



VICINITY MAP
(NOT TO SCALE)

NOT TO SCALE

Exhibit C

ANGLETON
Where the Heart is

10-Yr Plan
2015 - 2025

City of Angleton

Impact Fee Exhibit
Water Improvements
CR 220 Development

APPENDIX A

CR 220 Future Wastewater Improvements

Capital Improvements Project
City of Angleton

Construction Cost Estimate (Wastewater Improvements)

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	12" PVC sanitary sewer ASTM D3034 SDR26, 12' - 16' depth	L.F.	3,020	***$170.00***	***$513,400***
2	12" PVC sanitary sewer ASTM D3034 SDR26, greater than 16' depth	L.F.	3,770	***$205.00***	***$772,850***
3	20" Steel Casing w/12" PVC Sanitary Sewer, by Auger	L.F.	550	***$280.00***	***$154,000***
4	20" Steel Casing w/12" PVC Sanitary Sewer, by Dry Auger	L.F.	120	***$350.00***	***$42,000***
5	4-foot dia. Sanitary Sewer Manhole	EA.	20	***$8,500.00***	***$170,000***
6	Installation and upgrade of new pump	EA.	1	***$20,000.00***	***$20,000***
Construction Cost					$1,672,250
Miscellaneous Items (25%)					$418,070
Total Estimated Construction Cost					$2,090,320
*Survey					$33,000
*Geotechnical					$26,500
*Design Phase Engineering					$159,500
[1]Bid Phase Engineering					$8,000
*Electrical Design					$10,000
*Coordination with Railroad Company					$5,000
*Construction Administration					$29,500
*Material Testing					$5,000
*Reproduction					$6,000
Total Estimated Design Fees					**$282,500**
Contingency (20%)					**$474,564**
ESTIMATED BUDGET COST:					**$2,847,390**

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

[1]Assumption for Bid Phase Engineering is based on two (2) bid packages. Cost will increase if project is completed in more than two (2) phases.
[2]Estimate does not include cost for easements, plats, and metes and bounds that may need to be aquired.
* Budgetary Amounts

APPENDIX A

CR 220 Future Water Improvements

Capital Improvements Project

City of Angleton

Construction Cost Estimate (Water Improvements)

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	12" PVC C-900 DR 18 Waterline	L.F.	5410	*$60.00*	*$324,600.00*
2	20" Steel Casing including spacers, w/12" C-900 RJ Certa-Lok DR 18 Waterline (Auger)	L.F.	350	*$280.00*	*$98,000.00*
3	12" C-900 DR 18 Waterline (Auger)	L.F.	975	*$170.00*	*$165,750.00*
4	12" GV & Box	E.A.	7	*$2,600.00*	*$18,200.00*
5	Fire Hydrant Assembly including 6" GV & Box, and 6" lead	E.A.	13	*$4,800.00*	*$62,400.00*
6	12" Wet connection	E.A.	4	*$2,600.00*	*$10,400.00*

Construction Cost:	$679,350.00
Miscellaneous Items (25%):	$169,840.00
Total Estimated Construction Cost:	**$849,190.00**
*Survey:	$30,000.00
*Geotechncal:	$12,000.00
*Design Phase Engineering:	$72,300.00
[1]Bid Phase Engineering:	$8,000.00
*Construction Administration:	$14,200.00
*Material Testing	$5,000.00
*Reproduction	$6,000.00
Total Estimated Design Fees:	**$147,500.00**
Contingency (20%)	**$199,338**
ESTIMATED BUDGET COST:	**$1,196,030**

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

[1]Assumption for Bid Phase Engineering is based on two (2) bid packages. Cost will increase if project is completed in more than two (2) phases.

[2]Estimate does not include cost for easements, plats, and metes and bounds that may need to be aquired.

* Budgetary Amounts

APPENDIX A

City of Angleton
CR 220 Lift Station and Sanitary Improvements

ITEM NO.	ITEM DESCRIPTION	UNIT QUAN.	UNIT	LOW BIDDER MATULA & MATULA CONSTRUCTION, INC. UNIT PRICE	TOTAL AMOUNT
	LIFT STATION AND FORCE MAIN ITEMS				
1	Furnish and install new 12-ft dia. concrete wet well, reinforced 15-in thick concrete top, reinforced concrete bottom, and reinforced concrete seal slab by caisson construction, two (3) new submersible Flygt pumps (Model Flygt NP 3153 MT 3) w/ 20 HP motor including but not limited to: guide rails, piping, header, fittings, hatch, hand hole, valves, concrete step, controls, venting system, transducers and float, Electrical System Installation - (Provide and install all work shown on plans and described in specifications including as follows: Provide and install pump control panel, lighting and receptacles, pump motor feeders and terminal boxes, electrical service equipment, autosensory controls, solid-state controller, sensaphone autodialer, and all required appurtenances) as shown on plans and as described in specifications for a complete operating system, complete in place, the sum of:	1	LS	$ 530,200.00	$ 530,200.00
2	Pump Controller Programming - Include an "allowance" for controller programming per Section 16904 – "Controller," for a lump sum of:	1	LS	$ 7,500.00	$ 7,500.00
3	Electric Service - Include an "Allowance" for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider for a lump sum of:	1	LS	$ 20,000.00	$ 20,000.00
4	Dewatering for wet well including all material, pumps, and restoration, complete in place, the sum of:	1	LS	$ 25,000.00	$ 25,000.00
5	Dewatering for manhole including all material, pumps, and restoration, complete in place, the sum of:	7	EA	$ 2,500.00	$ 17,500.00
6	Furnish and install new 6-foot dia sanitary sewer manhole, including connection to wet well, ring and cover, and manhole drop as shown on plans, complete in place, the sum of:	2	EA	$ 31,733.40	$ 63,466.80
7	Furnish and install 8-in thick concrete site paving including site grading, 12-in cement stabilized sand, remove and dispose of existing fill, and perimeter fill and grading as shown on plans, complete in place, the sum of:	150	S.Y.	$ 125.00	$ 18,750.00
8	Furnish and install new 6-in reinforced concrete curb on new paving, as shown on plans, complete in place, the sum of:	133	L.F.	$ 16.20	$ 2,154.60
9	Furnish and install 4" reinforced concrete flume from lift station, as shown on plans, complete in place, the sum of:	1	EA	$ 801.20	$ 801.20
10	Furnish and install 6-in thick reinforced concrete driveway, including reinforcement, doweling, epoxy, joints, finishing and curing, and transition header, as shown on plans, complete in place, the sum of:	33	S.Y.	$ 78.50	$ 2,590.50
11	Furnish and install 12-inch PVC C-900 DR 18 sanitary sewer force main, all fittings, by auger construction, including connection to existing collection manhole, as shown on plans, complete in place, the sum of:	4,554	L.F.	$ 80.20	$ 365,230.80
12	Furnish and install 20-in steel casing with 12-inch PVC C-900 DR 18 sanitary sewer force main, all fittings, by auger method, as shown on plans, complete in place, the sum of:	65	L.F.	$ 180.40	$ 11,726.00
13	Furnish and install non-freeze hose bib, including backflow preventer, bollards, as shown on plans, complete in place, the sum of:	1	LS	$ 6,500.00	$ 6,500.00
14	Furnish and install 1-inch PVC C900 water service, including all bends and fittings, as shown on plans, complete in place, the sum of:	1	LS	$ 2,400.00	$ 2,400.00
15	Furnish and install combination air release and vacuum valve with manhole, complete in place the sum of:	1	EA	$ 4,669.20	$ 4,669.20
16	Furnish and install Raven 405 Epoxy, 100 mils thick, coating as shown on plans, complete in place, the sum of:	2,020	S.F.	$ 12.00	$ 24,240.00
17	Furnish and install 6-ft chain link fence w/ three (3) strand barbed wire intruder-resistant fence, post foundation, steel posts, PVC slats, rolling gate and all accessories, as shown on the plans, complete in place, the sum of:	145	L.F.	$ 58.00	$ 8,410.00
18	Trench Safety for force main, all depths, complete in place, the sum of:	700	L.F.	$ 1.50	$ 1,050.00
	TOTAL LIFT STATION AND FORCE MAIN ITEMS:				**$ 1,112,189.10**
	SANITARY SEWER ITEMS				
19	Furnish and install 12-in PVC sanitary sewer pipe ASTM D2241 SDR26, 12' - 16' depth, including bedding and backfill, complete in place, the sum of:	605	L.F.	$ 150.40	$ 90,992.00
20	Furnish and install 12-in PVC sanitary sewer pipe ASTM D2241 SDR26 greater than 16' depth, including bedding and backfill, complete in place, the sum of:	1,324	L.F.	$ 204.70	$ 271,022.80
21	Furnish and install 12-in PVC sanitary sewer pipe ASTM D2241 SDR26 all depths, by auger method, complete in place, the sum of:	40	L.F.	$ 94.50	$ 3,780.00
22	Furnish and install 24-in PVC sanitary sewer pipe ASTM D2241 SDR26, including bedding and backfill, as shown on the plans, complete in place, the sum of:	27	L.F.	$ 269.80	$ 7,284.60
23	Furnish and install sanitary sewer manhole, all depths, complete in place, the sum of:	5	EA.	$ 8,238.00	$ 41,190.00
24	SWPPP, as shown on the plans, complete in place, the sum of:	1	LS	$ 20,724.00	$ 20,724.00
25	Trench Safety for sanitary sewer, all depths, complete in place, the sum of:	1,996	L.F.	$ 2.00	$ 3,992.00
	TOTAL SANITARY SEWER ITEMS:				**$ 438,985.40**

APPENDIX A

City of Angleton
CR 220 Lift Station and Sanitary Improvements

ITEM NO.	ITEM DESCRIPTION	UNIT QUAN.	UNIT	LOW BIDDER MATULA & MATULA CONSTRUCTION, INC. UNIT PRICE	TOTAL AMOUNT
	WATERLINE ITEMS				
26	Furnish and install 12-inch PVC C-900 DR18 CL 235, all fittings, by open-cut construction as shown on plans, complete in place, the sum of:	1,971	L.F.	$ 36.40	$ 71,744.40
27	Furnish and install 12-inch PVC C-900 DR18 CL 235, all fittings, by auger construction as shown on plans, complete in place, the sum of:	40	L.F.	$ 118.30	$ 4,732.00
28	Furnish and install 20-in steel casing with 12-in PVC water pipe C900 DR18 CL 235, by auger construction, including bends, fittings, disinfection and pressure test, complete in place, the sum of:	132	L.F.	$ 157.40	$ 20,776.80
29	Furnish and install 12-in GV & box, complete in place, the sum of:	3	EA.	$ 2,162.40	$ 6,487.20
30	Furnish and install 12-in wet connection, complete in place, the sum of:	1	EA.	$ 2,056.00	$ 2,056.00
31	Furnish and install fire hydrant assembly, including gate valve and hydrant lead, complete in place the sum of:	4	EA.	$ 3,616.40	$ 14,465.60
32	Furnish and install 12" cap and plug, complete in place, the sum of:	1	EA.	$ 323.70	$ 323.70
33	Trench Safety for waterline, all depths, complete in place, the sum of:	1,996	L.F.	$ 1.00	$ 1,996.00
34	**TOTAL WATERLINE ITEMS**				**$ 122,581.70**
35					
36	**SUPPLEMENTAL ITEMS**				
37	Extra Bank Sand, complete in place, the sum of:	20	CY	$ 16.20	$ 324.00
38	Extra Cement Stabilized sand, complete in place, the sum of:	20	CY	$ 41.70	$ 834.00
39	Well pointing system, complete in place, the sum of:	1,970	L.F.	$ 34.30	$ 67,571.00
40	Install and removal of piezometer, complete in place, the sum of:	5	EA.	$ 599.80	$ 2,999.00
41	Brace, support, and protect light/power pole, complete in place, the sum of:	3	EA.	$ 1,015.30	$ 3,045.90
42	Wet condition bedding for 6" - 24" san. swr., complete in place, the sum of:	200	L.F.	$ 57.60	$ 11,520.00
	TOTAL SUPPLEMENTAL ITEMS				**$ 86,293.90**
	ADD ALTERNATE NO. 1 - DRAINAGE IMPROVEMENTS ITEMS				
43	Furnish and install 30" RCP storm sewer, including bedding and backfill, complete in place, the sum of:	530	L.F.	$ 91.40	$ 48,442.00
44	Furnish and install Type 'A' storm sewer inlet, all depths, including frame and grate, complete in place, the sum of:	2	EA	$ 3,205.00	$ 6,410.00
45	Furnish and install storm sewer 5'x5' junction box, all depths, complete in place, the sum of:	2	EA	$ 3,444.90	$ 6,889.80
46	Furnish and install storm sewer manhole, all depths, including ring and cover, complete in place, the sum of:	1	EA	$ 3,468.90	$ 3,468.90
47	Precast Safety End Treatment (30"), including pipe runners, complete in place, the sum of:	2	EA	$ 2,849.10	$ 5,698.20
48	Trench Safety for storm sewer, all depths, complete in place, the sum of:	530	L.F.	$ 1.00	$ 530.00
	TOTAL ADD ALTERNATE NO. 1 - DRAINAGE IMPROVEMENTS ITEMS:				**$ 71,438.90**
	ADD ALTERNATE NO. 2 - WATERLINE EXTENSION ITEMS				
49	Furnish and install 8-inch PVC C-900 DR18 CL 235, all fittings, by auger construction as shown on plans, complete in place, the sum of:	25	L.F.	$ 82.70	$ 2,067.50
50	Furnish and install 12-inch PVC C-900 DR18 CL 235, all fittings, by open-cut construction as shown on plans, complete in place, the sum of:	125	L.F.	$ 82.70	$ 10,337.50
51	Furnish and install 12-inch PVC C-900 DR18 CL 235, all fittings, by auger construction as shown on plans, complete in place, the sum of:	24	L.F.	$ 90.30	$ 2,167.20
52	Furnish and install 20-in steel casing with 12-in PVC water pipe C900 DR18 CL 235, by auger construction, including bends, fittings, disinfection and pressure test, complete in place, the sum of:	170	L.F.	$ 155.30	$ 26,401.00
53	Furnish and install 8-in GV & box, complete in place, the sum of:	1	EA.	$ 1,200.50	$ 1,200.50
54	Furnish and install 8-in wet connection, complete in place, the sum of:	1	EA.	$ 893.30	$ 893.30
55	Remove and reset existing street sign, complete in place, the sum of:	1	EA.	$ 332.20	$ 332.20
56	Trench Safety for waterline, all depths, complete in place, the sum of:	160	L.F.	$ 1.00	$ 160.00
	TOTAL ADD ALTERNATE NO. 2 - WATERLINE EXTENSION ITEMS:				**$ 43,559.20**
	LIFT STATION AND FORCE MAIN ITEMS				$ 1,112,189.10
	SANITARY SEWER ITEMS				$ 438,985.40
	WATERLINE ITEMS				$ 122,581.70
	TOTAL BASE BID AMOUNT				$ 1,673,756.20
	ADD ALTERNATE NO. 2				$ 43,559.20
	TOTAL BASE BID AMOUNT + ADD ALTERNATE NO. 2				$ 1,717,315.40
	TOTAL CONTRACT AMOUNT (ENGINEERING DESIGN)				$ 198,500.00
	TOTAL PROJECT COST (LESS ADD ALTERNATE NO. 1 and SUPPLEMENTAL ITEMS)				$ 1,915,815.40

Appendix B – Land Use ESU Table

LINE NO.	TYPE OF DEVELOPMENT	SERVICE UNIT EQUIVALENCY[1]	PER
1	BAKERY	0.000847	SQUARE FOOT
2	BANQUETHALL	0.019239	OCCUPANT
3	BARBER SHOP, GENERAL	0.580800	BOWL
4	BEAUTY SHOP	0.580800	BOWL
5	BOWLING ALLEY	0.768350	LANE
6	CAR REPAIR	0.000194	SQUARE FOOT
7	CARWASH, TUNNEL, SELF SERVE	7.683500	CARWASH
8	CARWASH, TUNNEL, W/ATTENDANT	38.030300	CARWASH
9	CARWASH, WAND TYPE, SELF SERVE	1.476200	CARWASH BAY
10	CHURCH	0.003872	SEAT
11	CLUB, TAVERN, OR LOUNGE	0.038357	OCCUPANT
12	CONVENIENCE STORE	0.000242	SQUARE FOOT
13	COUNTRY CLUB	0.387200	MEMBER
		0.096800	GUEST
14	DANCE SCHOOL/ STUDIO	0.038357	OCCUPANT
15	DAY CARE CENTER	0.038357	OCCUPANT
16	DELI – FYING/COOKING	0.003025	SQUARE FOOT
17	DELI – SANDWICH ONLY	0.000847	SQUARE FOOT
18	DORMITORY	0.346060	BED
19	FELLOWSHIP HALL	0.003872	OCCUPANT
20	FIRESTATION	0.346060	OCCUPANT
21	FITNESS CENTER -FREE STANDING	0.001464	SQUARE FOOT
22	FITNESS CLUB -WITHIN THE SHOPPING CENTER	0.038357	OCCUPANT
23	FUNERAL HOME	2.589400	SERVICE
24	GAS STATION WITH CARWASH	11.313500	STATION
25	GAS STATION WITHOUT CARWASH	2.117500	STATION
26	GROCERY STORE, 5,000 -28,999 SQ. FT.	0.000315	SQUARE FOOT
27	GROCERY STORE, 29,000+ SQ. FT.	0.000847	SQUARE FOOT
28	HEALTH CLUB	0.001464	SQUARE FOOT
29	HOMELESS SHELTER	0.127050	BED
30	HOSPITAL	0.768350	BED
31	HOTEL, MOTEL W/O KITCHENETTES	0.303710	ROOM
32	HOTEL, MOTEL WITH KITCHENETTES	0.520300	ROOM
33	MANUFACTURING	0.000194	SQUARE FOOT
34	MOBILE HOME PARK	1.064800	SPACE
35	MODELING STUDIO	3.496900	STUDIO
36	NAIL SALON	0.000405	SQUARE FOOT
37	NURSINGHOME	0.346060	BED
38	OFFICE	0.000405	SQUARE FOOT
39	OFFICE - MASSAGE	0.000405	SQUARE FOOT
40	OFFICE - THERAPY	0.000405	SQUARE FOOT
41	PHOTO STORE, ONE HOUR PROCESSING	3.841750	STORE

42	POST OFFICE, EXCLUDING DOCK	0.000307	SQUARE FOOT
43	PRISON	0.350900	OCCUPANT
44	RACQUETBALL CLUB	0.617100	COURT
45	RECORDING STUDIO	0.000405	SQUARE FOOT
46	RECREATIONAL VEHICLE PARK	0.288101	VEHICLE
47	RESIDENCE, APARTMENT W/WASHER/DRYER	0.863940	UNIT
48	RESIDENCE, APARTMENT W/O WASHER/DRYER	0.768350	UNIT
49	RESIDENCE CONDOMINIUM	0.863940	UNIT
50	RESIDENCE, DUPLEX	2.000000	DUPLEX
51	RESIDENCE, SINGLE FAMILY	1.000000	UNIT
52	RESIDENCE, TOWNHOUSE	1.000000	UNIT
53	RESIDENCE, TRIPLEX	3.000000	TRIPLEX
54	RESTAURANT, FAST FOOD	0.003025	SQUARE FOOT
55	RESTAURANT, FULL SERVICE/DINING/BAR AREA	0.007260	SQUARE FOOT
56	RETAIL	0.000270	SQUARE FOOT
57	SCHOOL, HIGH	0.057596	SEAT
58	SCHOOL, OTHERS, NON-RESIDENTIAL	0.038357	SEAT
59	SCHOOL, OTHERS, RESIDENTIAL	0.383570	OCCUPANT
60	SERVICE CENTER	0.000194	SQUARE FOOT
61	SHOPPING CENTER, MIXED TENANTS	0.001089	SQUARE FOOT
62	SKATING RINK	0.019239	OCCUPANT
63	STADIUM	0.012100	SEAT
64	SWIMMING POOL	0.019239	OCCUPANT
65	THEATER, DRIVE INN	0.019239	SPACE
66	THEATER, INDOOR	0.019239	SEAT
67	TOILET/SHOWER	0.307340	TOILET/SHOWER
68	TRANSPORTATION TERMINAL	0.019239	OCCUPANT
69	WAREHOUSE	0.000116	SQUARE FOOT
70	WASHATERIA	1.105940	WASHING MACHINE
71	WATERMILL EXPRESS	4.381894	UNIT
	1 SERVICE UNIT = 250 GALLONS PER DAY		

1 $\frac{City\ of\ Angleton\ 250gpd}{City\ of\ Houston\ 315gpd} = 79\%\ ratio, therefore\ a\ 20\%\ factor\ is\ applied\ to\ Service\ Unit\ Equivalency$

Which equals a factor of 21% that needs to be applied to each Service Unit Equivalency less the Residence (Single Family) which is the base equivalency unit.

Therefore, to make the Service Unit Equivalency for each Type of Developments similar to the rates used by the City of Houston each Service Unit Equivalency (less the Residence (Single Family)) was multiplied by a factor of 1.21.

[2] Occupant shall mean the permitted occupancy load of the building.

[3] Bowl shall mean each hair washing station.

Land Uses may be added to Appendix B based on the recommendation of the City Engineer and approval of City Council.

Meter Size*	Equivalent Service Units (ESU) per Meter
WATER	
5/8"	1.00
3/4"	1.50
1"	2.50
1.5"	5.00
2"	8.00
3"	16.00
4"	25.00
6"	50.00
8"	80.00
10"	115.00
30"	5,000.00

* Taken from AWWA C700-C703 standards for continuous flow performance scaled to 5/8" meter

Appendix D
CR 220 Impact Fee - Sample Calculation

Equivalent Service Unit (ESU) Calculation

Land Use	Unit		Factor	ESUs
Convenience Store	7,000	sq. ft.	0.000242	1.694000
Fast Food Restaurant	3,000	sq. ft.	0.003025	9.075000
Gas Station	1	station	2.117500	2.117500
Toilets/Showers	12	toilet/shower	0.307340	3.688080
Total ESU's based on Land Use				**16.574580**

Water Meter	Meter Size		ESU's
Convenience Store	1.00	inches	2.50
Fast Food Restaurant	2.00	inches	8.00
Total ESUs based on Water Meter			**10.50**

Project ESU's	**16.57458**

Impact Fee Calculation

	ESU's	Cost Per ESU	
Water Impact Fee	16.57458	$804.30	$13,330.93
Wastewater Impact Fee	16.57458	$2,633.32	$43,646.17
Total Impact Fee			**$56,977.11**

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-4C; AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, BY ADDING CHAPTER 26, "UTILITIES", ARTICLE VIII, "IMPACT FEES," SECTION 26-177 THROUGH SECTION 26-189; COUNTY ROAD 220 IMPACT FEES; ADOPTING COUNTY ROAD 220 IMPACT FEES FOR WATER AND WASTEWATER; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY 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-4C

Executive Summary:
Impact fees are a way for a city to charge developers for some of the costs that development places on the infrastructure and recourses of the city. Texas Local Government Code, Chapter 395 provides for the procedures and requirements a municipality must follow to enact an impact fee ordinance. The first phase of this process requires that a local capital improvements plan (CIP) be developed by qualified professionals using generally accepted engineering and planning practices, which include establishing service area boundaries and land use assumptions (LUA). HDR Engineering, Inc. prepared the CIP and LUA. City Council appointed an Advisory Committee and they reviewed the CIP and LUA, provided comments and made a recommendation to the City Council. After proper notice and publication, a public hearing was conducted on the LUA and CIP, and the City Council adopted the "County Road 220 Development- Capital Improvements and Land Use Assumption Study" on March 22, 2016 pursuant to Ordinance No. 2016-O-3B. The second phase requires approval of the specific impact fee ordinance. HDR prepared an Impact Fee Study describing water and waste water impact fees and said fees were reviewed by the Advisory Committee, who filed written comments. After proper notice and publication, a public hearing was conducted on the Impact Fee Study for the impact fee service area and Council approved the Impact Fee Study.

Recommendation:
Approval of this Ordinance.

Mary Kay Fischer _____ **April 18, 2016**
Name **Date**

ORDINANCE NO. 2016-O-4C

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, BY ADDING CHAPTER 26, "UTILITIES", ARTICLE VIII, "IMPACT FEES," SECTION 26-177 THROUGH SECTION 26-189; COUNTY ROAD 220 IMPACT FEES; ADOPTING COUNTY ROAD 220 IMPACT FEES FOR WATER AND WASTEWATER; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 395, Texas Local Government Code, authorizes cities to enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and

WHEREAS, the City Council of the City of Angleton, Texas, (the "City") has employed qualified professionals to prepare its land use assumptions, capital improvement plan, and impact fee for water and wastewater facilities for the City, and each was considered by the City's advisory committee, and such assumptions, plan and proposed fees were filed with the City, along with the committee's comments; and

WHEREAS, the City Council has called, given notice of, and conducted a public hearing on such assumptions, plan and proposed fees in the time and manner required by law; and

WHEREAS, the City Council now desires to adopt such impact fees for water and wastewater facilities, all in accordance with said Chapter 395, Texas Local Government Code;

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

SECTION 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct;

SECTION 2. That the City Council of the City of Angleton, Texas amends the Code of Ordinances, City of Angleton, Texas, Chapter 26, Utilities, by adding Article VIII,

Section 26-177 through Section 26-189, describing the City of Angleton County Road 220 Impact Fees", and it shall read as follows:

CHAPTER 26: UTILITIES

ARTICLE VIII. IMPACT FEES

Sec. 26-177. Title.

Sections 26-177 through 26-189 of this article shall be known and cited as the "City of Angleton County Road 220 Impact Fees."

Sec. 26-178. Purpose.

This article is intended to assure the provision of adequate public facilities to serve new development in identified service area by requiring each such development to pay its pro rata share of the costs of water and wastewater capital improvements necessitated by and attributable to such new development.

Sec. 26-179. Authorization.

The City is authorized to enact this article in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

Sec. 26-180. Definitions.

The following words, terms, phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this article.

Capital improvement(s) means the water supply, treatment, and distribution facilities, or the wastewater collection or treatment facilities with a life expectancy of three (3) or more years and are owned and operated by or on behalf of the City.

Capital improvements plan means the water and/or wastewater improvements plan adopted by the City Council in Ordinance No. 2016-O-3B, as may be amended from time to time, that identifies capital improvements or facility expansions for which impact fees may be assessed.

City means the City of Angleton.

Facility expansion means either a water facility expansion or a sanitary sewer facility expansion.

Final plat approval or approval of a final plat means the point at which the applicant has complied with all conditions of approval, and the plat has been released for filing with Brazoria County.

Impact fee means a fee for water facilities and/or a fee for sanitary sewer facilities imposed by the City against new development in order to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to such new development within a service area. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. Impact fee does not include the dedication of land for public parks or payment in lieu of the dedication to serve park needs; dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development; lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or other pro rata fees for reimbursement of water or sewer mains or lines extended by the City.

Land use assumptions means the projections of population and employment growth and associated changes in land uses, densities and intensities for a service area adopted by the City, as may be amended from time to time, upon which the capital improvements are based.

New development means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land, which has the effect of increasing water or wastewater demand, measured by an increase in the number of service units utilizing the City's water or wastewater system that are attributable to such activity; or a project which requires either the approval and filing of a plat or a replat pursuant to the City's subdivision regulations.

Service area or *impact fee service area* means a geographic area within the City or within the City's extraterritorial jurisdiction, consisting of approximately 654 acres and is centered along County Road 220 between State Highway 288 and State Highway 288 Business and is generally bound by an area just north of County Road 220, the City of Angleton extraterritorial jurisdiction on the south, State Highway 288 Business on the east and State Highway 288 on the west, within which impact fees for water and wastewater facilities may be collected for new development occurring within such area and within which fees so collected will be expended for those types of improvements identified in the type of capital improvements plan applicable to the service area. The impact fee service area is described in "Exhibit A" of the "County Road 220 Development Impact Fee Study".

Service unit means 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. The equivalent service unit will be based on the higher of two (2) calculations based on the land use and the meter size for the proposed development, using Appendix B and C of the "County Road 220 Development Impact Fee Study".

Wastewater facility means a wastewater interceptor or main, lift station, treatment facility or other facility included within and comprising an integral component of the City's collection and transmission system for wastewater. Wastewater facility may include land, easements or structures associated with such facilities not otherwise excluded from the capital improvements plan for impact fees.

Water facility means a water transmission line or main, pump station, storage tank, water supply facility, treatment facility or other facility included within and comprising an integral component of the City's water storage or distribution system.

Sec. 26-181. Impact fee as condition of development approval/permit issuance or utility connection.

No new development shall be connected to the City's water or wastewater system within the service area without the assessment of an impact fee pursuant to this Article, and no building permit or request for service shall be issued until the applicant has paid the impact fee imposed herein, except for those entities and under those circumstances that are expressly exempt from impact fees as set forth in Chapter 395, Texas Local Government Code.

Sec. 26-182. County Road 220 Development – Capital Improvements and Land Use Assumption Study

(a) The land use assumptions and capital improvements plan included in the "County Road 220 Development - Capital Improvements and Land Use Assumption Study," prepared by HDR Engineering, Inc., was adopted on March 22, 2016, by the City Council of the City of Angleton pursuant to Ordinance No. 2016-O-3B.

(b) Said land use assumptions and capital improvements plan for the City shall be updated at least every five (5) years, utilizing the amendment procedure set forth in Chapter 395, Texas Local Government Code.

Sec. 26-183. Impact Fees and Service Area.

The impact fees set forth in the "County Road 220 Development Impact Fee Study," prepared by HDR Engineering, Inc., attached hereto as "Exhibit A" and made a part hereof for all purposes, are hereby levied against new non-exempt development on lands located within the service area identified therein.

Sec. 26-184. Plan for credits.

The City does not plan to use any ad valorem tax revenues during the program period for the payment of improvements. In the event that the City uses any utility service revenues for the payment of improvements, including the payment of debt, then in that event the City will provide a credit to the impact fee for that portion of the revenue generated y the new service units. Tex.Loc.Gov't Code § 395.014(a)(7).

In accordance with Section 395.014 (a)(7) of the Texas Local Government Code, the City adopts the following plan for awarding a credit for that portion of ad valorem tax and utility service revenues generated by new service units in the impact fee service area during the program period used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan: Although the City will guarantee payment of the water and sewer improvements, including the payment of debt, with ad valorem tax revenues, the City does not intend to use any ad valorem tax revenues to pay for the capital improvements or debt related to the capital improvements in Impact Fee Service Area. Rather, the City plans to only use monies previously collected from property owners for the extension of water and sewer in Impact Fee Service Area, impact fees and infrastructure improvement fees for the payment of the improvements and debt. The "Infrastructure Improvement Fee" is a new fee that will be assessed to all customers located outside of an active impact fee service area. For example, the City currently has approximately 6,500 non-impact fee area utility user accounts; if each user account is assessed $2.00 monthly, then the City would generate $156,000 per year for payment of improvements and debt.

Sec. 26-185. Assessment of impact fees.

(a) Assessment of impact fees for any new development in all of the City's service area shall be made as follows:

(1) For land which is unplatted at the time of application for a building permit or utility connection, or for a new development which received final plat approval prior to the effective date of this Article, and for which no re-platting is necessary pursuant to the City's subdivision regulations prior to development, assessment of impact fees shall occur at the time application is made for the building permit or utility connection, whichever first occurs, and shall be the amount of the maximum impact fee per service unit in effect, as set forth in Sec. 26-183.

(2) For a new development which is submitted for approval pursuant to the City's subdivision regulations on or after the effective date of this Article, or for which re-platting results in an increase in the number of service units after such date, assessment of impact fees shall be the amount of the maximum impact fee per service unit as set forth in Sec. 26-183.

(b) Following assessment of impact fees pursuant to subsection (a), the amount of impact fee assessment per service unit for that development cannot be increased, unless the owner proposed to change the approved development by the submission of a new application for final plat approval or other development application that results in approval of

additional service units, in which case a new assessment shall occur at the Sec. 26-183 rate then in effect for such additional service units.

(c) Following the vacating of any plat or approval of any re-plat, a new assessment must be made in accordance with Sec. 26-183.

(d) An application for an amending plat made pursuant to Texas Local Government Code Section 212.016 and for which no new development is proposed, is not subject to reassessment for an impact fee.

Sec. 26-186. Collection of impact fees.

(a) The impact fee for the new development shall be collected at the time the City issues a building permit, or if a building permit is not required, at the time an application is filed for a new connection to the City's water or wastewater system or for an increase in water meter size.

(b) The impact fee shall attach to the new development for which the impact fee was paid and shall not be transferable to other new development, whether located within the same property.

Sec. 26-187. Accounting for fees paid.

(a) The City shall establish interest-bearing accounts clearly identifying the category of capital improvements or facility expansions (i.e. water facilities and wastewater facilities) within the service area for which the impact fee is adopted.

(b) Interest earned in each account shall be used solely for the purposes authorized in this article for impact fees.

(c) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account or accounts are utilized solely for the purposes authorized in this article. Disbursements of impact fee funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Article.

(d) The City shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended for the service area. The records of the account into which impact fees are deposited shall be open to the public inspection and copying during ordinary business hours.

Sec. 26-188. Use of proceeds of impact fee accounts.

(a) The impact fees collected pursuant to this Article may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the applicable capital improvements plan for the service area, to the fullest extent permitted by Chapter 395 of the Texas Local Government Code or other applicable law, as amended, including but

not limited to the construction contract price, court awards and costs, engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes, or other obligations issued by or on behalf of the City to finance such capital improvements or facility expansion. Impact fees also may be used to pay fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant who is not an employee of the City for preparation of or updating the impact fee capital improvements plan.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the City to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

Sec. 26-189. Certification.

The City Council of the City of Angleton, Texas, certifies that none of the impact fee will be used or expended for an improvement or expansion not identified in the capital improvements plan.

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. 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. Any person who fails to comply with any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

SECTION 7. That this Ordinance shall be effective not less than ten (10) days from the date of its passage in accordance with the City Charter and the City Secretary is hereby

directed to cause the caption to be published in the official newspaper of the City at least once within ten (10) days after the passage of the Ordinance.

SECTION 8. That this Ordinance shall be in full force and effect from and after May 6, 2016.

PASSED AND APPROVED this the 26th day of April, 2016.

THE CITY OF ANGLETON, TEXAS

_____

RANDY RHYNE, MAYOR

ATTEST:

_____

SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

_____

MARY KAY FISCHER, CITY ATTORNEY

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: Discussion and Possible Action on Approval of Waiving all City of Angleton Permit and Tap Fees for a Habitat for Humanity House to be built on the corner of Orange and Erskine with a legal description of Lots 12 & 13, Block 43, Angleton.

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

REQUESTED BY: Pamla E. Brown, Executive Director of Habitat for Humanity

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

Attachments: (Attachment description)
Letter from Habitat for Humanity

Executive Summary:
Habitat for Humanity will be building house #100 at the above stated location and would like for the City to waive any permit and tap fees associated with the property. Council has waived these fees in the past.

Recommendation:
Staff recommends approval of waiving all City of Angleton permit and tap fees.

Shelly Deisher **April 11, 2016**

Name **Date**

Habitat for Humanity®
Southern Brazoria County

Now More Than Ever
Help Build It!

April 7, 2016

Randy Rhyne, Mayor
City of Angleton, Texas
121 South Velasco
Angleton, TX 77514

Dear Mayor Rhyne:

Habitat for Humanity plans to build House #100 in Angleton in August or September of 2016. We respectfully request the City to forgive all permit and tap fees associated with new construction for the property located at the corner of Orange and Erskine with the legal address of **Lots 12 & 13, Block 43 in the City of Angleton.** No street address has been assigned to this property.

Please add this to the agenda for the next City Council meeting.

Sincerely,

Pamla E. Brown

Pamla E. Brown
Executive Director

Cc: shelly Deisher, City Secretary

12 Clute Way, Lake Jackson, TX 77566
Phone: (979) 285-2800 www.habitatsbc.org

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 " = 240 '

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT:
DISCUSSION AND POSSIBLE ACTION ON THE SECOND AND FINAL 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 City Charter requires that all ordinances granting public utility franchises shall be read at two (2) separate regular meetings of the City Council, the full text of the Ordinance be published once within 15 days following the first reading, shall not be finally passed until thirty (30) days after the first reading and shall take effect 30 days after its final passage.

On February 23, 2016, City Council approved the First Reading of this Ordinance. Because CenterPoint did not timely publish the full text of the Ordinance within 15 days following the first reading, a second "first" reading was performed on March 22, 2016. CenterPoint published the Ordinance on March 28, in compliance with our Charter.
This is the second and final reading of this Ordinance and the Ordinance shall take effect 30 days after its final passage, on May 26, 2016.

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

Mary Kay Fischer_____ April 19, 2016____
Name **Date**

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.

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. Since the Company failed to timely publish the full text of this Ordinance as required by The Charter, a "second" first reading must be passed and approved.

Passed and approved on the "second" first reading at a regular meeting of the City Council of Angleton, Texas, on the 22nd day of March, 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;

I, the duly appointed, qualified and acting City Secretary of Angleton, Texas, do hereby certify that since Company failed to timely publish the full text of this Ordinance in The Facts, the above and foregoing ordinance was read on a "second" first reading at a regular meeting of the City Council of said Angleton, Texas, held on the 22nd day of March, 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:

4. _____ 4._____

4.5. _____ 5._____

4.6. _____

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: April 26, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE SECOND AND FINAL 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 City Charter requires that all ordinances granting public utility franchises shall be read at two (2) separate regular meetings of the City Council, the full text of the Ordinance be published once within 15 days following the first reading, shall not be finally passed until thirty (30) days after the first reading and shall take effect 30 days after its final passage.

On February 23, 2016, City Council approved the First Reading of this Ordinance. TNMP published the Ordinance on February 27, in compliance with our Charter. This is the second and final reading of this Ordinance and the Ordinance shall take effect 30 days after its final passage, on May 26, 2016.

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

Mary Kay Fischer
Name

April 19, 2016
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: April 26, 2016

SUBJECT: Discussion and Possible Action on Awarding a Bid to Jaco Roofing for Roof Repair to the Angleton Police Station, Angleton Animal Shelter and Angleton Volunteer Fire Station #3.

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

REQUESTED BY: Karen Barclay, Building Supervisor

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

Attachments: (Attachment description)
Bid

Executive Summary:
On April 17, 2015, a significant hail event occurred which affected many of the city's roof systems and accessories. Staff is seeking council approval to enter into a contract with Jaco Roofing & Construction, Inc. This contract is for the re-roofing of Fire Station #3, Animal Control facility and the Police Station, which were affected by the hail storm. The new roofs will be compliant with the Texas Department of Insurance (TDI) windstorm inspection program for certification. Jaco was the sole bidder with a total bid amount of $175,662.00 plus $4,666 additive alternate bid to re-roof the three metal entrance canopy roofs as well as the roof over the generator room (which includes new gutters and downspouts). Funding for this project is provided through our insurance company in the amount of $834,549.67.

Recommendation:

Staff recommends approval.

Karen Barclay **April 18, 2016**

Name **Date**

Jaco Roofing & CONSTRUCTION, INC.

BID CLARIFICATION

1) **Police Station:**

Includes complete removal of the existing gutters and downspouts, and supply and installation of new matching gutters and downspouts at the entire perimeter.

If necessary to install new metal roofing panels, disconnect and reconnect of existing rooftop antennas to be done by the City of Angleton, or others.

2) **Animal Shelter:**

Includes complete removal of the existing gutters and downspouts, and supply and installation of new matching gutters and downspouts.

Existing tree limbs at side of facility to be cut back away from roof line by the City of Angleton, or others.

3) **Fire Station # 3:**

Includes reroof of Main Fire Station Roof.

Includes complete removal of the existing gutters and downspouts, and supply and installation of new matching gutters and downspouts.

Includes new ridge vents.

Additive Alternate Bid is to reroof the 3ea. metal entrance canopy roofs, as well as the roof over the generator room (includes new gutters and downspouts).

*** Bid Excludes city permit fees; to be waived by the City of Angleton.

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

The City of Angleton
121 South Velasco
Angleton, Texas 77515

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	04/11/2016
2	04/11/2016

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. (Not used).

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Basis of bid is the sum of the unit price categories list herein. Bidder shall submit bids for each metal roofing type separately. Bids for individual structures will not be accepted. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ROOFING TYPE

METAL ROOFING

1. CITY HALL-121 S. VELASCO ST ANGLETON
2. RECREATION CENTER – 1601 N VALDERAS ST ANGLETON
3. POLICE STATION- 104 CANNAN DR ANGLETON
4. FIRE STATION #3- 2841 N. VELASCO ST ANGLETON
5. ANIMAL SHELTER- 523 S. ANDERSON ANGLETON

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TOTAL BASE BID ITEMS =
(The contract will be awarded based on the sum of the base bid items.) $ 175,662.00*

TOTAL OF ADDITIVE ALTERNATE BID ITEMS $ 4,666.00*

*See attached "Bid Clarification" sheet

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 Required for Bid Submittal

A. HUD Documents are NOT required for bid submittal.

B. Bid Form (Original + 1 copy)

C. Required Bidder Qualification Statement with Supporting Data according to Instructions to Bidders Article 3.

D. List of five previous projects similar to what is proposed in this project.

E. List of previous municipal clients including contact name and phone number.

F. Bid security (Bid Bond in lieu of bid security check)

G. List of proposed subcontractors

H. List of proposed suppliers

I. List of project references

J. Bidders comments and statements regarding scope and ambiguities

K. Affidavit of Non-Collusion

L. Conflict of Interest Questionnaire (Form CIQ- www.ethics.state.tx.us/forms/CIQ.pdf)

7.02 Qualifications of Bidders

A. To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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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): Commercial Roofing

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

Name (typed or printed): Glen Christensen

Title: Owner/President

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in Texas is 4 \ 12 \ 1968

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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City of Angleton re-roof

Thursday
April 14, 2019

Name (Print)	Company	Phone Number	Email
Wayne Parker	JAco Roofing	979-236-6710	wayne@jacoroofing.com

ANGLETON
Where the Heart is

Bid Information sheet – Metal Roof Bid Opening
April 14, 2016

Company Bidding	Date & Time Rec'd	Bid Amount
Jaco Roofing & Construction	April 14, 2016	175,662.00
		Alternative 46,646

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON A LEASE AGREEMENT BETWEEN THE CITY OF ANGLETON AND THE BRAZOSPORT WATER AUTHORITY.

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

REQUESTED BY: Michael Stoldt

Attachments: (Attachment description)
Lease Agreement
Exhibit A

Executive Summary:
The Brazosport Water Authority (BWA) has requested a long term lease of approximately five (5) acres with associated easements at our "Austin Town" site. Highlights of the Agreement are provided below.

1. The initial term of the lease is 50 years. The agreement also includes a provision for two twenty (20) year extensions.
2. Provides BWA with first right of refusal to purchase the property if the City ever sells or leases the 85 acre "Austin Town" site.
3. Provides the City of Angleton with two additional connection points, with BWA paying up to $30,000 for the connection points. If the additional connection points cost more than $30,000, the City will pay the difference.

Council will note that there are some sections and sentences shown in red on the attached Agreement. These are recent amendments added by the City Attorney and City Manager. Staff is recommending approval of the Agreement as presented with one change, which is that the permanent access and utility easement shown on Exhibit A be reduced to 30 feet or less in width.

Recommendation:
A motion to approve the Agreement as presented provided Exhibit A is amended to show a permanent utility and access easement that is 30 feet or less in width.

Michael Stoldt
Name

April 20, 2016
Date

LEASE AGREEMENT

This Lease Agreement ("Lease"), is entered into and made to be effective on this ____ day of _____, 2016 ("Commencement Date"), by and between Landlord, **City of Angleton** ("Landlord") a Texas home rule municipality, and Tenant identified below.

ARTICLE 1
BASIC LEASE TERMS AND DEFINITIONS

For the purposes of this Lease, the following terms shall have the meanings set forth below:

1.1 Tenant. All references to "Tenant" shall mean **Brazosport Water Authority**, a Texas conservation and reclamation district formed under Article XIV, Section 59 of the Texas Constitution.

1.2 Leased Premises. The "Leased Premises" shall mean the approximate five (5) acres located between FM 521 and Highway 288, Angleton, Texas, and set forth in the diagram attached hereto, as Exhibit "A". The parties agree Exhibit "A" will be replaced by a formal survey following the execution of this Lease.

1.3 Lease Term. The term of this Lease ("Lease Term") shall begin on the Commencement Date and will terminate on December 31, 2066 ("Termination Date").

1.4 Renewal Options. ***Renewal Options. Provided that Tenant is not in default following any applicable cure period, this Lease may renew for two (2) additional terms of twenty (20) years each, with the consent of Landlord, which consent may not be unreasonably withheld. Following the conclusion of the final renewal term, in the event Tenant requires the Leased Premises for the continued delivery of potable water to its current or future customers, Landlord and Tenant will negotiate in good faith to enter into another lease.*** If the Landlord decides to sale and or lease the 85 +/- acre tract, inclusive of the Leased Premises, generally known as Austin Town at any time during the Tenant's Lease, the Tenant shall have first right of refusal to purchase the "Leased Premises" as defined above in Section 1.2 and or the 85 +/- acre tract at Fair Market Value less Tenant improvements. Fair market value will determined by an appraisal completed by an appraiser licensed in the State of Texas and paid for by the Tenant.

Regarding the Tenant's first right of refusal; the Landlord shall notify the Tenant within fifteen (15) days of receiving a third party written offer to purchase and or lease the property. Subsequent to notification by the Landlord of a said third party offer to purchase or lease, Tenant shall have sixty (60) days to submit an appraisal to the Landlord and an additional thirty (30) days to perform due-diligence typically associated with purchasing property of this nature. Failure by the Tenant to exercise its first right of refusal within the ninety (90) days as defined in this section represents acknowledgment by the Landlord that Tenant will not exercise its right to purchase. If the Tenant does exercise its right, an additional thirty (30) days, if necessary, will be provided to close the real estate transaction.

If requested by Tenant, Landlord will execute a Memorandum of Right of First Refusal in a form sufficient to file in the official records of Brazoria County, Texas and at the sole cost of the Tenant.

1.5 Base Rent. The Base Rent is payable annually in the amount of **$1.00** per year.

1.6 Permitted Connection Points. As additional consideration for this Lease, Tenant will provide Landlord with two (2) additional tap points to Tenant's water system which may be used immediately by Landlord within its current water allotment. The Tenant will be responsible for the cost and installation of the two additional tap points during construction of the project but only up to $30,000.00. Cost greater than $30,000.00 will be the responsibility of the Landlord. The two additional tap points will not include any additional potable water over and above Landlords approved water supply contract and Landlord will be required to amend its water supply contract with Tenant for the purchase of additional water. Landlord shall have one (1) tap point near but outside of the Leased Premises and one (1) tap point south of the Leased Premises generally located at the midpoint between the Leased Premises and the project interface/connection to the Tenant's existing distribution system, the exact locations which will be agreed to by the parties.

1.7 Addresses. All notices required herein shall be directed as follows:

Landlord's Address:
City of Angleton
Attn: City Manager
121 S. Velasco
Angleton, Texas 77515

Tenant's Address:
Brazosport Water Authority
Attn: General Manager
1251 FM 2004
Lake Jackson, Texas 77566

With a copy to:
Jason M. Cordoba, Attorney at Law
208 Parking Way
Lake Jackson, Texas 77566

Either party may, from time to time, change its address for notice purposes under this Lease by written notice to the other party given no less than fifteen (15) days prior to the effective date of the change.

1.8 Permitted Use. The Leased Premises shall be used for Tenant's water delivery system and any related ancillary purpose as may be reasonably required by Tenant. The Leased Premises may include but not be limited to a five (5) million gallon ground storage tank, two (2) future ground storage tanks, storage building, Electrical Transformer pad(s), electrical building, high service pump station, security fence, supply and discharge pipelines and other above and below ground appurtenances necessary for Tenant's delivery system. At all times Tenant's use of the Leased Premises will comply with all rules and regulations imposed by the Texas Commission on Environment Quality. Tenant will provide Landlord with as built drawings and specifications following construction.

1.9 Abandon. "Abandon" means the failure of Tenant to occupy the Leased Premises for the purposes set forth herein for a period of one hundred eighty (180) consecutive calendar days, whether or not Tenant is in default of the rental or other payments due under this Lease.

1.10 Act of God or Force Majeure. An "Act of God" or "Force Majeure" shall mean any strike, lockout, sit-down, material or labor restriction by any governmental authority, unusual

transportation delay, riot, flood, hurricane washout, explosion, earthquake, fire storm, weather (including wet grounds or inclement weather which prevents construction), act of public enemy, war, insurrection, and/or any other cause not reasonably within the control of Landlord or Tenant which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

ARTICLE 2
GRANTING CLAUSE AND RENT PROVISIONS

2.1 Grant of Leased Premises. In consideration of the obligation of Tenant to pay the rent and other charges as provided in this Lease and in consideration of the other terms and provisions of this Lease, Landlord hereby leases the Leased Premises to Tenant during the Lease Term, subject to the terms and conditions of this Lease, and Tenant hereby leases from Landlord the Leased Premises. Tenant shall have exclusive use of the Leased Premises.

2.2 Grant of Access and Utility Easement. For the same consideration hereinabove mentioned, Landlord does hereby grant and convey unto Tenant a non-exclusive easement and right-of-way on, over, through and across Landlord's adjacent land from FM 521 to the Leased Premises as designated and amended by mutual agreement of the parties, as a road or driveway for the purposes of gaining unimpeded ingress and egress from the Leased Premises and the extension of water and electrical service lines across the Leased Premises, throughout the Term ("Access and Utility Easement"). The location and placement of said Access and Utility Easement shall be as set forth in Exhibit "A" attached hereto. Landlord reserves the right to utilize the lands covered by such Access Easement for such purposes as Landlord may deem necessary or desirable and reserves the right to grant other easements or licenses to such other parties as Landlord may from time to time desire; provided such rights reserved by the Landlord shall not unreasonably interfere with Tenant's necessary access. Landlord shall at all times provide Tenant with access to and from the Leased Premises.

2.3 Base Rent. Tenant agrees to pay annually, in advance, as Base Rent during the Lease Term the sum of money set forth in Section 1.5 of this Lease, which amount shall be payable without any deduction or offset to Landlord at the address shown in Section 1.7 above or at such other address that Landlord may hereafter from time to time designate in writing to Tenant. One (1) installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first year's Base Rent and a like annual installment shall be due and payable on or before January 1, 2017, and like payment due and payable by January 1st of each year thereafter so long as this Lease is in effect. Tenant reserves the right to prepay the Base Rent for the full term of this Lease.

2.4 Rent Obligations Unconditional. Tenant's obligations with regard to payment of Rent from and after the Commencement Date are absolute and unconditional, and are not subject to offset, reduction or credit for any reason whatsoever, and the Landlord's obligations under this Lease are to be interpreted as covenants, not conditions, unless otherwise provided.

2.5 Holding Over. If Tenant holds over after the end of the Term without a written agreement

signed by all parties providing therefore, Tenant shall be deemed to be a tenant from month to month and all other terms of this Lease shall control. This month to month tenancy may be terminated by either party with thirty (30) days written notice.

2.6 Improvements. All signs, structures, fixtures, improvements and appurtenances thereto placed on the Leased Premises by or for the Tenant shall remain the property of the Tenant. Tenant shall remove same and return the Leased Premises to their state prior to the commencement of this Lease within twelve (12) months following expiration or termination of this Lease. If Tenant fails to remove everything within this twelve (12) month period, Landlord will have it removed and Tenant will reimburse Landlord for all third party costs incurred.

ARTICLE 3
OCCUPANCY, USE, AND OPERATIONS

3.1 Use. Tenant agrees, warrants, and represents to Landlord that the Leased Premises shall be used and occupied only for the purpose as set forth in Section 1.8. Tenant shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees, and visitors in such a manner as is lawful, reputable, and will not create a nuisance to others.

3.2 Warranty of Possession. Landlord and Tenant each warrants that they have the right and authority to execute this Lease, and Landlord warrants to Tenant, that upon payment of the required rents by Tenant and subject to the terms, conditions, and covenants and agreements contained in this Lease, Tenant shall have possession of the Leased Premises for the full term of this Lease, as well as any extension or renewal thereof, without hindrance from Landlord or any person or persons lawfully claiming the Leased Premises, by through or under Landlord (but not otherwise).

3.3 Right of Entry and Inspection. Landlord and his agents, attorneys, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises upon five (5) business day's written notice to Tenant for purposes of inspection. Tenant shall not be entitled to any abatement or deduction of rent by reason of the entry of Landlord or any of his agents, attorneys, representatives, or employees pursuant to this article, nor shall such entry be deemed an actual or constructive eviction.

3.4 Utilities and Services. Tenant shall pay all charges and deposits for all utility services furnished to the Leased Premises for Tenant's benefit.

ARTICLE 4
REPAIRS AND MAINTENANCE

4.1 Condition of Leased Premises. Tenant acknowledges that it has independently surveyed and personally examined and inspected the Leased Premises and that it has entered into this Lease based upon such survey, examination and inspection. By taking possession of the Leased Premises, Tenant acknowledges and agrees that: (a) it has had the opportunity to inspect the Leased Premises; (b) Tenant accepts the Leased Premises "AS IS" and "WITH ALL FAULTS;" and (c) Landlord does not make and Tenant does not rely upon any

representation or warranty of any kind, expressed or implied, with respect to the condition of the Leased Premises (including habitability, suitability or fitness for a particular purpose).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES, THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 Landlord Responsibilities. Landlord shall have no responsibility to repair or maintain the Leased Premises other than those damages caused by the acts or omissions of Landlord or Landlord's agents.

4.3 Tenant Responsibilities. Tenant, at its own cost and expense, shall be responsible for all repairs and maintenance of the Leased Premises and all improvements located on the Leased Premises. Tenant will maintain the Leased Premises in a good condition and shall repair or replace any damage or injury to all or any part of the Leased Premises, except those items for which Landlord is responsible. Tenant shall not allow any damage to be committed on any portion of the Leased Premises, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good condition as existed at the Commencement Date of this lease, ordinary wear and tear excepted.

ARTICLE 5
WAIVER

5.1 Tenant's Waiver. Tenant hereby waives and releases Landlord, its city council members, employees and agents, of and from any and all right of recovery, claim, action or cause of action for any loss or damage that may occur to the Leased Premises, or personal property or fixtures within the Leased Premises, caused by reason of fire or the elements, regardless of cause or origin. In the event that Tenant sustains a loss by reason of fire or other casualty which is covered (or could have been covered) by a fire and extended coverage insurance policy or other insurance policy or rider thereto, then (a) Tenant agrees to look solely to its insurance proceeds (if any); and (b) Tenant shall have no claim or right of recovery against Landlord, or the agents, servants or employees of Landlord. To the extent that Tenant fails to take out or maintain the aforesaid fire and extended coverage insurance policy, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to fire or other casualty notwithstanding that such loss might have been proximately caused solely by the negligence of Landlord, its agents, officers or employees.

ARTICLE 6
ASSIGNMENT

6.1 Tenant Assignment. The parties shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or sublet the Leased Premises, in whole or in part, without the prior express written consent of the other party,

which consent shall not be unreasonably withheld. In the event of such assignment the assignor shall be released of all obligations herein.

ARTICLE 7
INSURANCE

7.1 Tenant Insurance.

(a) At all times during the Term of this Lease, Tenant will, at its own expense, keep and maintain, or cause to be kept and maintained, the following insurance policies naming the Landlord as additional insured, having the following limits:

(i) Property and casualty damage insurance, providing coverage against fire and such other risks as are from time to time included in standard all-risk insurance policies (including coverage against vandalism and malicious mischief and boiler and machinery insurance, as applicable) for the replacement cost of all furniture, fixtures, equipment, inventory, goods in transit, trade fixtures, supplies and all other items of personal property of Tenant located on or within the Leased Premises from time to time (collectively, the "Insured Property").

(ii) Commercial General Liability Insurance, including contractual liability for duties assumed by Tenant under this Lease, covering claims for personal injury, death and property damage occurring in or about the Leased Premises and contiguous property , with limits of $1,000,000.00 combined single limit each occurrence for bodily injury and property damage, subject to a $2,000.000.00 general aggregate;

(iii) Workers' compensation insurance with limits required by the Workers' Compensation Laws of the State of Texas; and

(iv) Vehicle liability insurance, including coverage for all owned, non-owned and hired vehicles, with limits of no less than $1,000,000.00 combined single limit for each accident.

(v) All policies provided by Tenant as described in this Section shall contain full waivers of subrogation against Landlord.

(b) Tenant will deliver to Landlord certificates of the required insurance or such other proof of insurance on each anniversary of the commencement date.

(c) Tenant will comply with all applicable Worker's Compensation laws and provide Workers' Compensation insurance, if required, for all persons employed by it on the Leased Premises or in connection with the business conducted in connection with this Lease and shall pay any and all contributions, taxes and costs of such insurance and benefits payable thereunder which are required to be withheld and/or paid by any employer under the provisions of any applicable Laws.

7.2 Premiums. Tenant shall pay as they become due all premiums for the insurance required by this Article. If Tenant defaults in obtaining any insurance as required by this Article, Landlord may, but without any obligation to do so, upon notice to Tenant, obtain such insurance and pay the premiums therefore, and Tenant shall reimburse Landlord for any premiums so paid, together with interest thereon from the date of Landlord's payment thereof until reimbursed by Tenant at the Default Rate.

7.3 Blanket Policies. Anything in this Article to the contrary notwithstanding, any insurance that Tenant is required to obtain pursuant to Section 7.1 may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" or umbrella policy or policies otherwise comply with the provisions of this Article and provided further that such policies provide for a reserved amount thereunder with respect to the Leased Premises to assure that the insurance required by this Article shall be available notwithstanding any losses with respect to other property covered by such blanket policies.

7.4 Compliance with Policy Terms. Tenant shall promptly comply with and conform to (a) all provisions of each insurance policy required by this Article and (b) all requirements of the insurers thereunder.

7.5 Landlord Insurance. Landlord will, at Landlord's own expense, keep and maintain, or cause to be kept and maintained, such casualty insurance policies covering Landlord's property as Landlord deems reasonably necessary from time to time. Such insurance will be solely for Landlord's benefit, and Tenant will have no claim to any proceeds paid under such policies. All policies provided by Landlord as described in this Section shall contain full waivers of subrogation against Tenant.

ARTICLE 8
ENVIRONMENTAL RESTRICTIONS

8.1 Environmental Restrictions. Unless necessary for Tenant's operations in providing potable water to its customers, Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, used or released in or about the Leased Premises in violation of any environmental laws. Hazardous Substance shall mean (a) all chemicals, materials and 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 any applicable environmental laws; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including asbestos and asbestos-containing materials in any form, petroleum and petroleum products and byproducts, lead-based paint, radioactive materials, polychlorinated biphenyls ("PCBs"), and substances and compounds containing PCBs.

Notwithstanding anything herein, Tenant shall be permitted to bring any and all chemicals and materials necessary for Tenant's processes to provide potable water to its customers.

8.2 Governmental Compliance. Landlord requires, and Tenant agrees, that Tenant maintain continuous compliance with all regulatory requirements and standard industry practice with regard to Tenant's activities at the Leased Premises.

8.3 Environmental Study. Tenant may conduct a baseline environmental study of the Leased Premises prior to taking possession of the Leased Premises. In the event Tenant elects to perform such baseline environmental study, Tenant shall provide the report to Landlord.

TENANT SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LANDLORD, ITS CITY COUNCIL MEMBERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF TENANT.

TENANT SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS CITY COUNCIL MEMBERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN ARISING FROM AND/OR IN CONNECTION WITH OR RESULTING FROM TENANT'S OPERATIONS ON LANDLORD'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM TENANT'S ACTS OR OMISSIONS ON LANDLORD'S LANDS. TENANT IS NEITHER AN AGENT NOR AN EMPLOYEE OF LANDLORD, AND LANDLORD SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE TENANT'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT TENANT'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ANY STATE OR FEDERAL REGULATORY AUTHORITY, TENANT AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE LANDLORD WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT TENANT HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED.SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY TENANT.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 Default by Tenant. After thirty (30) days written notice and opportunity to cure, the following shall be deemed to be events of default by Tenant under this Lease:

1. Tenant shall fail to pay when due any installment of rent or any other payment

required pursuant to this Lease;

2. Tenant shall abandon any substantial portion (50% or greater) of the Leased Premises;
3. Tenant shall fail to comply with all relevant governmental and industry regulations pertaining to its use of the Leased Premises;
4. Tenant shall do or permit to be done any act which results in a lien being filed against the Leased Premises;
5. The termination or dissolution of Tenant; or
6. Tenant shall be in default of any other term, provision or covenant of this Lease

In the event Tenant's default cannot be reasonably cured within the thirty (30) days, Tenant shall have an additional and reasonable amount of time to cure its default if the Landlord finds that the Tenant is taking action in good faith to cure its default and the time extension is approved by the Landlord.

9.2 Remedies for Tenant's Default. Upon the occurrence of any event of default set forth in this Lease, Landlord shall have the option to pursue any one or more of the remedies permitted by law; however, Landlord shall not impede or hinder Tenant's access or use of the Leased Premises, unless authorized by ruling of a Court of final jurisdiction as Tenant's use of the Leased Premises relates to a public service.

9.3 Remedies Cumulative. All rights and remedies of Landlord herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

9.4 Default by Landlord. If Landlord defaults in the performance of any term, covenant or condition required to be performed by Landlord under this Lease, Landlord shall have thirty (30) days following the receipt of written notice from Tenant specifying such default to cure such default, provided that if Landlord has commenced actions to cure such default within said thirty (30) day period, Landlord shall have all reasonable and necessary time to complete such cure. All obligations of Landlord hereunder shall be construed as covenants, not conditions, and all such obligations shall be binding upon Landlord only during the period of his ownership of the Leased Premises, and not thereafter.

ARTICLE 10
MISCELLANEOUS

10.1 Waiver. Failure of either party to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but such non-defaulting party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease pursuant of any one or more of the remedies set forth above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any rent or damages by reason of the violation of any of the terms, provisions of covenants of this Lease. Failure by a party to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to

constitute a waiver of the default or of any other violation or breach of any of the terms provided and covenants contained in this Lease.

10.2 Act of God. The parties shall not be required to perform any covenant or obligation in this Lease, or be liable in damages, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an Act of God, force majeure or by Tenant.

10.3 Attorney's Fees. If either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and this Lease is placed in the hands of any attorney the enforcement of all or any part of this Lease, the defaulting party agrees to pay the non-defaulting party's costs of collection, including reasonable attorneys' fees, whether suit is actually filed or not.

10.4 Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their permitted respective heirs, personal representatives, successors and assigns, but this provision shall not be construed as a consent to any assignment, subletting or other action by Tenant.

10.5 Interpretation, Applicable Law and Venue. The captions appearing in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of any Section. Grammatical changes required to make the provisions of this Lease apply (a) in the plural sense where there is more than one Tenant and (b) to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto Landlord and Tenant agree that the applicable state court serving Brazoria County, Texas, shall be the sole and exclusive venue for any legal action to enforce or interpret this Lease or arising out of this Lease in any manner.

10.6 Notices. All notices required to be made by Tenant shall be delivered to Landlord, at Landlord's address set forth in Section 1.7. All notices required to be made by Landlord to Tenant shall be delivered to Tenant at Tenant's address set forth in Section 1.7. Any notice or document (other than rent) acquired or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set faith in Section 1.7 (or, in the case of Tenant, at the Leased Premises), or to such addresses as the parties may have designated by written notice to each other, with copies of notices to Landlord being sent to Landlord's address as shown in Section 1.7.

10.7 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Each

covenant and agreement contained in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from Tenant's obligation to perform each and every covenant and agreement of this lease to be performed by Tenant.

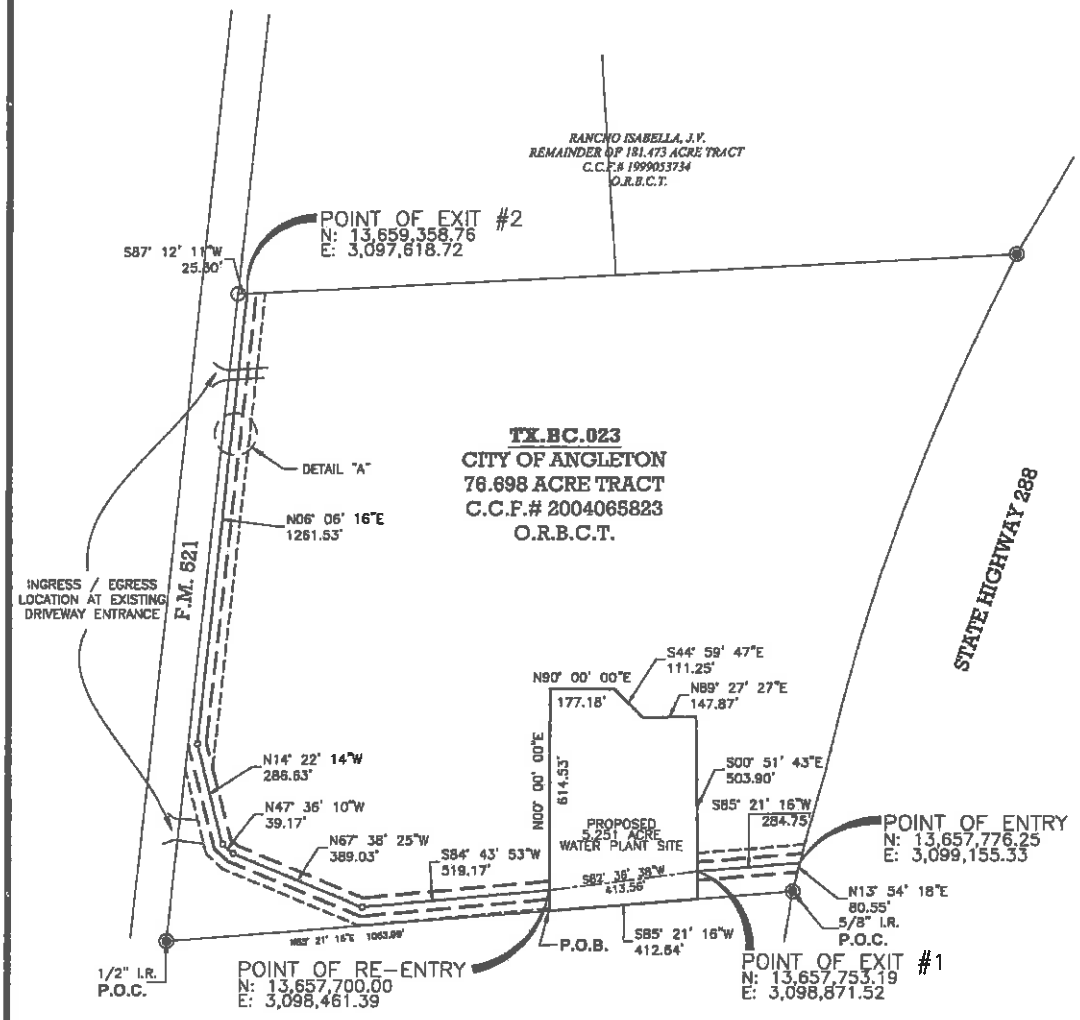
10.8 Integration Clause. The Agreement and the agreements and documents referred to herein (including the Exhibits and Schedules hereto, if any) contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements, representations, or warranties between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein and parties expressly disclaim reliance thereon in entering into this agreement.

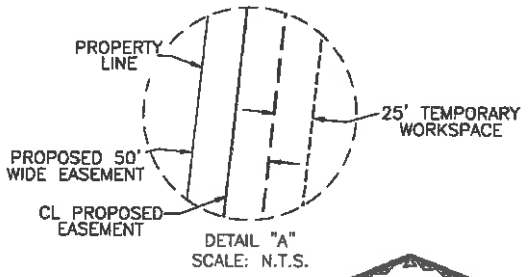
IN WITNESS WHEREOF, this Lease has been executed by the parties as of the dates set forth below, to be EFFECTIVE for all purposes as of the Commencement Date.

LANDLORD:	TENANT:
City of Angleton	**Brazosport Water Authority**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT "A"

BRAZORIA COUNTY, TEXAS





0 200' 400'

SCALE: 1" = 400'

LEGEND	
◉	FOUND MONUMENT
○	CALCULATED CORNER
∘	ANGLE POINT
I.R.	IRON ROD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.B.C.T.	OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS
C.C.F.#	COUNTY CLERKS FILE NUMBER

STATE OF TEXAS
REGISTERED
JOSHUA A. MCGINN
6467
PROFESSIONAL
LAND SURVEYOR

4-14-2016

JOSHUA A. MCGINN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6467

I hereby certify that this survey was made on the ground and that this Exhibit correctly represents the facts found in February 2016, at the time of the survey.
NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENTS SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BRAZOSPORT WATER AUTHORITY

PROPOSED 50' WIDE WATERLINE EASEMENT & WATER PLANT SITE

SITUATED IN THE
CITY OF ANGLETON PROPERTY
J. ABBOTT SURVEY,
ABSTRACT No. 144
BRAZORIA COUNTY, TEXAS

BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
Baker & Lawson Inc.
300 East Cedar, Angleton, TX 77515
Phone # 979-849-6681
www.BakerLawson.com
Licensed Surveying Firm No. 10052500

PAGE: 2 OF 2	DATE: 04-11-2016	TRACT: TX.BC.023

CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: PRESENTATION AND DISCUSSION ON MID-YEAR BUDGET UPDATE.

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

REQUESTED BY:
Attachments: (Attachment description)
None

Executive Summary:
City staff will present mid-year budget information to the City Council at the meeting.

Michael Stoldt
Name

April 20, 2016
Date

EXHIBIT B
CITY COUNCIL AGENDA ITEM
Meeting Date: April 26, 2016

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2016-O-4D AMENDING THE 2015-2016 BUDGET.

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

REQUESTED BY: Michael Stoldt and Susie Hernandez

Attachments: (Attachment description)
Ordinance 2016-O-4D
Exhibit A

Executive Summary:
The attached Ordinance amends the budget for eight different funds. An explanation of the changes to each fund is provided below.

General Fund – this amendment adds $38,234 of miscellaneous revenues to the budget. Those funds will be used to pay for Merit Bonuses Council awarded to all city staff in December, provide funding for a small increase in fees paid to the Appraisal District. The remaining $8,374 is added to the General Fund contingency line item. The amendment also transfers $5,000 from the Police Dept. Capital Equipment budget to a Special Fund as the City's cash match for a grant to purchase body camera's for the Police Department.

Water Fund – this amendment makes two changes. The first is adding $70,000 to water revenue account and the water purchase account. The increase covers the additional 10 cents we added to our water rates to cover a 10 cent increase in BWA's rate for maintenance and operations. The second change involves taking $155,970 from reserves to cover our portion of the CDBG water line replacement program. Originally this expense was to paid out of the water fund capital expense budget. However, the emergency repairs to the Southside Water Tower used most of the available capital budget.

Police Drug Confiscation Fund – the City originally budgeted $15,500 from reserves to pay for improvements to the Police Firing Range. However, recent payments to the City from court cases has added $32,451 to annual revenues for this fund. The additional revenue eliminates the need to draw on reserves.

Angleton ESD #3 Fund – The City recently decided that revenues from ESD #3 would be dispersed through the City's accounting system. This amendment divides the ESD revenue among eight different line items. The largest budgets are for Vehicle Supplies, Equipment Supplies, Training, professional services related to a new sub-station in the northern portion of our ESD area, and purchase of new vehicles. The $38,000 for Vehicle Supplies will be used to purchase SCBA packs/bottles and mobile radios. The

$35,000 for Equipment Supplies will be used to purchase rescue equipment, personal protective equipment, uniforms, and handheld radios. An additional $10,000 is budgeted for training courses and training equipment. An additional $80,000 is budgeted for capital expenses. This includes $20,000 for professional services related to a new substation in the northern part of our ESD service area and $60,000 for the purchase of new vehicles for assistant chief officers (thereby reducing wear and tear on their personal vehicles and providing the officers with properly equipped vehicles for on-scene response.

City Wide Repairs – this budget originally included $2,000,000 in revenue from insurance proceeds related to the storm event last year. That amount represented an early preliminary estimate. Actual insurance proceeds were $892,000, which were received at the end of last fiscal year. This amendment adjusts revenues and expenditures to reflect actual amounts.

HGAC-DJ Edward Burns Grant Fund – this amendment addresses grant funds awarded to the after the budget was approved. The grant funded the purchase of new radios for the police department.

2015 CDBG Grant – This fund is provided to track purchases related to our CDBG grant for the replacement of old water lines. The fund only includes city revenues since the $250,000 in grant funds will be disbursed by the County.

Michael Stoldt
Name

April 20, 2016
Date

ORDINANCE NO. 2016-O-4D

AN ORDINANCE AMENDING THE 2015-2016 FISCAL YEAR BUDGET BY AMENDING THE GENERAL FUND (01), WATER FUND (03), POLICE DRUG CONFISCATION FUND (10), ANGLETON ESD #3 FUND (107), CITY WIDE REPAIRS FUND (126), HGAC-DJ EDWARD BYRNE GRANT FUND (42), OBJ-POLICE GRANT FUND (105), AND 2015 CDBG GRANT FUND (73); DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Angleton adopted the City Budget for fiscal year 2015-2016 at a regular meeting of the Council held in September of 2015; and

WHEREAS, the City of Angleton has received certain unforeseen revenues and incurred unanticipated expenses since the budget was adopted in September; and

WHEREAS, the City desires to amend the Budget to include these revenues and expenses; and

WHEREAS, these amendments to the City Budget for fiscal year 2015-2016 are for municipal purposes; and

WHEREAS, the City Council has determined that passage of this amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention;

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

SECTION 1. That the matter and facts recited in the preamble hereof are hereby found and determined to be true and correct and are made a part of this Ordinance for all purposes.

SECTION 2. That the following amendments to the City Budget for fiscal year 2015-2016 as set forth in the attached Exhibit A are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety. The details of the amendments are more particularly described in the agenda action form attached hereto as Exhibit B and incorporated herein by reference for all purposes.

SECTION 3. That if any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the

intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that a quorum of the City Council was present.

SECTION 5. That the Finance Director shall file a true and correct copy of this ordinance with all attachments with the County Clerk of Brazoria County, Texas.

SECTION 6. This ordinance shall become effective April 27, 2016.

PASSED AND APPROVED THIS 26th DAY OF APRIL, 2016.

CITY OF ANGLETON, TEXAS

_____
RANDY RHYNE, Mayor

ATTEST:

_____
SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

2015-2016 BUDGET AMENDMENT No. 1

Line Item Number	Description		Current Budget	Increase/ (Decrease)	Amended Budget
		General Fund (01)			
Revenues					
01-300-899	Miscellaneous		$4,000	$38,234	$42,234
		Total Revenue Increase/(Decrease)		**$38,234**	
Expenses					
01-500-143	Adm-Perfor Elev Merit		$0	$28,300	$28,300
01-559-520	Non-Dept-Contingency		$25,000	$8,374	$33,374
01-512-445	Tax-Special Services		$40,020	$1,560	$41,580
01-525-625	Police-Ce-Equipment		$24,901	($5,000)	$19,901
01-525-716	Police-Trans to Grant Matches		$0	$5,000	$5,000
		Total Expense Increase/(Decrease)		**$38,234**	
		Water Fund (03)			
Revenues					
03-300-300	Water Income		$3,594,436	$70,000	$3,664,436
03-300-900	Transfer from Fund Balance		$0	$155,970	$155,970
		Total Revenue Increase/(Decrease)		**$225,970**	
Expenses					
03-565-225	Water-Water Purchase		$1,664,175	$70,000	$1,734,175
03-570-773	Trans To Fund 73 2015 CDBG		$0	$155,970	$155,970
		Total Expense Increase/(Decrease)		**$225,970**	
		Police Drug Confiscation Fund (10)			
Revenues					
10-300-420	Drug Confiscation		$0	$32,451	$32,451
10-300-995	Transfer-Fund Balance		$15,500	($15,500)	$0
		Total Revenue Increase/(Decrease)		**$16,951**	
Expenses					
10-525-701	Transfer to Fund Balance		$0	$16,951	$16,951
			$0	$0	$0
		Total Expense Increase/(Decrease)		**$16,951**	
		Angleton ESD #3 Fund (107)			
Revenues					
	No Change in Revenues				
		Total Revenue Increase/(Decrease)		**$0**	
Expenses					
107-530-205	General Supplies		$0	$3,000	$3,000
107-530-215	Vehicle Expense		$0	$38,000	$38,000
107-530-220	Equipment		$0	$35,000	$35,000
107-530-310	Fire Equipment		$0	$440	$440
107-530-320	R&M Building		$0	$5,000	$5,000
107-530-425	Travel & Training		$0	$10,000	$10,000
107-530-530	Fire Dept-ESD		$171,440	($171,440)	$0
107-530-615	ESD-Infrastructure		$0	$20,000	$20,000
107-530-625	Cap-Vehicles		$0	$60,000	$60,000
		Total Expense Increase/(Decrease)		**$0**	$0
		City Wide Repairs Fund (126)			
Revenues					
126-300300	Insurance Reimbursement		$2,000,000	($1,995,000)	$5,000
126-300-700	Transf from Fund Balance		$0	$892,000	$892,000
126-300-800	Interest		$0	$800	$800
		Total Revenue Increase/(Decrease)		**($1,102,200)**	
Expenses					
126-506-315	R&M Infrastructure		$2,000,000	($1,122,200)	$877,800
126-506-415	Engineering Cost		$0	$20,000	$20,000
		Total Expense Increase/(Decrease)		**($1,102,200)**	
		HGAC-BJ Edward Byrne Grant Fund (42)			
Revenues					
42-300-840	Grant Proceeds		$0	$49,157	$49,157
		Total Revenue Increase/(Decrease)		**$49,157**	
Expenses					
42-525-625	Equipment		$0	$49,157	$49,157
		Total Expense Increase/(Decrease)		**$49,157**	
		OBJ-Police Grant Fund (105)			
Revenues					
105-300-300	OBJ-Grant Proceeds		$0	$18,550	$18,550
105-300-305	Police Match Transfer		$0	$5,000	$5,000
		Total Revenue Increase/(Decrease)		**$23,550**	
Expenses					
105-525-605	Police-Equipment		$0	$23,550	$23,550
		Total Expense Increase/(Decrease)		**$23,550**	$23,550
		2015 -CDBG-Grant Fund (73)			
Revenues					
73-300-703	Transfer From Water Fund		$0	$155,970	$155,970
		Total Revenue Increase/(Decrease)		**$155,970**	
Expenses					
73-570-615	Basic Engineering		$0	$72,970	$72,970
73-570-619	Construction		$0	$83,000	$83,000
		Total Expense Increase/(Decrease)		**$155,970**	

MONTHLY REPORT March 2016

3	New Homes		$727,519.00
1	Residential Addition		$5,000.00
0	Residential Remodel		$0.00
2	New Commercial		$1,028,000.00
1	Commercial Remodel		$5,300.00
0	Commercial Addition		$0.00
50	Roofing Permits		$2,650.00
0	Swimming Pools		NA
		TOTAL	**$1,768,469.00**

New Homes

Anglia Homes L.P. 1224 Laurel Loop	51470	$147,519.00
Chris Peltier Homes 823 Oak Ridge Drive	51500	$330,000.00
Chris Peltier Homes 717 Rustic Oaks	51501	$250,000.00
	TOTAL	**$727,519.00**

Residential Addition

Francisco Lomeli 1009 San Felipe	51581	$5,000.00
	TOTAL	**$5,000.00**

Residential Building Remodel

	TOTAL	**$0.00**

New Commercial

Chicken Express 96 Cannan	51639	$675,000.00
Gulf Coast Toyota 3000 N. Hwy 288	51755	$353,000.00

	TOTAL	**$1,028,000.00**

Commerical Remodel

Miss Forever Nail Spa 1121 N. Velasco		$5,300.00
	TOTAL	**$5,300.00**

Commercial Addition

	TOTAL	**$0.00**

Swimming Pools

	TOTAL	**$0.00**

Total permits for each month

March 274

CONSTRUCTION IN PROGRESS

1637A Alena Road	Residential Addition
1100 Buchta Road	Commercial Building Re-model
96 Cannan	New Commercial
609 Catalpa	Residential Addition
105 Cemetary Road	Commerical Re-Model
620 Cotharn	New home
1901 FM 523	Commercial Addition
2301 FM 523	New Commercial
1220 Gifford Road	New Home
103 Harvin Dr. Suite A	Commercial Re-Model
217 E. Henderson	New Commercial
1400 Henderson Road(Building9)	Commercial Re-Model
1029 Heritage Oaks Dr.	New Home
4 Hickory Place	Residential Re-Model
3000 N. HWY 288	New Commercial-New shop
1101 Isabella Blvd	New Home
1224 Laurel Loop	New Home

1228 Laurel Loop	New Home
1244 Laurel Loop	New Home
1245 Laurel Loop	New Home
1248 Laurel Loop	New Home
1360 Laurel Loop	New Home
1275 Laurel Loop	New Home
4 Lobo Court	New Home
943 E Magnolia	Residential Building Re-Model
641 W. Miller	New Home
1980 E. Mulberry	New Commercial
201 W. Myrtle	New Commercial
823 Oak Ridge Drive	New home
405 W. Orange	Residential Addition
132 E. Peach	Residential Bldg Remodel
717 Rustic Oaks	New home
721 Rustic Oak	New Home
729 Rustic Oak	New Home
406 N. Pecan	Residential Re-Model
1009 San Felipe	Residential Addition
891 Spreading Oaks Dr.	New Home
1200 Shady Oak	New Home
1 Texian North	New Home
2 Texian North	New Home
205 Trailride Road	New Home
2921 N. Valderas	Commercial Building Re-model
1009 S. Velasco	Commercial Addition
1025 S. Velasco	New Commercial
1121 N. Velasco	Commerical Re-Model-Build out
1717 N. Velasco	Commerical Re-Model
2916 N. Velasco	New Commercial

CERTIFICATES OF OCCUPANCY ISSUED March 2016

1249 Laurel Loop	47188	New Home
1264 Laurel Loop	47193	New Home
1268 Laurel Loop	47194	New Home
1712 N Velasco	51483	Tenant C.O.

1105 N Velasco Suite B	51664	Tenant C.O.
610 E Orange	51679	Tenant C.O.
113 N Velasco Suite C	51759	Tenant C.O.

CODE ENFORCEMENT REPORT
March 2016
Prepared by: Laurie Rodriguez

MONTHLY SUMMARY

HOUSES/BUILDINGS DEMOLISHED BY OWNER - 0

HOUSES/BUILDINGS DEMOLISHED BY CITY - 0

CITATIONS ISSUED - 0

WARNING CITATIONS ISSUED - 2

COMPLAINTS RESOLVED – 18

COMPLAINTS IN PROGRESS – 20

CERTIFIED LETTER MAILED – 2

HOUSES/BUILDINGS DEMOLISHED BY OWNER: 0

HOUSES/BUILDINGS DEMOLISHED BY THE CITY: 0

CITATIONS ISSUED: 0

DATE	#	ISSUED TO	VIOLATION	ISSUED BY

WARNING CITATIONS ISSUED: 2

DATE	#	ISSUED TO	VIOLATION	ISSUED BY
3/11/2016	1145	Family Dollar 201 W. Mulberry	High grass	KBarclay
3/29/2016	1701	Roadhouse Bar	Operating without city alcohol permit/license	LRodriguez

COMPLAINTS RESOLVED: 18

6 Artic	Storage building out of compliance
1024 Cannan	Abandoned vehicle
528 Catalpa	High grass
1232 Chevy Chase	High grass
3 Commodore Ct	Abandoned vehicle
1217 Dennis Ave	RV in yard
628 Holly	Sewer issues
216 La Laja	Pool with improper enclosure
721 E Lorraine	Brush pile
728 W. Mulberry	Brush pile
2125 E. Mulberry #3 & #4	Sewer line not properly connected
1021 Robinhood	Construction debris
124 Richmond	Abandoned vehicles
1309 Sagebrush	Abandoned vehicle

1212 San Felipe	Abandoned vehicle
1220 Taylor	High grass
1113 N Valderas	Construction debris
2850 N Valderas	Abandoned vehicle

COMPLAINTS IN PROGRESS: 20

1055 S Anderson	Abandoned vehicles (citations issued in April)
720 W. Ash	Dilapidated structure
228 Bald Prairie	Outside storage
653 Kyle St.	Burned house
701 S. Morgan	High grass & weeds
837 S Morgan	Abandoned vehicles
257 N Ranch House	Burned house
3100 E. Mulberry	Outside storage
11 Sarita Rd	High grass
916 Southhampton	Outside storage
1029 Southside	Abandoned vehicles
501 TJ Wright	Abandoned vehicle
TJ Wright at Hancock	High grass
1220 Taylor	Abandoned vehicle
2610 N Velasco (Roadhouse Bar)	Building & health code violations
121 S. Walker	Abandoned house (house is secure – watching)
820 Western Ave	Abandoned vehicle
Western Ave	Motorcycle repair shop
Western Ave	Outside storage
Walker St. (behind Betty St.)	High grass

CERTIFIED LETTERS MAILED: 2

528 Catalpa	High grass
Walker St (behind Betty St.)	High grass

CITY OF ANGLETON

FOOD SERVICE MONTHLY REPORT

March 2016

Karen Barclay, Health Inspector

Laurie Rodriguez, Health Inspector

	A	B	C	D	F
1		Establishment	Date of Inspection	Score	Inspector
2	1	A-HOT	3/3/2016	70 Follow up to a closure (54)	KB & LR
3	2	La Casona	3/3/2016	81	KB
4	3	Daily Donuts	3/8/2016	90	LR
5	4	Nutrition Melt a Way Place	3/8/2016	96	KB
6	5	Little Hands Day Care	3/8/2016	93	LR
7	6	Save a Step Food Mart	3/9/2016	88	LR
8	7	Angleton Game Room	3/14/2016	96	KB
9	8	El Patio Mexican Restaurant	3/25/2016	81	LR
10	9	El Taco Loco	3/28/2016	96	KB
11	10	Little Ceasars Pizza	3/28/2016	72	KB
12	11	Shiply Donuts	3/28/2016	96	LR
13	12	Burger King	3/31/2016	87	LR
14	13	Sonic	3/31/2016	96	LR
15					

MARCH 2016

MONTHLY REPORT

FOOD SERVICE

	Name of Establishments Permitted	Date Issued	Permit Fee Paid
1	Mulberry Nutrition	3/10/2016	$200.00
2	Angleton Game Room	3/11/2016	$200.00
3	Dollar Tree	3/15/2016	$250.00
4	Methodist Day School	3/15/2016	non-profit
5	Kingdom Class Kids	3/16/2016	$200.00
6	First United Methodist Church	3/16/2016	non-profit
7	Luigi's Italian Restaurant	3/17/2016	$250.00
8	Save a Step Food Mart	3/18/2016	$200.00
9	Sonic Drive Inn	3/22/2016	$350.00
10	Krogers	3/22/2016	$550.00
11	Jack in the Box	3/22/2016	$300.00
12	Chevron Handi Plus #45	3/24/2016	$200.00
13	Dee's Best Donuts	3/30/2016	$200.00
14	Texas Empire Temporary Food Permit	3/31/2016	$40.00
	Total		$2,940.00

Karen Barclay

Economic Development and Tourism
March 2016

We just had our 4th group close on property on Hwy 288 where we are taking new utilities. Although I will let them make the announcement, I continue to see that this is imperative to the growth of Angleton simply by the sheer amount of new business that is going on out there. Bobby Ford Kubota has plans to be open in June and if you haven't driven by lately, Love's is working fast and furious. Love's did finally announce that the restaurant inside their store would be a Carl's Jr.

With the completion of the CR 220 land use and impact fee studies, I hope that this will spur the same type of interest that the Hwy. 288 one has. I do know of at least one new developer that is looking at property in that area due to the fact that we will have utilities there soon.

Chicken Express, next door to the Post Office is making progress and should start construction soon and another possible restaurant is looking at property in town this week. Tractor Supply is moving along nicely and we have another possible lead on a new upscale apartment complex. Our nicer complexes are currently running at around 98% occupancy.

March Market Days - With an approximate gate count of over 9,000 shoppers, we had great crowds and wonderful weather for the Market Days weekend. This was the first show that we did not offer a hotel incentive and we've seen no reduction in applications for the next show. With the addition of another Parks employee to help with trash and bathroom cleaning, as well as an all hands on deck approach to vendor traffic control and break down, we had a near seamless event from a logistic standpoint.

Downtown Revitalization - Planters continue to look great and will soon have sponsorship signs on them. Members from both the ARC and KAB recently attended a presentation by Vision Lampasas about their successful mural program.

Freedom Fireworks - Saturday, July 2 at 9:15. Celestial Displays will once again be providing the fireworks. They are working on some special surprises. Bring your family and friends to the Brazoria County Fairgrounds for this spectacular show.

November Market Days - November 19/20. After just opening registration to the public on April 7, we currently have 178 registered for the November show.

Emergency Management Report

March 2016

Submitted by K. Davis, Asst. Chief of Police / EMC

- Attended BC-OEM monthly meeting
- Attended Hurricane Expo Planning meeting
- Taught NIMS 100, 200, 700 and & 800 to all new City employees
- Took 6 days of PTO and had 2 Holidays during the month.
- Prepared EMPG grant 1st Progress Report
- Prepared EMPG Drill exercise scheduled for 4/19/16

2016 Angleton Fire Department Incident Summary

ANNUAL TOTALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Totals
Previous Year Total Calls	47	45	42	80	65	51	44	57	43	55	38	49	616
Total Calls	36	56	54	0	0	0	0	0	0	0	0	0	**146**
EMS	1	1	3	0	0	0	0	0	0	0	0	0	**5**
HAZMAT Incident	5	8	6	0	0	0	0	0	0	0	0	0	**19**
Landing Zone	5	11	9	0	0	0	0	0	0	0	0	0	**25**
No Run Call	5	9	18	0	0	0	0	0	0	0	0	0	**32**
Other	9	6	7	0	0	0	0	0	0	0	0	0	**22**
Rescue	0	2	0	0	0	0	0	0	0	0	0	0	**2**
Structure Fire	9	17	8	0	0	0	0	0	0	0	0	0	**34**
Vehicle Fire	1	1	1	0	0	0	0	0	0	0	0	0	**3**
Wild Land Fire	1	1	2	0	0	0	0	0	0	0	0	0	**4**
Previous Year Compare	-23%	24%	29%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	**-76.30%**
Avg Personnel per Call	5	9	8	0	0	0	0	0	0	0	0	0	**N/A**
Total Scene Hours	19:34:01	23:30:25	40:05:41	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	**83:10:07**
Total Manhours on Scene	104:03:25	189:27:55	335:06:39	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	**628:37:59**
Total City Calls	25	28	36	0	0	0	0	0	0	0	0	0	**89**
Total County Calls	11	8	18	0	0	0	0	0	0	0	0	0	**37**
Mutual Aid Calls	1	0	2	0	0	0	0	0	3	0	0	0	**6**
False Alarms	8	5	3	0	0	0	0	0	0	0	0	0	**16**
Fatalities	0	0	0	0	0	0	0	0	0	0	0	0	**0**

City Council Report
April 2016

Past

Spring Cleanup – The Cleanup was a success. There were 171 volunteers total with a total of 1075 hours. They cleaned about 37 miles of roadways and collected about 2,850 pounds of trash. The Junior High saw 299 cars holding 386 people. Of those 299 cars, 94 were there for paper shredding. They also collected 634 tires, about 100 flags, 1,075 pounds of batteries, 5,693 pounds of Electronic Recycling, 127 glasses, 27 cell phones, 21 cell phone chargers, and 64 ink cartridges. Waste Connections collected 14 tons of heavy trash and 1.5 tons of recycling. Volunteers from Angleton Christian School and Most Holy Trinity Church replanted the front planters at City Hall. Cheryl Scarborough and WHOA worked together to trim back and add plants to the Downtown Planters, and they pulled weeds from the side walk. Boy Scout Troop 13 cleaned the ditch on Buchta and picked up a television from an elderly couple's house. Central Elementary did a cleanup at their school. Girl Scout Troop 27142 picked up trash on Shanks Road. Employees of Walmart and Cut Rate Carpet picked up litter along about 2 miles of TxDOT roads. A group of citizens picked up litter over 15 acres of park and public land.

Earth Day Project – Friday, April 22nd is Earth Day. KAB provided AISD with 500 paper grocery sacks to be distributed throughout elementary level students. Students will color the bags and AISD has returned them back to HEB and Kroger. Those stores will use those decorated sacks on Earth Day to bag customer's groceries.

Ongoing

AISD Recycling – Staff submitted a grant request to Walmart to get every Angleton classroom a recycle bin.

Lend-A-Bin Recycling Program – No future loans known

Trash/Recycle Centers (TRC's) – No future loans known

Facebook and Twitter – Pictures of AISD receiving the Waste in Place curriculum, "Lawn Care Tips that Help Take Care of Texas," the Spring Cleanup Flyer and the yard and business of the month were posted.

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

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

Court: Angleton

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 3/1/2016:							
Active Cases	2,662	6	0	148	476	124	3,416
Inactive Cases	2,138	5	0	441	811	56	3,451
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	234	0	0	13	31	13	291
Cases Reactivated	155	0	0	34	67	7	263
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	3,051	6	0	195	574	144	3,970
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	156	0	0	22	21	6	205
Dismissed by Prosecution	73	0	0	7	55	2	137
Total Dispositions Prior to Court Appearance or Trial	229	0	0	29	76	8	342
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	29	0	0	1	4	0	34
By the Court	0	0	0	0	1	0	1
By the Jury	1	0	0	0	0	0	1
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	5	0	0	0	8	2	15
Total Dispositions at Court Appearance or Trial	35	0	0	1	13	2	51
Compliance Dismissals:							
After Driver Safety Course	23	---	---	---	---	---	23
After Deferred Disposition	22	0	0	1	1	0	24
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	2	---	---	---	---	---	2
All Other Transportation Code Dismissals	17	0	0	0	0	0	17
Total Compliance Dismissals	64	0	0	1	1	0	66
All Other Dispositions	1	0	0	0	0	0	1
Total Cases Disposed	329	0	0	31	90	10	460
Cases Placed on Inactive Status	27	0	0	11	3	1	42
Cases Pending 3/31/2016:							
Active Cases	2,695	6	0	153	481	133	3,468
Inactive Cases	2,010	5	0	418	747	50	3,230
Show Cause Hearings Held	18	0	0	1	1	0	20
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

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

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

CIVIL/ADMINISTRATIVE CASES

	Total
Cases Pending 3/1/2016:	
Active Cases	2
Inactive Cases	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	2
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 3/31/2016:	
Active Cases	2
Inactive Cases	0
Cases Appealed:	
After Trial	0
Without Trial	0

JUVENILE/MINOR ACTIVITY

	Total
Transportation Code Cases Filed	3
Non-Driving Alcoholic Beverage Code Cases Filed	0
Driving Under the Influence of Alcohol Cases Filed	0
Drug Paraphernalia Cases Filed	0
Tobacco Cases Filed	0
Truant Conduct Cases Filed	0
Education Code (Except Failure to Attend) Cases Filed	0
Violation of Local Daytime Curfew Ordinance Cases Filed	0
All Other Non-Traffic Fine-Only Cases Filed	0
Transfer to Juvenile Court:	
Mandatory Transfer	0
Discretionary Transfer	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges)	0
Juvenile Statement Magistrate Warning:	
Warnings Administered	0
Statements Certified	0
Detention Hearings Held	0
Orders for Non-Secure Custody Issued	0
Parent Contributing to Nonattendance Cases Filed	0

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

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

ADDITIONAL ACTIVITY

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

	Total
Arrest Warrants Issued:	
Class C Misdemeanors	42
Class A and B Misdemeanors	0
Felonies	0
Capiases Pro Fine Issued	81
Search Warrants Issued	0
Warrants for Fire, Health and Code Inspections Filed	0
Examining Trials Conducted	0
Emergency Mental Health Hearings Held	0
Magistrate's Orders for Emergency Protection Issued	0
Magistrate's Orders for Ignition Interlock Device Issued	0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond	0
Driver's License Denial, Revocation or Suspension Hearings Held	0
Disposition of Stolen Property Hearings Held	0
Peace Bond Hearings Held	0
Cases in Which Fine and Court Costs Satisfied by Community Service:	
Partial Satisfaction	0
Full Satisfaction	7
Cases in Which Fine and Court Costs Satisfied by Jail Credit	60
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	$ 0
Fines, Court Costs and Other Amounts Collected:	
Kept by City	$ 49,146
Remitted to State	$ 22,676
Total	$ 71,823

MUNICIPAL COURT REPORT - FILED CASES

City of Angleton Page: 1

Report For March 1, 2016 Thru March 31, 2016 FILEDST

Violations by Filed Date...

CITY ORDINANCE	14	
STATE LAW	44	
TRAFFIC	233	
Total Filed Violations		291

Completed Cases...

Paid Fine...

CITY ORDINANCE	4	
STATE LAW	55	
TRAFFIC	167	
Total Paid Fines		226

Before Judge...

CITY ORDINANCE	1	
STATE LAW	7	
TRAFFIC	38	
Total Before Judge		46

By Jury...

CITY ORDINANCE	0	
STATE LAW	0	
TRAFFIC	1	
Total By Jury		1
Total Completed		273

Other Completed...

DISMISSED DSC DISCRETIONARY

CITY ORDINANCE	0	
STATE LAW	0	
TRAFFIC	4	
Total		4

DISMISSED DSC MANDATORY

CITY ORDINANCE	0	
STATE LAW	0	
TRAFFIC	19	
Total		19

DISMISSED AFTER DEFERRED DISP.

CITY ORDINANCE	0	
STATE LAW	2	
TRAFFIC	20	
Total		22

DISMISSED/PRESENTED INSURANCE

	CITY ORDINANCE	0	
	STATE LAW	0	
	TRAFFIC	3	
	Total		3
COMPLIANCE DISMISSAL			
	CITY ORDINANCE	0	
	STATE LAW	0	
	TRAFFIC	18	
	Total		18
DISMISSED BY PROSECUTOR			
	CITY ORDINANCE	4	
	STATE LAW	63	
	TRAFFIC	78	
	Total		145
VOIDED DOCKET			
	CITY ORDINANCE	0	
	STATE LAW	0	
	TRAFFIC	1	
	Total		1
WARNING TICKET			
	CITY ORDINANCE	0	
	STATE LAW	0	
	TRAFFIC	1	
	Total		1
	Total Other Completed		213
	Grand Total Completed		486
	Net Difference Filed/Complete		195-

Warrants...

Issued...			
	CITY ORDINANCE	2	
	STATE LAW	51	
	TRAFFIC	70	
	Total Violations		123
	Total Warrants Issued		123
Cleared...			
	CITY ORDINANCE	8	
	STATE LAW	133	
	TRAFFIC	229	
	Total Violations		370
	Total Warrants Cleared		370
	Change in Total Warrants		247-

Other Paid Cases...

Paid Fine...

	Total Other Paid Fines	78

TITLE7	TITLE 7 TRANS CODE FINES	$17,870.96
CCC04	CONSOLIDATED COURT COST	$11,169.98
TFC	TFC	$430.94
AR	ARREST FEE	$1,229.30
STF	STATE TRAFFIC FEE	$4,309.66
MCBS	MUNICIPAL COURT BUILDING SEC.	$834.72
CTF	COURT TECHNOLOGY FUND	$1,112.99
SJRF	STATE JURY FEE	$1,108.99
JFCI	JUDICAL FEE CITY	$166.32
JFCT2	JUDICAL FEE COUNTY	$1,492.69
IDF	INDIGENCY DEFENSE FEE	$552.85
CJFC	Civil Justice Fee Court	$1.69
CJFS	Civil Justice Fee State	$15.07
TPF	TRUANCY PREVENTION FUND	$500.94
TP-S	TIME PAYMENT PLAN - STATE	$980.00
TP-L	TIME PAYMENT PLAN - LOCAL	$783.99
TP-L-C	TIME PAYMENT FEE - EFFIENCY	$193.55
WRNTFE	WARRANT FEE	$4,551.74
TLFTA1	OMNI BASE-STATE	$2,384.17
TLFTA2	OMNI BASE	$709.26
TLFTA3	LOCAL OMNI BASE FEE	$460.87
COLAGY	COLLECTION AGENCY FEE	$10,334.87
CS2	CHILD SAFETY FEE	$775.21
DSC	DSC ADMIN FEE	$405.92
ADMIN	SPECIAL EXPENSE FEE $100	$4,951.00
FINE	FINE	$14,487.84
AF2	$20 ADMINISTRATIVE FEE	$320.00
COLAG2	COLLECTION FEE - NO %	$86.06
JFCT	JUDICAL FEE COUNTY	$2.80
AF	$10 ADMINISTRATIVE FEE	$20.00
	Total Fees/Fines Paid	$82,244.38

PARKS AND RECREATION MONTHLY REPORT

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

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

POLICE DEPARTMENT mowed on Mondays by Albert Morneau & Kevin Randall

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

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

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

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

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

MOWING:

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

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

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

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

All places are weedeated and debris blown away as needed. Periodically all places are sprayed with Herbicide as needed.

Trash barrels in the Parks are emptied as needed and all BBQ Grills in the Parks are cleaned out on weekends by Scott Evans.

On Wednesdays, the Parks Department utilizes the TDCJ inmate Community Service Workers to pick up trash/debris on Hwy288, pull weeds/grass in flower beds in our Parks and at the Recreation Center.

PARKS AND RECREATION MONTHLY REPORT

PARKS

- Crews spent several days prepping the Brazoria County Fairgrounds for Market Days
- 4 Parks employees worked the event: Lane Antenen, Keith Mooney, Tim Williams, Jonathan Eberspacher
    - Combined they put in more than 160 man hours for the 3 day event
- Jimmy Willard and Will Blackstock attended annual Pipeline Safety Meeting at Brazoria County Fairgrounds
- Jonathan Eberspacher completed 100,200,700,800 level NIMS classes
- Lots of mowing with the rain and mild weather
- Crews installed 3 sets of speed bumps in the Freedom Park parking lot
- Crews poured concrete pad for installation of Dee Campbell Memorial Bench at Veteran's Park (bench was provided by Brazoria County Peace Officers Assc. And installed by Bryson Memorials)

RECREATION CENTER

- The Recreation Center hosted our Annual "Awesome Stuff Sale" on April 2, 2016
    - More than 200 people came through the Rec Center to shop at the 27 vendor booths
- Summer Jamboree is fast approaching
    - Sign-ups will open on Monday, May 2, 2016
    - Weekly Schedule can be found at http://angleton.tx.us/DocumentCenter/View/1789
- March saw 8,956 people through the doors of the Recreation Center. This brings our YTD admittance to 21,842 compared to 23,637 for the same period last year.

Group Fitness Classes

- Our most popular evening class is Friday Zumba, we have an average of 21 participants each week. The most popular morning class is Wednesday yoga with Jeff, which has an average of 20 per class.
- Our Water Aerobics program has really taken off in the last couple of months and we are getting 30-40 people per class 5 mornings/week.

PARKS AND RECREATION MONTHLY REPORT

SENIOR PROGRAM

- Wednesday senior programs are averaging 23 people
- Upcoming May Trips
  - May 1, 2016 – *Moonlight and Magnolias* play; Lake Jackson, TX
  - May 14, 2016 – Gen. Sam Houston Folk Festival; Huntsville, TX
  - May 19 – 20, 2016 – Delta Downs; Vinton, LA
- Lunch Bunch Trips:
  - May 9, 2016 – La Brisa Mexican Café; League City, TX

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 03/01/2016 to 03/31/2016

Adjustments Excluded - All Sales

Revenue Group / Activity	Class			TOTAL
Activities				
- Other				
AWESOME STUFF SALE 2016	APRIL 02 2016 NO TABLE	60-300-818	MISC PROGRAMS	46.00
	APRIL 02 2016 W TABLE	60-300-818	MISC PROGRAMS	239.00
			AWESOME STUFF SALE 2016 Totals:	285.00
			Other Totals:	285.00
- Travel				
TRIPS	2016 DELTA DOWNS	60-300-817	SENIOR PROGRAMS	752.00
	2016 GEORGE RANCH TOUR	60-300-817	SENIOR PROGRAMS	450.00
	2016 GRUENE AND SAN MARCOS SHOPPING	60-300-817	SENIOR PROGRAMS	1,224.00
	2016 LAKE BUCHANAN & INKS DAM HATCHERY	60-300-817	SENIOR PROGRAMS	2,090.00
	2016 MOODY GARDENS MOVIE & PADDLEBOAT	60-300-817	SENIOR PROGRAMS	261.00
	2016 NOLAN RYAN MUSEUM & ROSEBERGS	60-300-817	SENIOR PROGRAMS	105.00
	2016 PLAY MOONLIGHT & MAGNOLIAS	60-300-817	SENIOR PROGRAMS	452.00
	2016 SAM HOUSTON FOLK FESTIVAL	60-300-817	SENIOR PROGRAMS	135.00
	2016 SWEETERS BASEBALL GAME	60-300-817	SENIOR PROGRAMS	192.00
	2016 WINNIE MARKET DAYS	60-300-817	SENIOR PROGRAMS	-30.00
			TRIPS Totals:	5,672.00
			Travel Totals:	5,672.00
			Activities Total:	5,961.00
Daily Passes				
Adult Day Pass				5,920.00
FAMILY PACKAGE PASS				540.00
SENIOR DAY PASS				136.00
Spectator Day Pass				620.00
Youth (3-17 years)				8,468.00
			Daily Passes Total:	15,144.00
Facility Reservations				
- Angleton Parks				
Bates Pavilion #1		01-300-710	Park Rental Fees	160.00
Bates Small Pavilion #2		01-300-710	Park Rental Fees	150.00
Dickey Large Pavilion #3		01-300-710	Park Rental Fees	125.00
Dickey Small Pavilion #4		01-300-710	Park Rental Fees	132.00
Freedom Pavilion #1		01-300-710	Park Rental Fees	30.00
Masterson Park Pavilion		01-300-710	Park Rental Fees	149.50
			Angleton Parks Totals:	746.50
- Angleton Recreation Center				
ARC Room One		60-300-715	Room Rental Fees	450.00

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 03/01/2016 to 03/31/2016

Adjustments Excluded - All Sales

Revenue Group / Activity	Class		TOTAL
ARC Room Two	60-300-715	Room Rental Fees	1,503.25
Indoor Party Package	60-300-715	Room Rental Fees	35.00
Natatorium Pool	60-300-715	Room Rental Fees	1,100.00
Outdoor Party Package	60-300-715	Room Rental Fees	175.00
		Angleton Recreation Center Totals:	**3,263.25**
		Facility Reservations Total:	**3,961.75**

Fees

COMMUNITY SPECIAL EVENTS			25.20
DONATIONS			12.00
Extra Hours			35.00
MISC INDIVIDUAL CHARGES			309.30
Misc Family Charges			344.10
Misc Senior Membership			551.50
PARK RENTAL FEE			30.00
Rental Fees			1,400.00
Senior Program Donations			9.50
		Fees Total:	**3,015.20**

Financial

Credit from Account			-310.00
		Credit from Account Totals:	**-312.00**
Credit to Customer			338.00
		Financial Total:	**10.00**

Memberships

- Regular

3M IND. MEMBERSHIP	60-300-712	Memberships Individual	94.40
ACTIVE MILITARY FAMILY	60-300-719	Memberships Military	105.00
ACTIVE MILITARY INDIVIDUAL	60-300-719	Memberships Military	25.00
FAMILY MEMBERSHIP	60-300-711	Memberships Family	8,576.60
HOTEL MEMBERSHIPS	60-300-711	Memberships Family	150.00
INDIVIDUAL MEMBERSHIP	60-300-712	Memberships Individual	6,976.11
SENIOR FAMILY MEMBERSHIP	60-300-713	Memberships Senior	1,288.00
SENIOR INDIVIDUAL	60-300-713	Memberships Senior	1,927.52
YOUTH MEMBERSHIP	60-300-716	Memberships Youth	275.00
		Regular Totals:	**19,397.63**
		Memberships Total:	**19,397.63**

Merchandise

- Unknown Catagory

Replacement Card Lanyard	60-300-399	MISC INCOME	8.00
Swim Diapers	60-320-717	Deposits (merchandise)	80.00
		Unknown Catagory Totals:	**88.00**

PARKS AND RECREATION MONTHLY REPORT

REVENUE REPORT FOR 03/01/2016 to 03/31/2016

Adjustments Excluded - All Sales

Revenue Group / Activity	Class	TOTAL
	Merchandise Total:	68.00
Other		
RENT		14.00
	Other Total:	14.00
	Grand Total All Groups:	47,611.53

ANGLETON POLICE DEPARTMENT
104 CANNAN DR, ANGLETON, TEXAS, 77515
979-849-2383

REPORT FOR THE MONTH OF MARCH 2016

	2016	2015
NUMBER OF ARREST/CHARGES	92/153	97/18
CLASS C MISD	111	120
CLASS A & B	35	45
FELONY	7	15
NUMBER OF TRAFFIC CITATIONS	267	320
NUMBER OF WARNING CITATIONS	202	258
NUMBER OF MISD CITATIONS	31	40
NUMBER OF CALLS FOR SERVICE	4,758	4,477
NUMBER OF MOTOR VEHICLE ACCIDENTS	41	46
NUMBER OF ANIMAL CONTROL OFFICERS CALLS	272	260
NUMBER OF WRECKER CALL REQUEST	48	51
NUMBER OF ANGLETON FIRE DEPT CALLS	54	40
FIRE DEPARTMENT CALLS WITHIN CITY LIMITS	38	31
FIRE DEPARTMENT CALLS OUTSIDE CITY LIMITS	16	9
NUMBER OF AMBULANCE CALLS	488	433
EMS CALLS WITHIN CITY LIMITS	275	243
EMS CALLS OUTSIDE CITY LIMITS	213	190

DETECTIVE DIVISION

CASES ASSIGNED	52
CASES CLEAR THIS MONTH AND PREVIOUS MONTH	52
CLEARANCE RATE OF	100.00%
RECOVERED PROPERTY AMOUNT	$100.00

CHIEF DAVID ASHBURN
ANGLETON POLICE DEPARTMENT

March 2016

Motorcycle Productivity Report
Jeremy Burch

Calls for Service
Primary 138
Assist 22(Includes assisting other agencies)

Traffic contacts
Citation 84
Warnings 39
Other

Reports
Accidents (minor & major) 17
Incident Reports 5

Arrests
Persons 2
Charges 3

Training
24 Hrs

Specialty Assignments

PTO/Comp Time/Holiday/Vacation Taken
hrs

This report is based on the monthly report generated through OSSI and personal records

Jeremy Burch

_____

David Ashburn
Police Chief

ANGLETON POLICE DEPARTMENT

104 CANNAN DRIVE
ANGLETON, TEXAS 77515
Phone: 979-849-2383 • Fax: 979-849-2387

WARRANT DIVISION MONTHLY REPORT

MONTH: **MARCH 2016**
WARRANTS CLEARED: **375**
DOLLAR AMOUNT OF WARRANTS CLEARED: **$ 146,629.00**

JP WARRANTS- 5

** **ROUND-UP-148 $ 61431.00** **
** **CASH COLLECTED WARRANT ROUNDUP- $ $38,346.00****

2016 ROUND-UP TOTALS:
WARRANTS SERVED: 261 $103,294.00
TOTAL CASH COLLECTED: $49,472.00

SUBPOENAS ASSIGNED: **24**
TOTAL DIVISION ARRESTS: **11**

MILES DRIVEN: **P-22 359 miles** **TOTAL MILES: 1011**
P-23 652 miles

CAPIAS PRO-FINE TRANSPORTS: **21**
BAILIFF DUTIES: **PRE-HEARING 3, SHOW CAUSE 3, JUVENILE 1, NON-JURY 1, AND JURY 1.**
PRISONER TRANSPORT(S): **6 TRIPS AMARILLO , FRIENDSWOOD AND 4 LOCAL BRAZORIA COUNTY, MILES 1400**
SCHOOLS ATTENDED: **NONE**
TRAFFIC CONTACTS: **0**

JERRY LYONS
WARRANT OFFICER

LIZ COPE
WARRANT OFFICE

****WARRANT ROUNDUP STARTED 02/20 AND WILL END ON 03/13. TOTAL NUMBERS WILL BE INCLUDED ON MARCH REPORT****

CITY OF ANGLETON ANIMAL CONTROL MONTHLY REPORT

REPORT FOR MARCH 2016

	DOGS	CATS	OTHER	TOTAL
ANIMALS PICKED UP	66	56	4	126
AMINALS EUTHA-NISED	20	45	0	65
ANIMAL CARCASS (10-45)				27
ANIMALS CLAIMED BY OWNERS	30	1		31
ANIMALS RESCUED / ADOPTION	9			9
RETURNED TO WILD			4	4
DIED IN SHELTER/ESCAPED		1		0/1
YANEZ WARNING: 1 CITATION: 3				

March-16

GAME ROOM	OWNER	ON DUTY	# LIC.	# MACH	IN USE	NOT IN USE
JACKPOT ISLAND 2612 N. VELASCO	Dale Bay	Shirley Thomas	OK	60	52	8
849-7775	MGR:					
TROPICAL ILLUSIONS 1213 N. VELASCO	ENNIS&MCEUL					
848-1126	MGR: Karen ENNIS					
Paradise City 1100 S. Velasco	Erma Escobar	ROSEMARY RUIZ	OK	90	88	2
979-313-6072						
ANGLETON GAMEROOM	JEANNINE RINEY	JEANNINE RINEY	OK	60	52	8
1501 S VELASCO	979-230-8108					

ST STK.	CHECKED BY	DATE	NOTES
OK	JJ LANDRY	4/13/2016	
	JJ LANDRY	1/7/2016	CLOSED
OK	JJ LANDRY	4/13/2016	
OK	JJ LANDRY	4/13/2016	PERMIT NOT ON PREMISE SECURITY GUARD A.SOTO

184 total Action Item Requests LIST REPORT * = Non-Listed Street Address

Action Line Form	Date submitted	Status	Submitted by	Contact Street Name	Assigned to	Department	Issue/Problem Location Street Name
(9694910851) Water Meter Question	3/31/2016	RESOLVED		316 W PLUM	Chloe Campbell	Public Works	316 W PLUM *
(9694860839) Sewer stoppage	3/31/2016	RESOLVED		716 NORTHRIDGE	Chloe Campbell	Public Works	716 NORTHRIDGE *
(9693591626) Water Tap / Sewer Tap	3/30/2016	RESOLVED		1200 SHADY OAKS	Chloe Campbell	Public Works	
(9693341524) Pothole Patching	3/30/2016	INPROGRESS		ALLEY BEHIND 516 W ORANGE	Chloe Campbell	Public Works	
(9693151446) Sewer Odor	3/30/2016	RESOLVED		601 E WILKINS	Chloe Campbell	Public Works	601 E WILKINS *
(9690600911) Water leak	3/30/2016	RESOLVED		325 S ARCOLA	Public Works	Public Works	325 S ARCOLA *
(9690430845) Street Sweeping	3/30/2016	RESOLVED		420 EVANS	Chloe Campbell	Public Works	
(9689910734) Street Sweeping (Internal)	3/30/2016	RESOLVED		ALEXANDER CT	Chloe Campbell	Public Works	
(9689201718) Water Meter Question	3/29/2016	RESOLVED		1226 WALCIK LANE #C	Chloe Campbell	Public Works	1226 WALCIK LANE #C *
(9688891545) Water leak	3/29/2016	RESOLVED		1012 N BELLE	Public Works	Public Works	1012 N BELLE *
(9687211042) Meter Change Out	3/29/2016	RESOLVED		101 E HOSPITAL DR # 3	Chloe Campbell	Public Works	101 HOSPITAL DR #3 *
(9685812039) RECYCLE BAG DELIVERY	3/28/2016	RESOLVED		45 Alexander Ct.	Chloe Campbell	Public Works	45 ALEXANDER COURT
(9685431725) RECYCLE BAG DELIVERY	3/28/2016	RESOLVED		4 La Paloma Ct	Chloe Campbell	Public Works	4 LA PALOMA COURT
(9684441342) RECYCLE BAG DELIVERY	3/28/2016	RESOLVED		1116 ROBINHOOD	Chloe Campbell	Public Works	1116 ROBINHOOD *
(9684361313) Water Meter Leak	3/28/2016	RESOLVED		9 RICHLAND CIRCLE	Chloe Campbell	Public Works	9 RICHLAND CIRCLE *

(9683661129) Water Meter Leak	3/28/2016	RESOLVED	101 E HOSPITAL #3	Chloe Campbell	Public Works	101 E HOSPITAL #3 *
(9681021008) Manhole Repair	3/27/2016	RESOLVED		Chloe Campbell	Public Works	528-BLK S ANDERSON ST *
(9680551424) Water leak	3/26/2016	RESOLVED	11 Colony dr	Public Works	Public Works	11 COLONY DRIVE
(9680501410) Water leak	3/26/2016	RESOLVED	11 colony dr	Public Works	Public Works	11 COLONY DRIVE
(9680391214) Sewer Leak	3/26/2016	RESOLVED	4 PINE PLACE	Chloe Campbell	Public Works	
(9672431722) Meter Change Out	3/23/2016	RESOLVED	213 S FARRER	Chloe Campbell	Public Works	213 S FARRER *
(9672411719) Meter Change Out	3/23/2016	RESOLVED	309 BASTROP	Chloe Campbell	Public Works	309 BASTROP *
(9672401717) Meter Change Out	3/23/2016	RESOLVED	260 AUSTIN	Chloe Campbell	Public Works	260 AUSTIN *
(9672391715) Meter Change Out	3/23/2016	RESOLVED	813 N CHENANGO	Chloe Campbell	Public Works	813 N CHENANGO *
(9670851145) RECYCLE BAG DELIVERY	3/23/2016	RESOLVED	629 LORRAINE	Chloe Campbell	Public Works	629 LORRAINE *
(9669770844) Water -replace meter box and/or lid	3/23/2016	RESOLVED	612 KYLE STREET	Chloe Campbell	Public Works	612 KYLE *
(9669620826) Miscellaneous - Public Works	3/23/2016	RESOLVED	513 W MIMOSA	Chloe Campbell	Public Works	513 W MIMOSA *
(9669570822) Street Sweeping	3/23/2016	RESOLVED	LOCUST	Chloe Campbell	Public Works	
(9669480812) Sewer Leak	3/23/2016	RESOLVED	6 COLONY	Chloe Campbell	Public Works	
(9669450810) Sewer stoppage	3/23/2016	RESOLVED	301 N PARRISH	Chloe Campbell	Public Works	301 N PARRISH *
(9667791424) Water Tap / Sewer Tap	3/22/2016	RESOLVED	2 TEXIAN TRAIL NORTH	Chloe Campbell	Public Works	
(9667711412) Water Tap / Sewer Tap	3/22/2016	RESOLVED	1800 AUGUSTA #340	Chloe Campbell	Public Works	

(9667621405) Water Tap / Sewer Tap	3/22/2016	INPROGRESS	96 CANNON	Chloe Campbell	Public Works	
(9666601045) Water leak	3/22/2016	RESOLVED	2227 N DOWNING	Public Works	Public Works	2227 N DOWNING *
(9665990939) Water leak	3/22/2016	RESOLVED	108 KETCHUM CT	Public Works	Public Works	108 KETCHUM CT *
(9665330729) RECYCLE BAG DELIVERY	3/22/2016	RESOLVED	705 E PEACH	Chloe Campbell	Public Works	705 E PEACH *
(9664952053) RECYCLE BAG DELIVERY	3/21/2016	RESOLVED	301 laurie lane angleton tx	Chloe Campbell	Public Works	301 laurie lane *
(9662881340) Water Meter Question	3/21/2016	RESOLVED	920 NOTTINGHAM	Chloe Campbell	Public Works	920 NOTTINGHAM *
(9662691318) Water Meter Question	3/21/2016	RESOLVED	237 BASTROP	Chloe Campbell	Public Works	237 BASTROP *
(9662351219) Sewer stoppage	3/21/2016	RESOLVED	312 W ROGERS	Chloe Campbell	Public Works	312 W ROGERS *
(9661110926) Water Meter Leak	3/21/2016	RESOLVED	131 E HOSPITAL DR	Chloe Campbell	Public Works	131 E HOSPITAL DR *
(9660810847) Miscellaneous - Public Works	3/21/2016	RESOLVED	921 N DANBURY	Chloe Campbell	Public Works	921 N DANBURY *
(9658881214) Sewer stoppage	3/19/2016	RESOLVED	lapaloma ct	Chloe Campbell	Public Works	1 lapaloma ct *
(9658710950) Water Meter Leak	3/19/2016	RESOLVED	chuck wagon ct	Chloe Campbell	Public Works	14 chuck wagon ct *
(9658412221) Sewer stoppage	3/18/2016	RESOLVED	1017 nottingham dr	Chloe Campbell	Public Works	1017 nottingham dr *
(9658231657) Culvert Stoppage	3/18/2016	INPROGRESS	215 W BRONCO BEND	Chloe Campbell	Public Works	215 W BRONCO BEND *
(9658111601) RECYCLE BAG DELIVERY	3/18/2016	RESOLVED	821 HIGGINS	Chloe Campbell	Public Works	821 HIGGINS *
	3/18/2016	RESOLVED	1021MEADOW LANE			

(9658091557) Tree Trimming				Chloe Campbell	Public Works	
(9657381307) Water Quality (taste and/or odor)	3/18/2016	RESOLVED	1017 MORNINGSIDE	Chloe Campbell	Public Works	1017 MORNINGSIDE *
(9657191242) Water Meter Leak	3/18/2016	RESOLVED	616 W MIMOSA	Chloe Campbell	Public Works	616 W MIMOSA *
(9657051210) Sewer stoppage	3/18/2016	RESOLVED	820 E ORANGE	Chloe Campbell	Public Works	820 E ORANGE *
(9656581044) Meter Change Out	3/18/2016	RESOLVED	9 RICHLAND CIRCLE	Chloe Campbell	Public Works	9 RICHLAND CIRCLE *
(9656481022) Street Sweeping	3/18/2016	RESOLVED	420 E MYRTLE	Chloe Campbell	Public Works	
(9656441018) Tree Trimming	3/18/2016	RESOLVED	INTERSECTION OF ALEXANDER/DOWNING	Chloe Campbell	Public Works	
(9655500739) Water Meter Question	3/18/2016	RESOLVED	152 HOUSTON	Chloe Campbell	Public Works	152 HOUSTON *
(9651331548) Water -replace meter box and/or lid	3/16/2016	RESOLVED		Chloe Campbell	Public Works	236 N RANCH HOUSE RD *
(9650131226) RECYCLE BAG DELIVERY	3/16/2016	RESOLVED	913 Ridgecrest	Chloe Campbell	Public Works	913 RIDGECREST
(9649471030) RECYCLE BAG DELIVERY	3/16/2016	RESOLVED	117 trail ride	Chloe Campbell	Public Works	117 TRAILRIDE
(9649391015) Water Meter Question	3/16/2016	RESOLVED	2025 E MULBERRY	Chloe Campbell	Public Works	2025 E MULBERRY *
(9649371005) Meter Change Out	3/16/2016	RESOLVED	1129 N ARCOLA	Chloe Campbell	Public Works	1129 N ARCOLA *
(9649130931) Water Meter Question	3/16/2016	RESOLVED	109 E LORRAINE	Chloe Campbell	Public Works	109 E LORRAINE *
(9647781602) Water Meter Question	3/15/2016	RESOLVED	612 W MIMOSA	Chloe Campbell	Public Works	612 W MIMOSA *
(9647721547) Meter Change Out	3/15/2016	RESOLVED	101 E HOSPITAL DR #19	Chloe Campbell	Public Works	101 E HOSPITAL #19 *
(9647271407) Meter Change Out	3/15/2016	RESOLVED	2800 SHANKS RD	Chloe Campbell	Public Works	2800 SHANKS RD *

(9646771229) Water Meter Question	3/15/2016	RESOLVED	1129 n Arcola	Chloe Campbell	Public Works	1129 N Arcola *
(9646151038) Water Meter Question	3/15/2016	RESOLVED	497 SIMS DRIVE	Chloe Campbell	Public Works	497 SIMS DRIVE *
(9645800943) Water leak	3/15/2016	RESOLVED	1216 N VELASCO	Public Works	Public Works	1216 N VELASCO *
(9645470831) Storm Drainage/Erosion	3/15/2016	RESOLVED	709 W LIVE OAK	Chloe Campbell	Public Works	709 W LIVE OAK *
(9643931514) Water - Low Pressure	3/14/2016	RESOLVED	1013 CROSSING	Chloe Campbell	Public Works	1013 CROSSING *
(9643891503) Water - Low Pressure	3/14/2016	RESOLVED	1208 SAGEBRUSH	Chloe Campbell	Public Works	1208 SAGEBRUSH *
(9643591405) Sewer stoppage	3/14/2016	RESOLVED	2620 S VELASCO	Chloe Campbell	Public Works	2620 S VELASCO *
(9642831208) Curb and Gutter Repair	3/14/2016	RESOLVED	248 Wedgewood Lake Jackson, Tx 77566	Chloe Campbell	Public Works	308 RICHMOND
(9641881013) Water Meter Question	3/14/2016	RESOLVED	517 EARLS CT	Chloe Campbell	Public Works	517 EARLS CT *
(9641490925) Sewer stoppage	3/14/2016	RESOLVED	1570 CR 597	Chloe Campbell	Public Works	1570 CR 597 *
(9640750817) Water Meter Leak	3/14/2016	RESOLVED	101 HOSPITAL# 19	Chloe Campbell	Public Works	101 HOSPITAL #19 *
(9640550749) Sewer stoppage	3/14/2016	RESOLVED	1102 E MILLER	Chloe Campbell	Public Works	1102 E MILLER *
(9640530745) Sewer stoppage	3/14/2016	RESOLVED	704 W MARSHALL	Chloe Campbell	Public Works	704 W MARSHALL *
(9639701427) Sewer stoppage	3/13/2016	RESOLVED	920 shady ln	Chloe Campbell	Public Works	920 shady ln *
(9639331028) Sewer stoppage	3/13/2016	RESOLVED	1017 NOTTINGHAM DR	Chloe Campbell	Public Works	1017 NOTTINGHAM DR *
(9638631505) Street Sweeping	3/12/2016	RESOLVED	2 Spreading Oaks Ct	Chloe Campbell	Public Works	
	3/12/2016	RESOLVED	2 Spreading Oaks Ct	Chloe Campbell	Public Works	2 SPREADING OAKS COURT

(9638591500) RECYCLE BAG DELIVERY						
(9638021153) Sewer stoppage	3/12/2016	RESOLVED	264 AUSTIN ST	Chloe Campbell	Public Works	264 AUSTIN ST *
(9635901417) Water Meter Question	3/11/2016	RESOLVED	701 SPANISH TRACE	Chloe Campbell	Public Works	701 SPANISH TRACE *
(9632431742) Water leak	3/10/2016	RESOLVED	n rock island/wilkins st	Public Works	Public Works	n rock island/wilkins st *
(9631041249) Water Meter Question	3/10/2016	RESOLVED	921 S WALKER	Chloe Campbell	Public Works	921 S WALKER *
(9630961239) Water Meter Question	3/10/2016	RESOLVED	901 CHEVY CHASE	Chloe Campbell	Public Works	901 CHEVY CHASE *
(9629841029) Water Meter Question	3/10/2016	RESOLVED	1253 PYBURN	Chloe Campbell	Public Works	1253 PYBURN *
(9627920326) Miscellaneous - Public Works	3/10/2016	RESOLVED	904 western ave	Chloe Campbell	Public Works	904 western ave *
(9627862237) RECYCLE BAG DELIVERY	3/9/2016	RESOLVED	815 N. Rock Island St.	Chloe Campbell	Public Works	815 NORTH NORTH ROCK ISLAND
(9627772018) Traffic Signals / Signs	3/9/2016	RESOLVED		Chloe Campbell	Public Works	
(9627041536) Culvert Stoppage	3/9/2016	RESOLVED	910 N ARCOLA	Chloe Campbell	Public Works	910 N ARCOLA *
(9626921518) Water Meter Question	3/9/2016	RESOLVED	1012 MICHELLE DR	Chloe Campbell	Public Works	1012 MICHELLE DR. *
(9626851503) Meter Change Out	3/9/2016	RESOLVED	1712 N VELASCO	Chloe Campbell	Public Works	1712 N VELASCO *
(9626431353) Water Meter Question	3/9/2016	RESOLVED	1253 E KIBER	Chloe Campbell	Public Works	1253 E KIBER *
(9626091303) Water Meter Question	3/9/2016	RESOLVED	943 E MAGNOLIA	Chloe Campbell	Public Works	943 E MAGNOLIA *
(9625101050) Sewer stoppage	3/9/2016	RESOLVED	200 S VELASCO	Chloe Campbell	Public Works	200 S VELASCO *
(9624060818) Sewer stoppage	3/9/2016	RESOLVED	138 N Columbia	Chloe Campbell	Public Works	138 N Columbia *

(9623562257) Water - Low Pressure	3/8/2016	RESOLVED		Chloe Campbell	Public Works	602 WEST WEST PEACH
(9622951657) Water Meter Question	3/8/2016	RESOLVED	416 N ERSKINE	Chloe Campbell	Public Works	416 N ERSKINE *
(9622321434) Meter Change Out	3/8/2016	RESOLVED	324 CEMETERY #11	Chloe Campbell	Public Works	324 CEMETERY #11 *
(9622311433) Meter Change Out	3/8/2016	RESOLVED	137 W PHILLIPS	Chloe Campbell	Public Works	137 W PHILLIPS *
(9621761254) Water Meter Leak	3/8/2016	RESOLVED	1217 CHEVY CHASE	Chloe Campbell	Public Works	1217 CHEVY CHASE *
(9621741249) Water Meter Question	3/8/2016	RESOLVED	272 AUSTIN	Chloe Campbell	Public Works	272 AUSTIN *
(9621361154) Water Meter Question	3/8/2016	RESOLVED	201 W BRONCO BEND ST	Chloe Campbell	Public Works	201 W BRONCO BEND ST *
(9620320920) Water Meter Question	3/8/2016	RESOLVED	625 S REMINGTON	Chloe Campbell	Public Works	625 S REMINGTON *
(9620130854) Storm Drainage/Erosion	3/8/2016	RESOLVED	319 b E LIVE OAK	Chloe Campbell	Public Works	319 B E LIVE OAK *
(9619460624) Storm Drainage/Erosion	3/8/2016	INPROGRESS	1035 n chenango st	Chloe Campbell	Public Works	no name alley between n velasco & n chenago *
(9618701728) Traffic Signals / Signs	3/7/2016	RESOLVED		Chloe Campbell	Public Works	
(9618691727) Traffic Signals / Signs	3/7/2016	RESOLVED		Chloe Campbell	Public Works	
(9618591710) Water Meter Question	3/7/2016	RESOLVED	828 HIGGINS	Chloe Campbell	Public Works	828 HIGGINS *
(9618321625) Water Meter Question	3/7/2016	RESOLVED	137 W PHILLIPS RD	Chloe Campbell	Public Works	137 W PHILLIPS RD *
(9618251615) Water Meter Question	3/7/2016	RESOLVED	137 W PHILLIPS RD	Chloe Campbell	Public Works	137 W PHILLIPS RD *
(9617721513) Water Meter Question	3/7/2016	RESOLVED	117 KNIGHT	Chloe Campbell	Public Works	117 KNIGHT *
(9617691510) Water Meter Question	3/7/2016	RESOLVED	1409 N CHENANGO	Chloe Campbell	Public Works	1409 N CHENANGO *
(9617351427) Water Meter Question	3/7/2016	RESOLVED	137 DALLAS	Chloe Campbell	Public Works	137 DALLAS *

(9617241411) Water Meter Question	3/7/2016	RESOLVED	813 N HIGGINS	Chloe Campbell	Public Works	813 N HIGGINS *
(9617231409) Water Meter Question	3/7/2016	RESOLVED	609 HOLLY	Chloe Campbell	Public Works	609 HOLLY *
(9616851316) Water Meter Question	3/7/2016	RESOLVED	245 RANCH HOUSE	Chloe Campbell	Public Works	245 RANCH HOUSE *
(9616401152) Meter Change Out	3/7/2016	RESOLVED	921 S WALKER	Chloe Campbell	Public Works	921 S WALKER *
(9616361148) Meter Change Out	3/7/2016	RESOLVED	274 E PHILLIPS	Chloe Campbell	Public Works	274 E PHILLIPS *
(9615841038) Sewer stoppage	3/7/2016	RESOLVED	219 N ANDERSON	Chloe Campbell	Public Works	219 N ANDERSON *
(9615821035) Traffic Signals / Signs	3/7/2016	RESOLVED	109 Bastrop St	Chloe Campbell	Public Works	
(9615410951) Water Meter Question	3/7/2016	RESOLVED	1228 CHEVY CHASE	Chloe Campbell	Public Works	1228 CHEVY CHASE *
(9615350944) Sewer stoppage	3/7/2016	RESOLVED	628 HOLLY	Chloe Campbell	Public Works	628 HOLLY *
(9615280940) Water Meter Question	3/7/2016	RESOLVED	2105 N TINSLEY	Chloe Campbell	Public Works	2105 N TINSLEY *
(9614950849) Water Meter Question	3/7/2016	RESOLVED	533 S DOWNING	Chloe Campbell	Public Works	533 S DOWNING *
(9613671311) Sewer stoppage	3/6/2016	RESOLVED	1205 gifford lane	Chloe Campbell	Public Works	1205 GIFFORD LANE *
(9613162129) Sewer stoppage	3/5/2016	RESOLVED	702 kadera rd	Chloe Campbell	Public Works	702 kadera rd *
(9612700956) Sewer stoppage	3/5/2016	RESOLVED		Chloe Campbell	Public Works	2 RANCHHOUSE LP *
(9612630825) RECYCLE BAG DELIVERY	3/5/2016	RESOLVED	605 Browning	Chloe Campbell	Public Works	605 BROWNING ST
(9611851544) Street Signs	3/4/2016	RESOLVED	Intersection of Mustang Ct. and Crossing	Chloe Campbell	Public Works	
(9611701510) Water Meter Question	3/4/2016	RESOLVED	1237 HEATHER LANE	Chloe Campbell	Public Works	1237 HEATHER LANE *
(9610831208) Water Meter Question	3/4/2016	RESOLVED	516 W MIMOSA	Chloe Campbell	Public Works	516 W MIMOSA *

(9610751146) Sewer stoppage	3/4/2016	RESOLVED	141 PRAIRIE LEA	Chloe Campbell	Public Works	141 PRAIRIE LEA *
(9610300948) Water - Low Pressure	3/4/2016	RESOLVED	307 W PEACH	Chloe Campbell	Public Works	307 W PEACH *
(9610120919) Water Meter Question	3/4/2016	RESOLVED	612 MANOR DR	Chloe Campbell	Public Works	612 MANOR DR *
(9609970857) Water Meter Leak	3/4/2016	RESOLVED	729 BETTY ST	Chloe Campbell	Public Works	729 BETTY ST *
(9606681124) Water Tap / Sewer Tap	3/3/2016	RESOLVED	1224 LAUREL LOOP	Chloe Campbell	Public Works	
(9605820906) Water Meter Question	3/3/2016	RESOLVED	816 E WILKINS	Chloe Campbell	Public Works	816 E WILKINS *
(9605450815) Storm Drainage/Erosion	3/3/2016	SUBMITTED	1408 S VELASCO	Chloe Campbell	Public Works	1408 S VELASCO *
(9605410813) Water Meter Question	3/3/2016	RESOLVED	1540 CR 597	Chloe Campbell	Public Works	1540 CR 597 *
(9605390808) Water Meter Question	3/3/2016	RESOLVED	2218 SHANKS	Chloe Campbell	Public Works	2218 SHANKS *
(9600361553) Tree Limb Trimming	3/1/2016	RESOLVED	1020 MEADOWLANE	Chloe Campbell	Public Works	1020 MEADOWLANE *
(9599501256) Pothole Patching	3/1/2016	RESOLVED	W MURRAY & S HANCOCK	Chloe Campbell	Public Works	
(9599491251) Water -replace meter box and/or lid	3/1/2016	RESOLVED	201W MYRTLE	Chloe Campbell	Public Works	201 W MYRTLE *
(9598621059) Water Tap / Sewer Tap	3/1/2016	RESOLVED	205 TRAILRIDE	Chloe Campbell	Public Works	
(9597590836) Water -replace meter box and/or lid	3/1/2016	RESOLVED	20875 CR 171	Chloe Campbell	Public Works	20875 CR 171 *
(9597110734) Cutting Ditches	3/1/2016	SUBMITTED	205 & 207 E KIBER	Chloe Campbell	Public Works	
(9597060731) Drive / Yard Repair	3/1/2016	RESOLVED	909 WIMBERLY	Chloe Campbell	Public Works	

City Utilities-Billing & Receivables
Monthly Report to Council

Receivable balance	MARCH	$1,276,031.64
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 612,563.26
0-30 days		$ 101,152.57
31-60 days		$ 26,425.22
61-90 days		$ 17,422.02
Over 90 days		$ 518,468.57
Total		$ 1,276,031.64

Receivable balance	FEBRUARY	$1,309,727.88
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 639,268.01
0-30 days		$ 111,855.45
31-60 days		$ 26,040.03
61-90 days		$ 19,025.20
Over 90 days		$ 513,539.19
Total		$ 1,309,727.88

Receivable balance	JANUARY	$1,394,435.94
ANALYSIS OF UNPAID ACCOUNT BALANCES		
Current Billing		$ 731,125.57
0-30 days		$ 109,976.63
31-60 days		$ 28,167.92
61-90 days		$ 19,825.52
Over 90 days		$ 505,340.30
Total		$ 1,394,435.94

City Utilities-Billing & Receivables
Monthly Report to Council
30-Mar
2016

Receivable balance 30-Mar $1,276,031.64

ANALYSIS OF UNPAID ACCOUNT BALANCES

Current Billing	$	612,563.26
0-30 days	$	101,152.57
31-60 days	$	26,425.22
61-90 days	$	17,422.02
Over 90 days	$	518,468.57
Total	$	1,276,031.64