



Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Cecil Booth, Christiene Daniel, Terry Roberts, Tanner Sartin
City Manager | Chris Whittaker
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, SEPTEMBER 24, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

- [1.](#) Presentation of the National Night Out in Texas proclamation.
- [2.](#) Ceremonial Presentation of the September 2024 Keep Angleton Beautiful Yard of the Month and Business of the Month.

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

- [3.](#) Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Presiding Municipal Court Judge).

4. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (City Attorney).

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

5. Discussion and possible action to approve an interlocal agreement with Brazoria County to assist the City of Angleton with construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the city.
6. Discussion and possible action on the purchase of real property in the amount of 30,175 square feet of land, known as Dickey & Hazel Street R-O-W Angleton West Addition, City of Angleton, Brazoria County, Texas for \$15,000 with parkland dedication fees with the exception that downed trees are addressed before closing.
7. Discussion and possible action on approving an agreement for a project of the Angleton Better Living Corporation with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration subject to final review and acceptance by Burditt Consultants, LLC.
8. Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy.
9. Discussion and possible action to approve the recommended streets for new solar light installation.
10. Discussion and possible action for bids submitted for the remodel of the City Hall Annex.
11. Discussion and possible action on a request submitted by Ellen Eby, on behalf of Peach Street Farmers Market, to obtain permission to extend the closure of the 200 block of East Peach St. on Saturday, September 28, 2024, until 4:00 PM.

REGULAR AGENDA

12. Discussion and possible action on the election of Mayor Pro-Tem.
13. Discussion and possible action to elect a director and approve the ballot for the Texas Municipal League Region 14 Director Election.

- [14.](#) Discussion and possible action on Chapter 17 – Parks and Recreation, Article 3. – Use of Public Parks, Section 17-38. – Permits and reservations and Section 17-75. - Merchandising and advertising.
- [15.](#) Discussion and possible action to approve Resolution No. 20240924-015 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternative Set-Aside (TASA) Project.
- [16.](#) Discussion and possible action to approve Ordinance No. 20240924-016 regarding the possible determination of a substandard building located at 504 Farrer Street within the City of Angleton, Texas, and approval to hold the public hearing on October 8, 2024.
- [17.](#) Discussion and possible action to approve Ordinance No. 20240924-017 amending the utility rates for Fiscal Year 2024-2025.
- [18.](#) Discussion and possible action on current Hurricane Beryl debris status.
- [19.](#) Discussion and possible action on the amount of the emergency note.
- [20.](#) Discussion and possible action on decision packages to be included in the Fiscal Year 2024-2025 Budget.

COMMUNICATIONS FROM MAYOR AND COUNCIL

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

21. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Board and Commissions appointments/reappointments).

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or

security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, September 20, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC

City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.

Office of the **MAYOR**
City of Angleton, Texas
Proclamation

WHEREAS, the National Association of Town Watch (NATW) is sponsoring an annual community-building campaign entitled National Night Out on October 1 that promotes police-community partnerships and neighborhood camaraderie; and

WHEREAS, the 41st Annual National Night Out provides a unique opportunity for Angleton to join forces with 38 million neighbors in 17 thousand communities across the nation and state in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, Angleton Police Department provides a vital role in assisting Brazoria County Sheriff's Office through joint crime and drug and violence prevention efforts in Angleton and is supporting National Night Out 2024 locally; and

WHEREAS, it is essential that all citizens of Angleton be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in Angleton; and

WHEREAS, City of Angleton encourages citizens to come together to meet and greet local first responders at block parties across Angleton to build a partnership for the enrichment of the community.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim October 1, 2024 as:

"National Night Out in Texas"

PROCLAIMED this 24th day of September, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/24/2024

PREPARED BY: Jason O'Mara, Assistant Director of Parks and Recreation

AGENDA CONTENT: Ceremonial Presentation of the September 2024 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to William and Rhonda Gray at 1016 Southampton Street and Business of the Month to Central Brazoria County Business Park at 4005 Technology Drive.

RECOMMENDATION:

Staff recommends City Council acknowledge the YOM with a plaque, picture, and KAB gift for their beautification efforts.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 24th, 2024
PREPARED BY: Hector Renteria
AGENDA CONTENT: Brazoria County Interlocal Agreement
AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND:

EXECUTIVE SUMMARY: This agreement is for entering into an interlocal agreement with the county. This agreement must be approved and signed annually. This is just the general agreement, and not a decision on any scope of work, or project.

RECOMMENDATION: Staff recommends council approval of this agreement.

Matt Hanks, P.E., CFM
COUNTY ENGINEER



Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

979.864.1265
ANGLETON

979.388.1265
CLUTE

281.756.1265
HOUSTON

979.864.1270
FAX

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515



July 31, 2024

City of Angleton
ATTN: Mayor
121 South Velasco
Angleton, TX 77515

RE: Interlocal Agreement with Brazoria County and the City of Angleton

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Angleton. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Angleton. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions please feel free to contact me at 979.864.1265 or by email at engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Tricia L. Simmons
Interlocal Coordinator

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ANGLETON, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2024, to September 30, 2025. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ANGLETON, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be

a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/24/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on the purchase of real property, 30,175 square feet of land, known as Dickey & Hazel Street R-O-W Angleton West Addition, City of Angleton, Brazoria County, Texas, for \$15,000 with parkland dedication fees with the exception that the owner addresses downed trees within the area before closing.

AGENDA ITEM SECTION: Executive Session

BUDGETED AMOUNT: \$0.00

FUNDS REQUESTED: \$15,000

FUND: Parkland Dedication Fees

EXECUTIVE SUMMARY:

On January 26, 2024, the City of Angleton was contacted by Sara Richards, the previous owner of Country Care Village, to discuss the opportunity for the City of Angleton to purchase 30,175 square feet of land, known as Dickey & Hazel Street R-O-W Angleton West Addition, City of Angleton, Brazoria County, Texas.

Parks & Recreation staff brought this item to the City Council to discuss on multiple occasions. The owner has provided an independent appraisal, and the City Council provided staff direction to hire a real estate agent and provide an offer of \$15,000 with the seller covering all back taxes and closing costs.

The Park Superintendent has evaluated the property and noted downed trees that should be addressed before closing if the City Council proceeds with the land purchase.

Park & Recreation staff have been directed to bring this item back to the City Council to approve the purchase with parkland dedication fees.

RECOMMENDATION:

Staff recommends the City Council authorize the purchase of real property, 30,175 square feet of land, known as Dickey & Hazel Street R-O-W Angleton West Addition, City of Angleton, Brazoria County, Texas, for \$15,000 with parkland dedication fees with the exception that the owner addresses downed trees within the area before closing.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/24/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on approving an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration subject to final review and acceptance by Burditt Consultants, LLC.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$198,000.00

FUNDS REQUESTED: NA

FUND: 40-506-625.10

EXECUTIVE SUMMARY:

On Monday, January 2, 2024, and Monday, January 9, 2024, Angleton Better Living Corporation met to discuss the designation of approved projects for the Angleton Better Living Corporation for 2024 debt issuance of \$4M and held a public hearing on the expenditure as required by the Bylaws and Texas Local Government Code Sec. 505.159. The projects include the following:

Project	Amount
Abigail Arias Park development	\$2,000,000.00
Freedom Park improvements	\$900,000.00
Angleton Recreation Center (maintenance improvements and master plan)	\$500,000.00
BG Peck Soccer Complex lights (1 st priority) and field grading/park drainage improvements (2 nd priority)	\$250,000.00
Drainage improvements in flood-prone areas in the City limits, which are beyond the responsibility of the Angleton Drainage District (per ABLC bylaws – specific projects were not designated)	\$350,000.00
Land, buildings, equipment, facilities, and improvements to enhance the City of Angleton’s public park facilities, suitable for amateur sports, entertainment, tourist, and public park purposes and events, including parks and park facilities, open space improvements, and related parking	\$0 (Remaining funds if applicable)

facilities, roads, water and sewer facilities, and other related improvements that enhance any of those items (this is a general item/verbiage ABLC agreed to add so that if we had remaining funds we could allocate them to other projects mentioned in this item)	
TOTAL \$4,000,000.00	

On June 24, 2024, the City Council considered responses to Request for Qualifications and approved the selection of Burditt Land | Place as the consultant firm for Abigail Arias Park design, construction document development, bidding, and construction administration after procurement.

RECOMMENDATION:

Staff recommends City Council approve an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration; found by the ABLC’s Board of Directors to be an eligible project and expenditure as set out in Texas Local Government Code Chapter 505; providing for an effective date; and subject to final review and acceptance by Burditt Consultants, LLC.

RECOMMENDED MOTION:

I move we approve an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration; found by the ABLC’s Board of Directors to be an eligible project and expenditure as set out in Texas Local Government Code Chapter 505; providing for an effective date; and subject to final review and acceptance by Burditt Consultants, LLC.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «2024»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Angleton »
«121 S. Velasco, Angleton, TX 77515 »
«Telephone: 979-849-4364 »
«www.angleton.tx.us »

and the Architect:
(Name, legal status, address and other information)

«Burditt Consultants, LLC »« »
«310 Longmire Road, Conroe, TX 77304 »
«Telephone: 936-756-3041»
«Fax: 936-539-3240»

for the following Project:
(Name, location and detailed description)

«Angleton – Abigail Arias Park Project-RFQ #2024-03 »
«Angleton Texas»
«Professional design services for development and construction of a +/-6 acre park with playgrounds, splash pad, trails, skate area and park amenities per minimum park standards.»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Preliminary program established per RFQ No. 2024-03 Exhibit A. Program is subject to change according to the approved Scope and Cost of the Work: 8/15/2024, and pursuant to the Terms of the Agreement provided herein. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Approximately 6-acre, open parcel with frontage road access. Parcel neighbors an apartment complex, single residential lots and connects to American Legions parcel. Anderson Cemetery is located across the street. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«TWO MILLION DOLLARS (\$2,000,00.00 USD) »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Construction commencement date:

«Approximately 10 months after the date of the Executed Agreement but no later than 18 month (Includes Schematic Design, Design Development, Construction Document, Permitting, Bidding/Procurement, and Contract Negotiation phase. »

.2 Substantial Completion date or dates:

« Approximately 180 days after the Notice to Proceed, established upon execution of Agreement between Owner and the Awarded Contractor. »

.3 Other milestone dates:

«N/A »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Sealed Proposal method in accordance with Texas Government Code Chapter 2269 and other applicable chapters and provisions.»

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3 and in accordance with the City of Angleton procurement ordinance and policies.: (List name, address, and other contact information.)

«Chris Whittaker»
«City Manager»
City of Angleton
121 S. Velasco, Angleton, TX 77515
«Telephone: 979-849-4364»
«Email: cwhittaker@angleton.tx.us»

§ 1.1.7 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows: (List name, address, and other contact information.)

«N/A »

§ 1.1.8 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To be determined after execution of the Agreement.

« »« »
« »
« »
« »
« »
« »

.2 Civil Engineer: To be determined after execution of the Agreement

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«N/A »

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Claudia T. Walker, RLA»
«310 Longmire Rd.»
«Conroe, Texas 77304»
«cwalker@burditt.com»
«936-756-3041»
« »

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Structural Engineer: To be determined after execution of the agreement.

« »
« »
« »
« »
« »

.2 Civil Engineer: To be determined after execution of the agreement.

« »
« »
« »
« »
« »

§ 1.1.10.2 Consultants retained under Supplemental Services:

«To be determined after execution of the agreement.»

§ 1.1.11 Other Initial Information on which the Agreement is based:

«N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.4.1 Commercial General Liability with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») for each occurrence and «Two Million Dollars» (\$ «2,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than «One Hundred Thousand Dollars» (\$ «100,000.00») each accident, «One Hundred Thousand Dollars» (\$ «100,000.00») each employee, and «Five Hundred Thousand Dollars» (\$ «500,000.00») policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per claim and «Two Million Dollars» (\$ «2,000,000.00») in the aggregate. Professional liability shall be maintained for not less than four (4) years following, Substantial Completion of the Project as defined in the AIA Document A201, Contract between Owner and the Contractor. Insurance of the following types and with indemnification limits not less than the amounts indicated are required.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability as set out in Texas Local Government Code Sec. 271.904, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may contact the State Board of Insurance to confirm that the issuing company(ies) are admitted and authorized to issue such policies in the State of Texas.
2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance.
3. **To the extent an Architect contracts with sub-consultants to perform any scope of Architect's services required by this Agreement, Architect shall ensure sub-consultants maintain the minimum level of insurance as required by Architect under this Agreement. Architect's naming of a sub-**

consultant as an additional insured on any policy held by the Architect shall not relieve Architect or its sub-consultants of this obligation to provide separate coverage.

4. Architect shall have its insurance carrier(s) furnish to Owner insurance endorsements and exclusions as well as Certificates of Insurance in forms satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
5. Insurance provided pursuant to this Section shall be considered a part of the Architect's Basic Services and shall not be Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.
6. Architect's General Liability, Automobile Liability, and Worker's Compensation Insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner.

§ 2.4.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall assist in the selection of a Contractor and shall consult with the Contractor to maintain the Project budget, increase value to the Owner, and ensure constructability. The Architect shall provide draft design documents for estimating and pricing at the 30%, 60% and 90% completion for review by the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The provision of the foregoing information does not relieve the Architect of its obligations nor does not absolve or lessen the Architect's obligations to perform its Work in accordance with the standard of care defined in this Agreement. The Architect shall not incorporate the information into the design elements or scope based solely on representations by the Owner or its agents. The Architect shall independently verify the information provided by or for the Owner and shall evaluate said information before incorporating it into the design or utilizing it for design decisions.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall submit plans for the Project to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. The Owner acknowledges that the Construction Documents are not completed until TDLR has approved them and any comments they require are incorporated in them even though construction may have begun or even been completed before comments are received. The Architect will forward the TDLR final inspection report to the Contractor for corrective work listed in the report to be completed.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Architect will perform a detailed code and zoning review for the Project and consult with the Owner on any changes that impact the design.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Schematic Design Phase.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall coordinate the consultants' Schematic Design Services.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall submit to Owner an updated Project Schedule for the Project.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Schematic Design cost opinion, and the Owner's construction budget such that they are in agreement and approval prior to moving to the next phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project in effect at the time of document preparation or reasonably foreseeable.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5.1 The Architect shall attend meetings with Owner and Owner's staff to review the Construction Documents, the Construction Documents opinion of the Cost of Work, and status of the Project Schedule. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Construction Documents Phase.

§ 3.4.6 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Construction Documents Phase opinion of the Cost of Work, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF) of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date;
- .6 assisting Owner in bid evaluations, as necessary or as requested by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date; and
- .5 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Failure to notify the Owner of observed defects and deficiencies constitutes a breach of this Agreement and shall be a deviation from the Architect's agreed standard of professional care. While on site, the Architect will attend OAC Meetings with the Owner and Contractor to review the Project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, sustainability documentation (if applicable), and construction schedule status along with coordination issues that need resolution by the Owner, Architect and Contractor.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be subject to the Owner's approval. The Architect will review substitution requests from the Contractor only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control or on request by the Owner for the purposes of reducing the Project budget.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within 10 days excluding delivery time to and from the Contractor. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days. If the Contractor makes large, bulk submittals at one-time, additional time may be allocated to the Architect and his consultants to review them. The initial date for submittal review by Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall prepare Architect's Supplemental Instructions (ASIs) when deemed necessary by the Architect and issue them to Contractor.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil Engineering	Included in Basic Services
§ 4.1.1.9 Landscape Architectural Design	Included in Basic Services
§ 4.1.1.10 Structural Engineering Design	Included in Basic Services
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.13 MEP Engineering Design	Included in Basic Services
§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.15 On-site project representation	Not Provided
§ 4.1.1.16 Conformed documents for construction	Included in Basic Services
§ 4.1.1.17 As-designed record drawings	Included in Basic Services
§ 4.1.1.18 As-constructed record drawings	Not Provided
§ 4.1.1.19 Post-occupancy evaluation	Not Provided
§ 4.1.1.20 Facility support services	Not Provided
§ 4.1.1.21 Tenant-related services	Not Provided
§ 4.1.1.22 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.23 Telecommunications/data design	Not Provided
§ 4.1.1.24 Security evaluation and planning	Not Provided
§ 4.1.1.25 Commissioning	Not Provided
§ 4.1.1.26 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.27 Fast-track design services	Not Provided
§ 4.1.1.28 Multiple bid packages	Not Provided
§ 4.1.1.29 Historic preservation	Not Provided
§ 4.1.1.30 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.31 Geotechnical Analysis	Owner
§ 4.1.1.32 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.33 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«N/A »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

1. « Existing facilities surveys - Services may include the following Scope:
 - a. Onsite point-cloud scanning and standard laser measuring of existing facilities within the Scope of the Contract Documents.
 - b. Complete facility survey package provided to Owner and Architect, including or AutoCAD files for developing and coordinating with the Contract Documents.

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 The provision of Additional Services in excess of those referenced in this Section 4, et. al. shall not entitle the Architect to additional compensation or an adjustment in the Architect's schedule unless specifically authorized by Owner and memorialized by written change order to this Agreement. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization: Such written authorization to proceed shall not be construed as a change order or acquiescence to a request for change order unless the Owner expressly states in such written authorization that the notice constitutes a change order entitling the Architect to additional compensation.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Design services in regards to existing physical conditions that could not be reasonably known or discovered prior to construction; .

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Twelve » (« 12 ») visits to the site by the Architect during construction
- .3 « One » (« 1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « One » (« 1 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « Eighteen » (« 18 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires an extensive detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.3.1 The Architect shall compile the preliminary opinion of the Cost of Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professions, and

experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefore, competitive bidding or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary opinion of the Cost of Work:

1. The Opinion of the Cost of Work will assume a competitive sealed proposal process for the entire scope of Work, as defined by the plans and specifications. Competitive sealed proposal process is defined as receiving responsive proposals from a minimum of three (3) Contractor proposers.
2. If the number of proposals indicated in 6.3.1.1 above are not received by the Owner, the proposals may deviate from the Architect's evaluation of the Owner's budget or the preliminary opinion of the Cost of Work.

Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional/global supply and demand, regional inflation, global geopolitical policy changes, or natural disasters/acts of God, such as hurricanes, flooding, etc.; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary opinion of the Cost of Work to differ from actual bids.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner in its sole discretion, may choose adjust the Project accordingly.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 As part of the total compensation which Owner has agreed to pay Architect for the professional services to be rendered under the Contract, Architect agrees that hard copies of all finished and unfinished "Instruments of Service" including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/ advertisement for bids incorporating any Owner standard provisions provided by Architect, all of which are produced by Architect and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however,

ownership of the underlying work product shall remain the intellectual property of the Architect. Owner shall have the right to use such work products for Owner's purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. Any reuse without the express written consent of the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect. The above notwithstanding, Architect shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51, and therefore any type of hold harmless provision obligating the City is likely unenforceable or enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be submitted to senior management for each party for attempted resolution and then be referred to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

§ 8.2.2 Mediation, shall be administered through a private mediator mutually selected by the parties. In the event the parties cannot agree on a mediator, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, expenses only paid if directly attributable to fault of Owner.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The parties acknowledge and agree the Owner is subject to the Texas Public Information Act as set out in Texas Government Code Chapter 552.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Percentage Basis
(Insert percentage value)

«Eleven» («11») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. with initial agreed upon fee of ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS. (\$198,000.00 USD)



- 2 Other – Adjustments to project budget will be made throughout the project based upon the City’s most recently approved OPINION OF PROBABLE COST (OPC) as developed and approved at the conclusion of each Phase. Opinion of probable costs are required to be approved in writing by City as the end of each Phase. The fee for the next phase will be adjusted commensurate with the agreed upon lump sum fee of eleven Percent (11%) of the OPC of Cost of Work and proportionally allocated to the individual phase fee increment shown in the fee schedule in 11.5.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«N/A »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

«N/A »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «TEN» percent («10»%), or as follows: *(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

« Any additional services must be approved by Owner in writing and may require city council approval. »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design	« Twenty »	percent (« 20 »	%)
Design Development	Twenty-Five	percent	(25%)	
Construction Documents	« Thirty-Five »	percent (« 35 »	%)
Bidding & Construction Phase	« Twenty »	percent (« 20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«Exhibit B – 2024 Hourly Rates »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Registration fees and permitting fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .2 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants as a plus «TEN » percent (« 10 » %) of the expenses incurred.

« »

§ 11.9 Payments to the Architect

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with Chapter 2251 of the Texas Government Code. Amounts unpaid «THIRTY » (« 30 ») days after the invoice date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« A. GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, IN ACCORDANCE WITH SEC 271.904 TEXAS LOCAL GOVERNMENT CODE, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF ARCHITECT'S STANDARD OF CARE, BY THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL

PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

4. DUE TO THE FAILURE OF ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

B. REIMBURSEMENT OF GOVERNMENTAL AGENCY’S FEES IN DEFENSE OF CLAIMS. To the extent Owner incurs attorney’s fees in defense of any claim asserted against the Owner which arises or results from the alleged acts or omissions of the Architect described in Section A above, Architect shall reimburse Owner its reasonable attorney’s fees in proportion to the Architect’s liability found after a final adjudication of liability.

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Exhibit A - Basic Scope of Work
Exhibit B – 2024 Hourly Rates»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Chris Whittaker» «City Manager »
(Printed name and title)

ARCHITECT *(Signature)*

«Claudia T. Walker, RLA » « Dir. of Landscape
Architecture »
(Printed name, title, and license number, if required)

PRELIMINARY PROJECT SCHEDULE - TASKS

<u>Key Activities</u>	<u>Responsible Party</u>	<u>Duration (wks)</u>	<u>Due Week of*</u>
Contract Award	City	-	9/24/2024
Phase I-Schematic Design Kickoff	Burditt/City	-	10/1/2024
Initiate Topo Survey	City	-	10/1/2024
Deliver Preliminary Schematic Design & OPC to City for Review & Comment	Burditt	8 wks	11/25/2024
Receive Topo Survey	Burditt	8 wks	11/25/2024
City Comments (Preliminary Schematic Design) Transmitted to Burditt	City	2 wks	12/9/2024
Deliver final renderings for marketing use	City	2 wks	12/9/2024
Initiate Geotech Survey	City		12/9/2024
SD Phase Complete	Burditt	10 wks	12/9/2024
Phase II - Design Development Kickoff	Burditt/City	-	12/30/2024
Receive Geotech Survey	City	8 wks	2/3/2025
Deliver 50% DD Documents to City for Review & Comment	Burditt	6 wks	2/10/2025
Attend Predevelopment Meeting	Burditt/City		2/10/2025
City Comments (50% DD) to Burditt	City	2 wks	2/24/2025
Deliver 90% DD Documents to City for Review & Comment	Burditt	4 wks	3/24/2025
City Comments (90% DD) to Burditt	City	2 wks	4/7/2025
Deliver 100% DD Documents to City for Review & Comment	Burditt	4 wks	5/5/2025
City Comments (100% DD) to Burditt	City	2 wks	5/19/2025
DD Phase Complete	Burditt	20 wks	5/19/2025
Phase III - Construction Document Kickoff	Burditt/City	-	5/19/2025
Deliver 30% CD Documents to City for Review & Comment	Burditt	6 wks	6/30/2025
City Comments (30% CD) to Burditt	City	1 wks	7/7/2025
Internal 60% CD Documents to City for Review & Comment	Burditt	4 wks	8/4/2025
City Comments (60% CD) to Burditt	City	2 wks	8/18/2025
Deliver 90% CD Documents to City for Review & Comment	Burditt	4 wks	9/15/2025
City Comments (90% CD) to Burditt	City	2 wks	9/29/2025
Deliver (100% CD) Issue for Permit Review	Burditt	3 wks	10/20/2025
City Comments (100% CD) to Burditt & Issue for Permit	City	2 wks	11/3/2025
CD Phase Complete	Burditt	24 wks	11/3/2025
Phase IV - Bidding Support Kickoff	City/Burditt		11/3/2025
Deliver Project Manual to City for Review & Comment	Burditt	2 wks	11/3/2025
City Comments (Project Manual) to Burditt	City	1 wks	11/10/2025
Advertise Bid Package	City	1 wks	11/17/2025
Conduct Pre-Bid Mtg	City/Burditt	2 wks	12/1/2025
Second Bid Advertisement	City	2 wks	12/1/2025
Receive Bids	City	3 wks	12/8/2025
Evaluate Bids & Make Recommendations to City	Burditt	1 wks	12/15/2025
Select Contractor	City	1 wks	12/22/2025
Approve Construction Contract	City	2 wks	1/5/2026
Construction Contract NTP	City	3 wks	1/26/2026
Bidding Support Phase Complete	City/Burditt	12 wks	1/26/2026

* Preferred day of the week for submittals to be coordinated with client.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/24/2024

PREPARED BY: Neal Morton

AGENDA CONTENT: Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

This campaign is to raise money for Muscular Dystrophy and help send kids suffering from the condition to summer camps. This campaign has always been successful here in Angleton. This year we would like to shoot to perform this campaign on 9/28/24. We will be soliciting donations by standing in the intersection of Cannon and Velasco between the hours of 9AM - 5PM.

Safety Precautions: All members will have reflective breakaway vests. Orange cones and signs will be placed on the yellow lines well before the intersection to make drivers aware. Truck will be positioned around the intersection also for awareness. No cadets will be in the intersections of Velasco, we will only use them on Cannon.

AAEMC will also be helping us as well in between their calls. Same safety precautions exist for them.

RECOMMENDATION:

EnterTextHere



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 24, 2024

PREPARED BY: Jason Hubbell

AGENDA CONTENT: Solar Lighting

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$96,443.00

FUNDS REQUESTED: \$96,443.00

FUND: ARPA

EXECUTIVE SUMMARY: Public Works staff has compiled a list of recommended streets. They were either petitioned for, recommended by residents in some manner, or staff recommended. This project went out for proposals. The bid opening was September 5, 2024. Staff recommends working with Fonroche Lighting America, the lowest bidder.

Colony Drive - 5 lights. The quote we received to rework the current electrical back in 2022 was around \$60,000.

Farrer Street - has been suggested previously by residents - 9 lights

North Brook - petitioned. - 9 lights

RECOMMENDATION: The streets listed above are the streets staff recommend for new solar light installations. Staff are looking for council recommendations, and guidance, on the next set of solar light installations.

Solar Streetlights Project

Item	Quantities	Streets	
1	9	Northbrook Dr.	<u>\$ 37,431.00</u>
2	9	Farrer St.	<u>\$ 37,431.00</u>
3	10	Colony Square	<u>\$ 41,590.00</u>
4	5	Robinhood Lane	<u>\$ 20,795.00</u>
5	5	Colony Drive	<u>\$ 20,795.00</u>
Total: 38 Solar streetlights			<u>\$158,042.00</u>

To whom it may concern,

Total price to purchase deliver and install the following of 38 solar street lights for the City of Angleton Bid No. 2024-06 project is **\$360,000.00**

Materials to be installed:

- Solar light – SCL2 Sid Pole Mount Universal Black Type 3 4000K
- Pole Square Straight Aluminum [20' AGH] 0.188" Wall 4" Butt Dia. 4" Top Dia. 4 Bolt Base No Arm Black Powder.

This will include delivery installation, restoration of area to like condition, all ancillary materials, project management and final testing.

What is not included:

- If we hit rock in a specific location there will be a Rock adder discussed with the City prior to placing that specific pole
- Design
- Permitting

Sincerely,



Israel P. Lopez

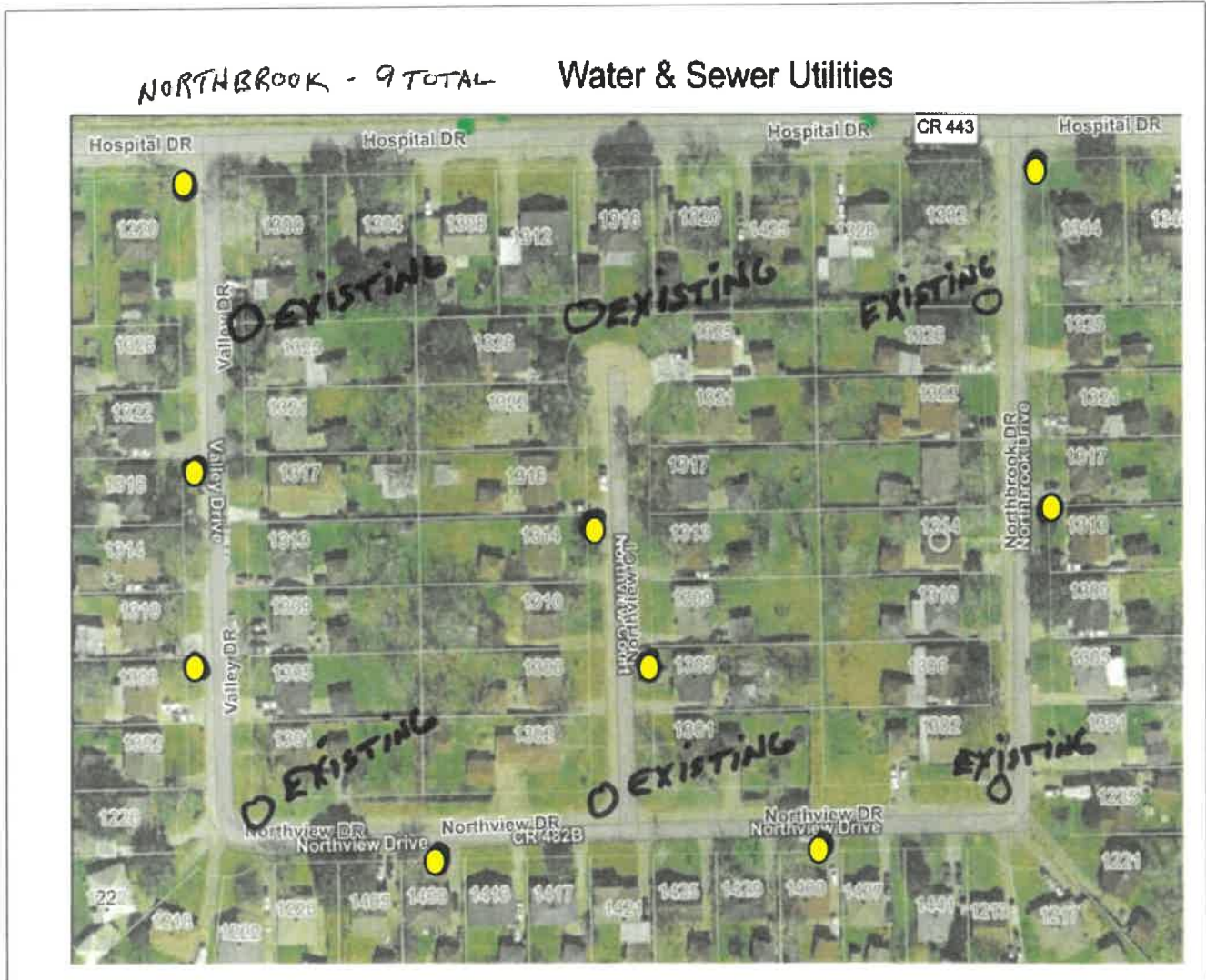
Executive VP

Appendix I

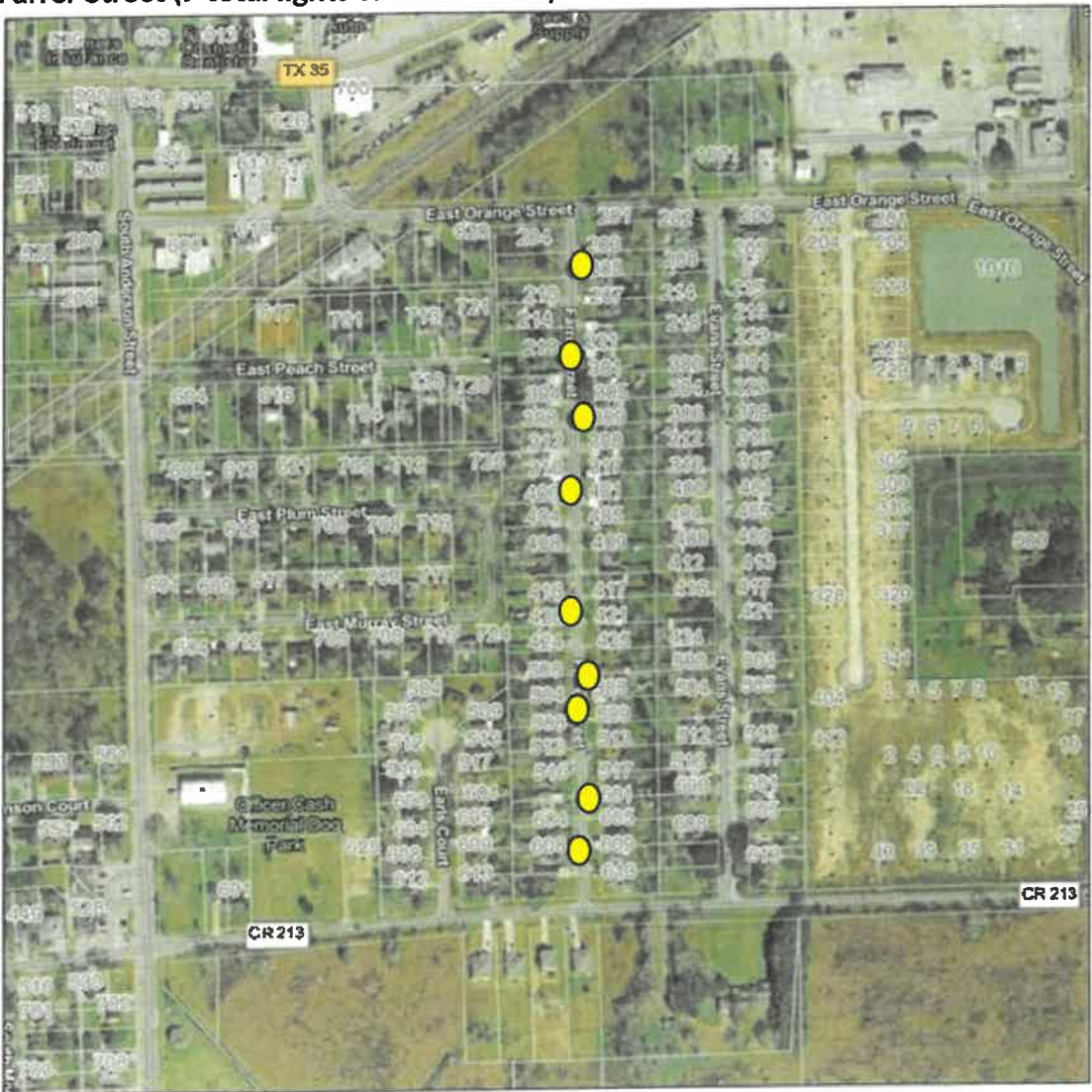
Maps for Solar Streetlights

The yellow dots indicate where the new solar streetlights will be placed.

Northbrook Street

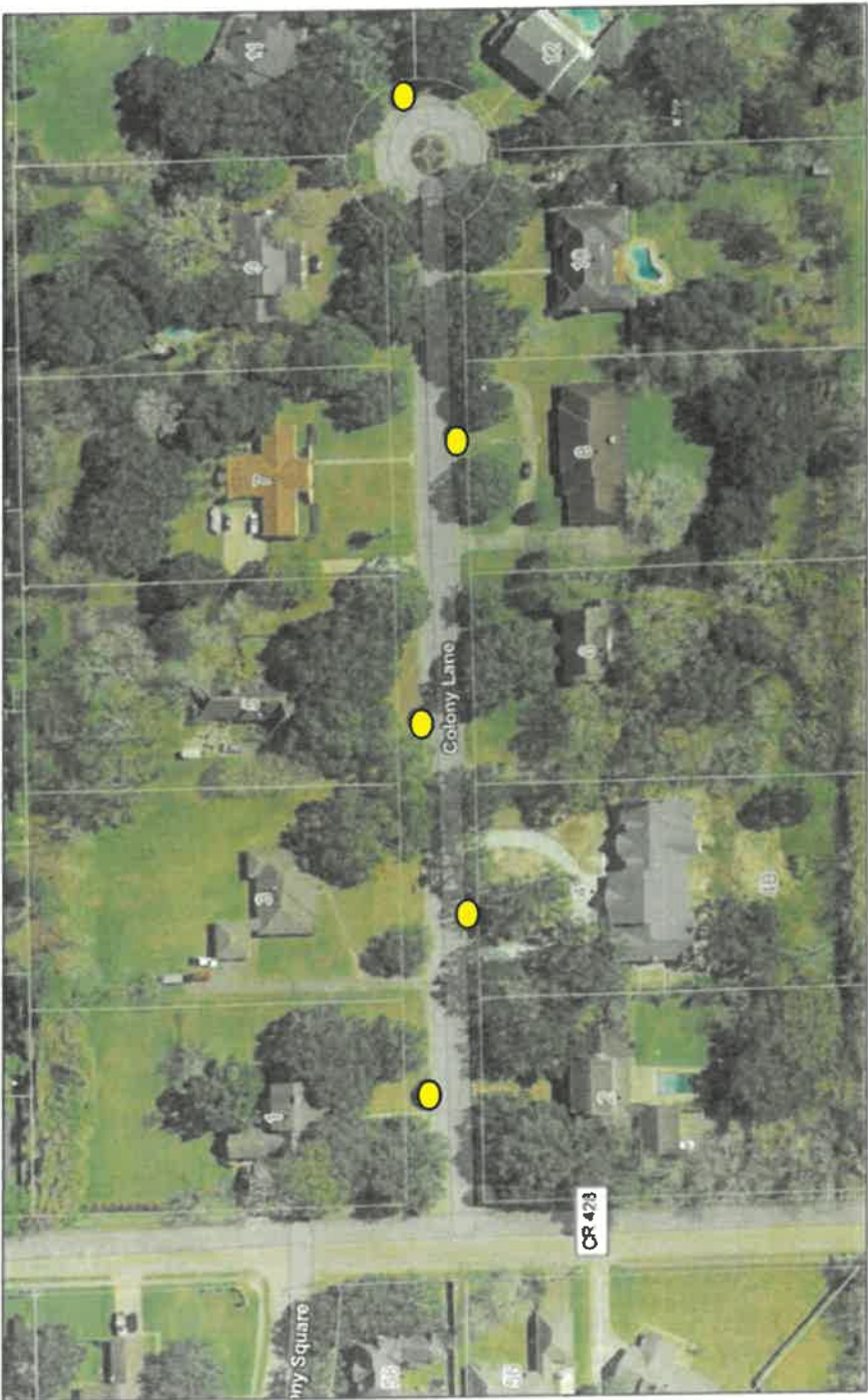


Farrer Street (9 total lights to be installed)



Colony Drive

Solar Streetlights Project



7/24/2024

Colony Drive: Total: 5 solar streetlights

1:1,481
 0 0.01 0.02 0.04 mi
 0 0.02 0.04 0.07 km
 Map data © OpenStreetMap contributors, Inroadz, Facebook, Inc and its affiliates, Esri Community Maps contributors, Map layer by Esri, Source

2 - Farrer Street		 <p>4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com</p>
Lighting Plan Rev B Project Number: G7889	By: Michael Zermani michael.zermani@fonroche.us Date:8/20/2024	



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	9	T3-CK16B-3000K-28W	SINGLE	5236

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Farrer Street	Illuminance	Fc	0.37	2.1	0.1	3.70	21.00

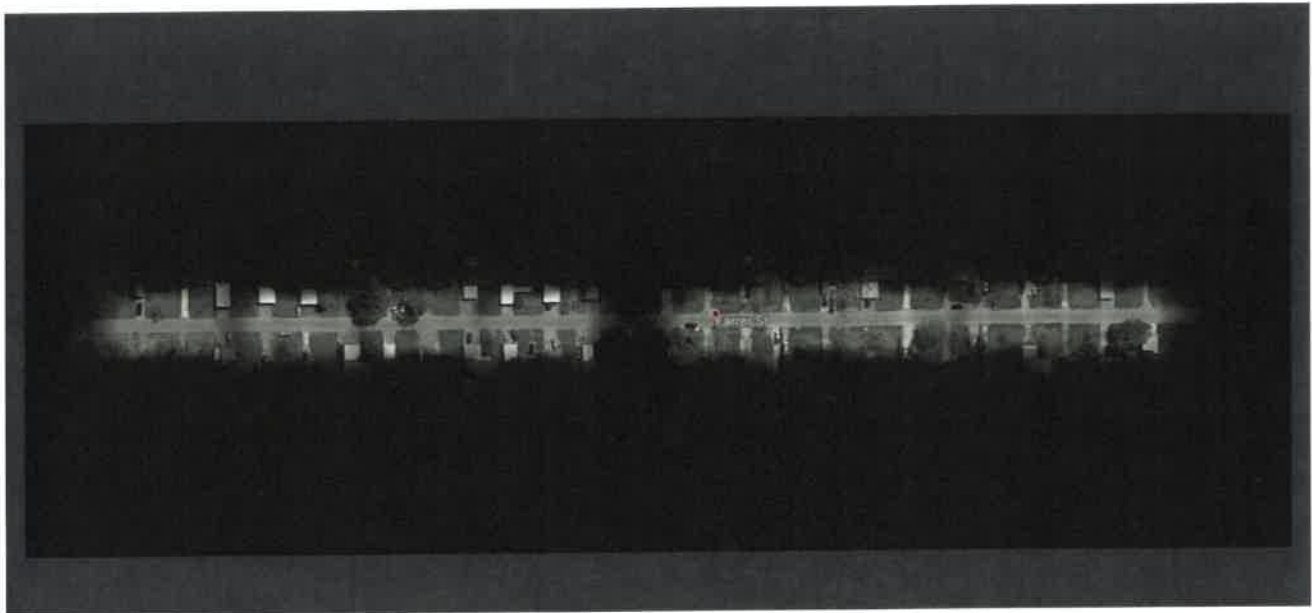
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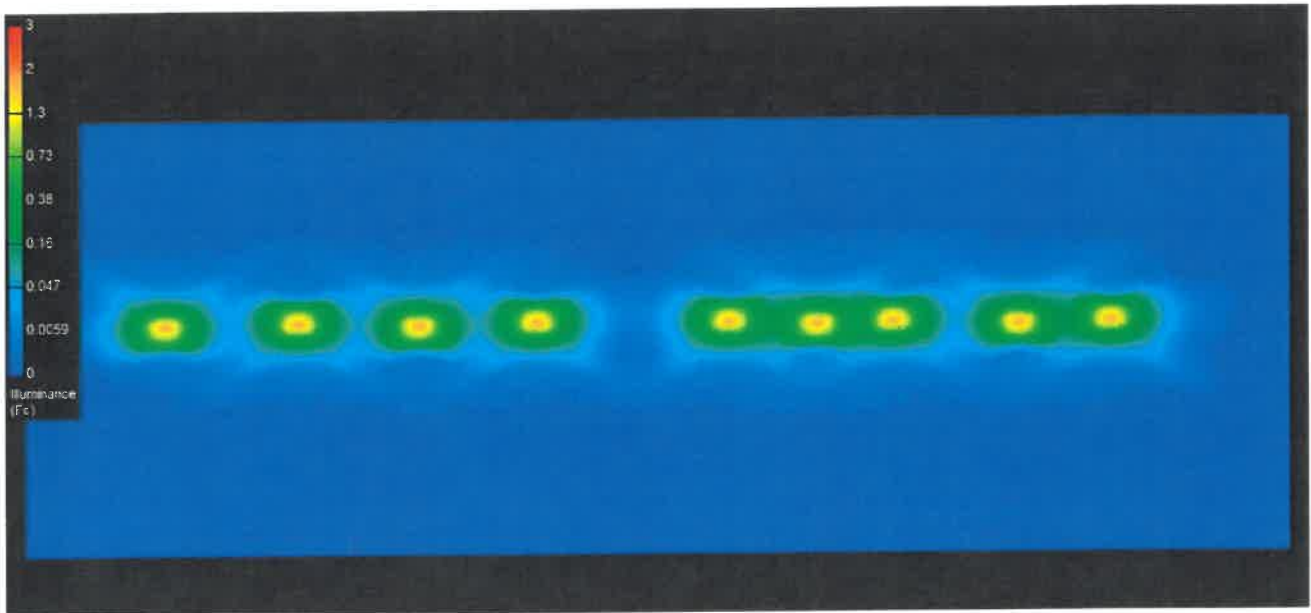
2 - Farrer Street



Lighting Plan Rev B
Project Number: G7889

By: Michael Zermani
michael.zermani@fonroche.us
Date:8/20/2024

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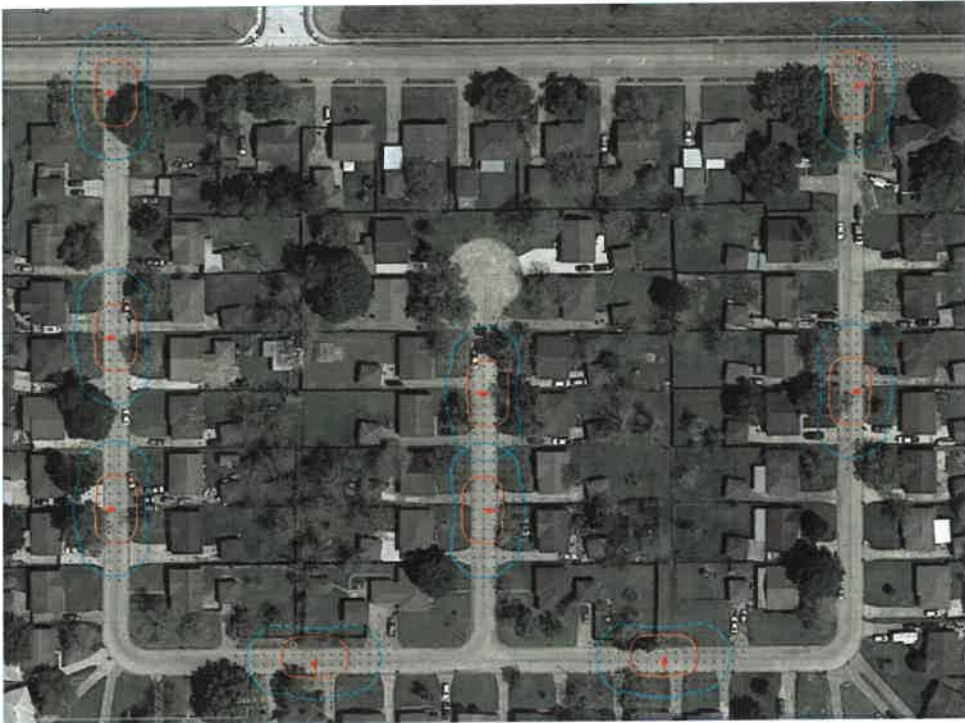
3 - Northbrook Drive



4900 David Strickland Road
 Forest Hill, TX 76119
 Phone Number: (339) 225 4530
 www.fonrochesolarlighting.com

Lighting Plan Rev B
 Project Number: G7889

By: Michael Zermani
 michael.zermani@fonroche.us
 Date: 8/20/2024



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	9	T3-CK16B-3000K-28W	SINGLE	5236

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Northbrook Drive	Illuminance	Fc	0.37	2.0	0.1	3.70	20.00

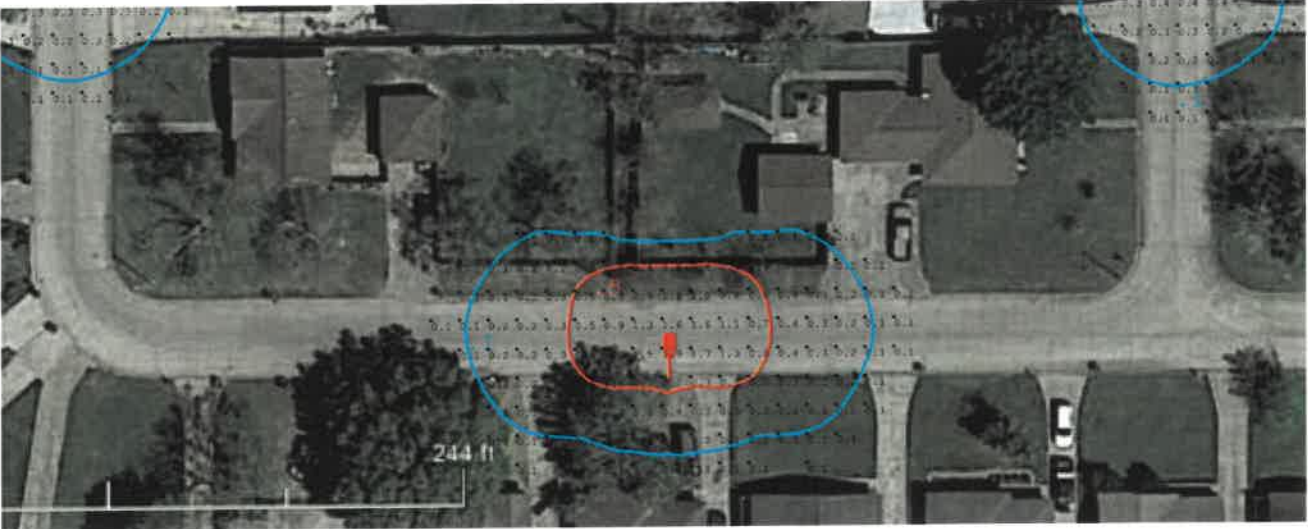
3 - Northbrook Drive



Lighting Plan Rev B
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Date: 8/20/2024

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Luminaire Schedule				
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Northbrook Drive	Illuminance	Fc	0.37	2.0	0.1	3.70	20.00

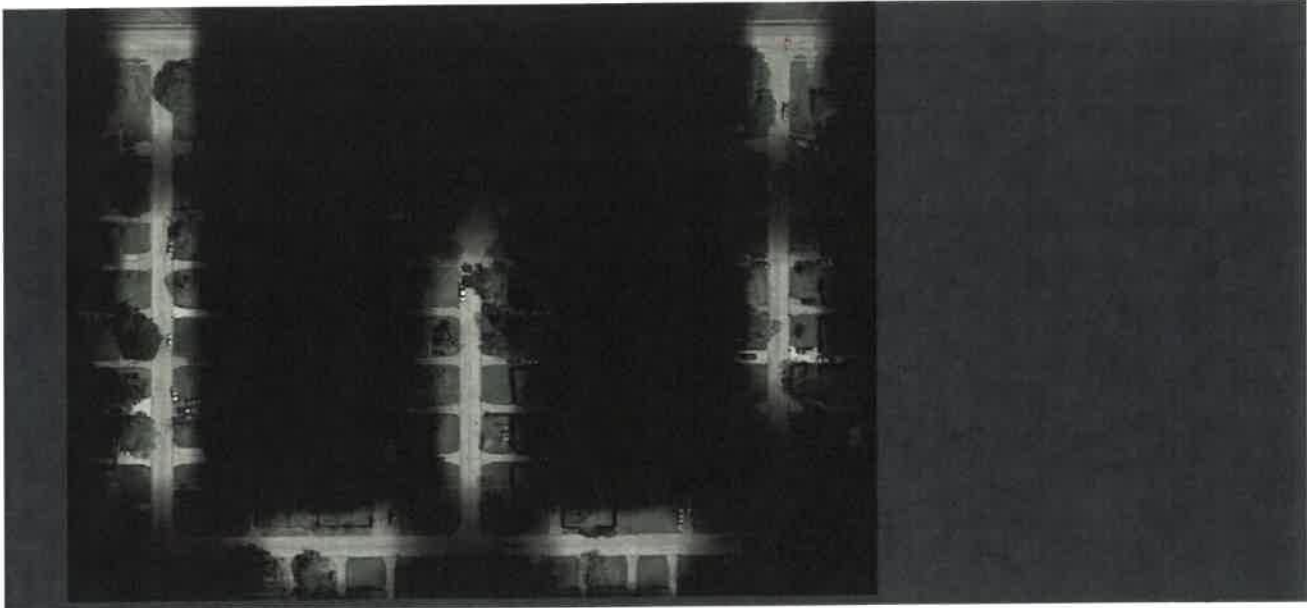
3 - Northbrook Drive



Lighting Plan Rev B
Project Number: G7889

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Date:8/20/2024

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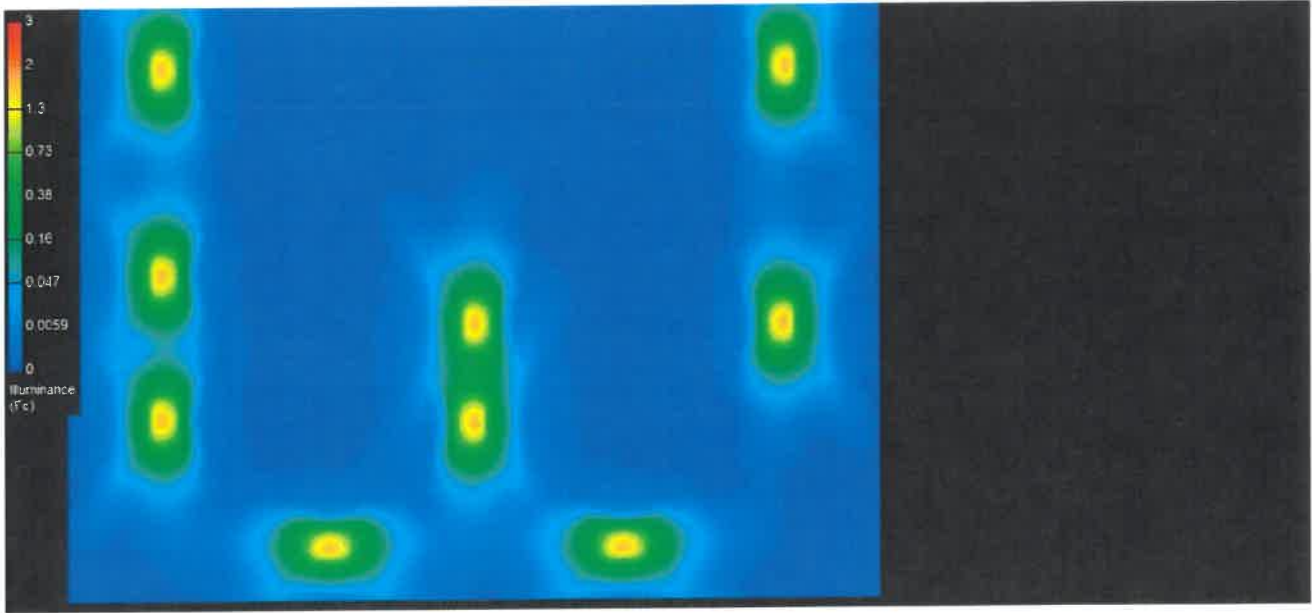
3 - Northbrook Drive



Lighting Plan Rev B
Project Number: G7889



By: Michael Zermani
michael.zermani@fonroche.us
Date: 8/20/2024

4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



5 - Colony Drive		 <p>4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com</p>
Lighting Plan Rev B Project Number: G7889	By: Michael Zermani michael.zermani@fonroche.us Date:8/20/2024	



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	4	T3-CK16B-3000K-28W	SINGLE	5236
	1	T4-CK16B-3000K-28W	SINGLE	5040

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Colony Drive	Illuminance	Fc	0.37	2.0	0.1	3.70	20.00

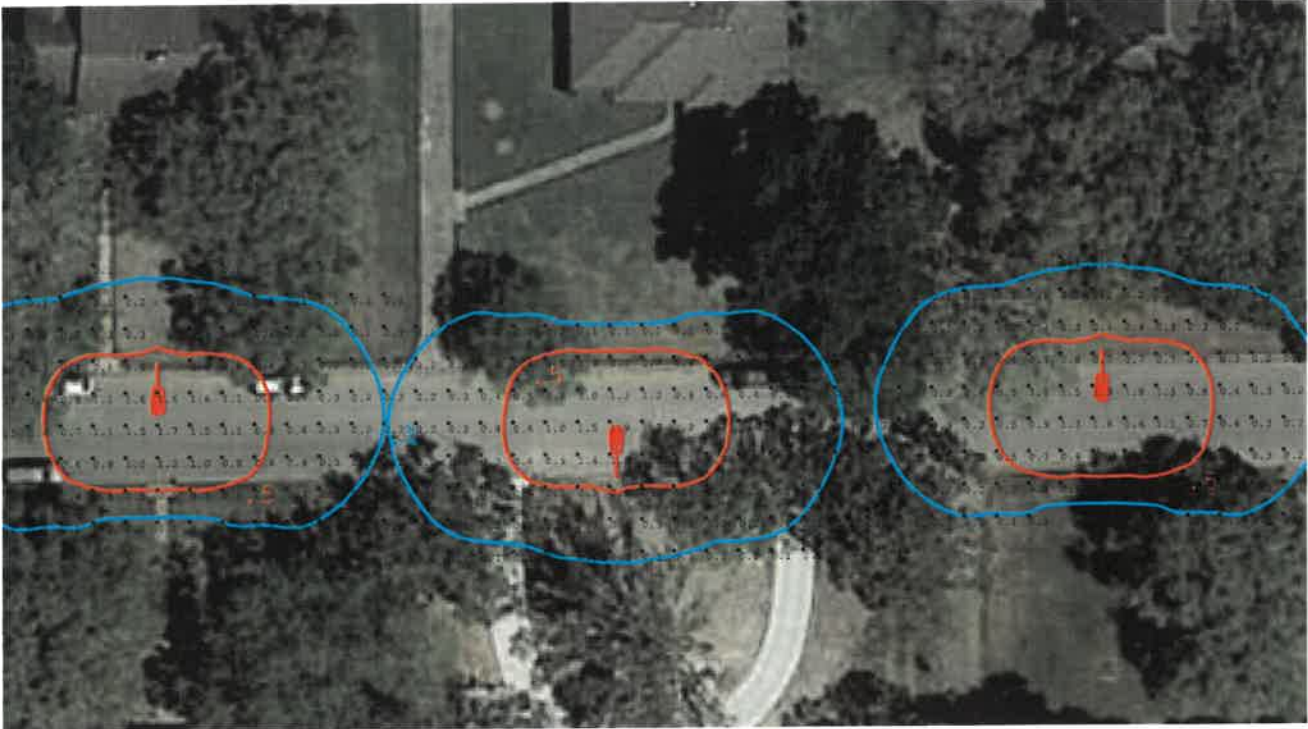
5 - Colony Drive



Lighting Plan Rev B
Project Number: G7889

By: Michael Zermani
michael.zermani@fonroche.us
Date: 8/20/2024

4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	4	T3-CK16B-3000K-28W	SINGLE	5236
	1	T4-CK16B-3000K-28W	SINGLE	5040

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Colony Drive	Illuminance	Fc	0.37	2.0	0.1	3.70	20.00

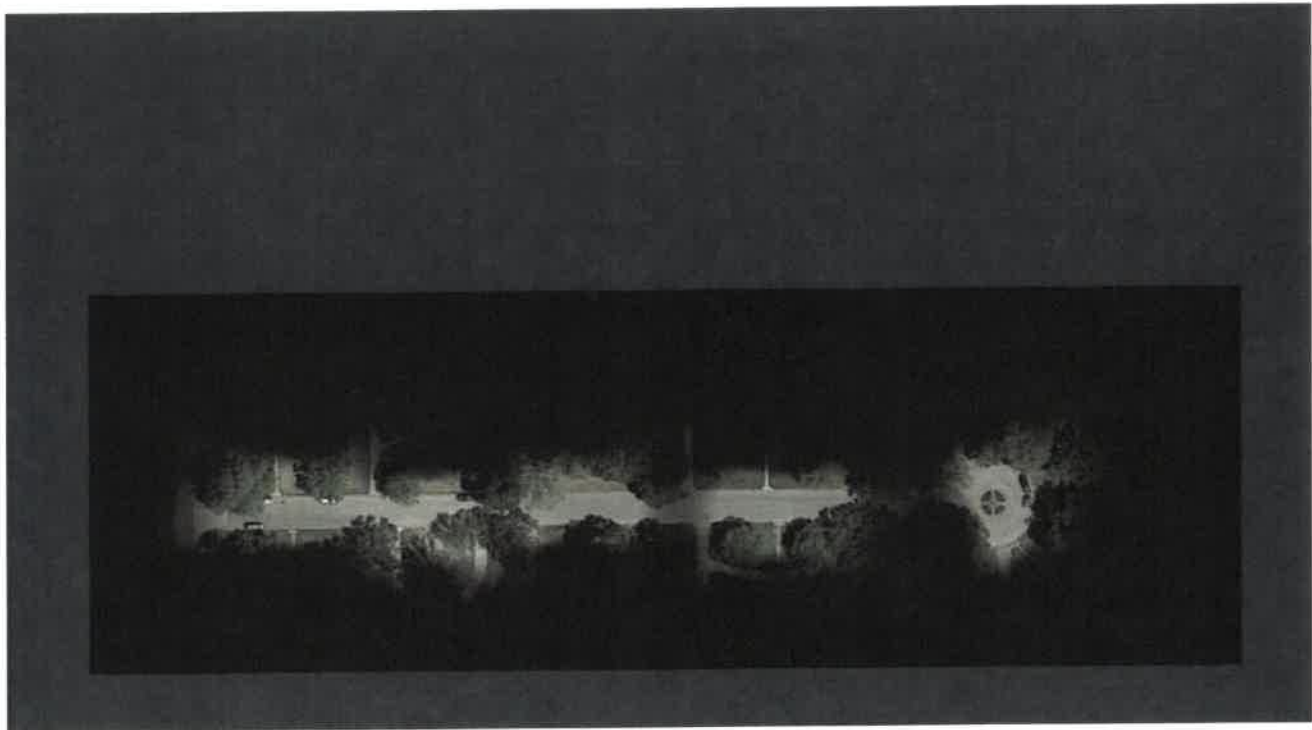
5 - Colony Drive



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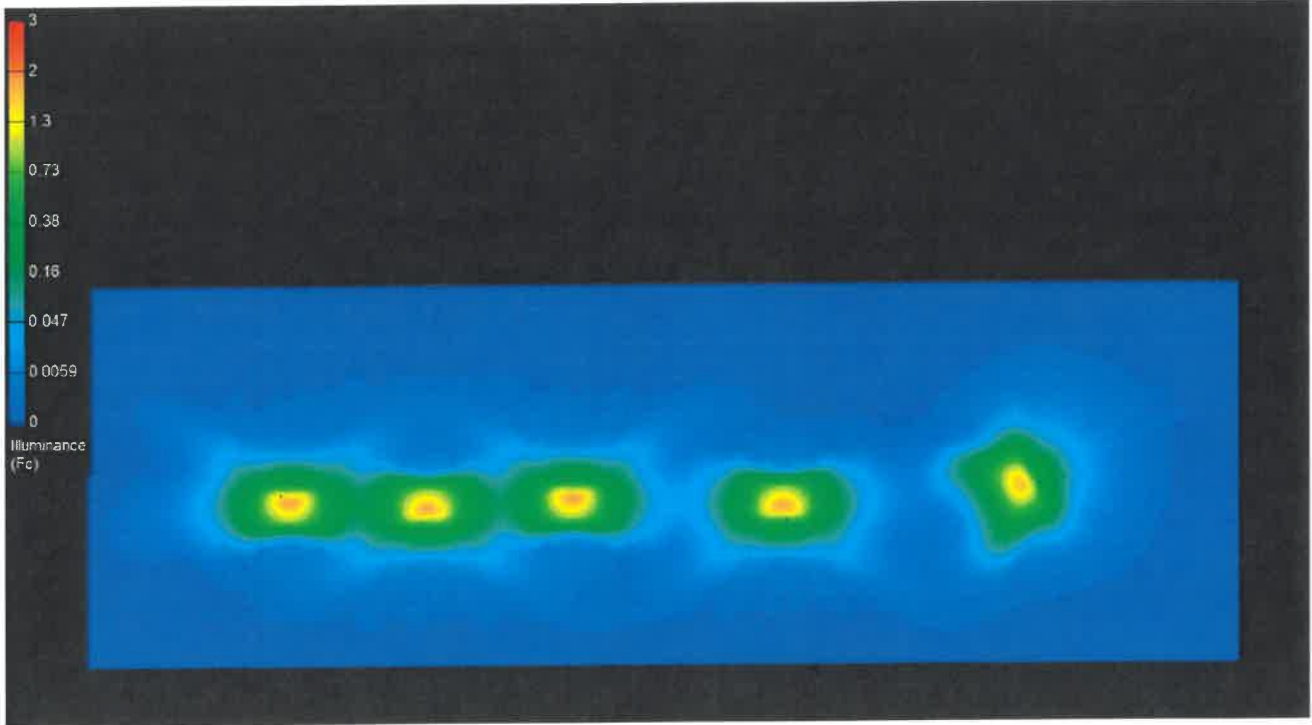
5 - Colony Drive



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michael.zermani@fonroche.us
Date: 8/20/2024

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www.fonrochesolarlighting.com





AGENDA ITEM SUMMARY FORM

MEETING DATE:

PREPARED BY: John Deptuch

AGENDA CONTENT: City Hall Annex RFPs

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$300,000

FUNDS REQUESTED: \$422,500.00

FUND: Bond 2022

EXECUTIVE SUMMARY:

The City of Angleton solicited sealed bid proposals from qualified general contractors to provide contracting and construction services for the Angleton City Hall Annex Renovations. These services, as outlined in Section 3 of the Scope of Work of the RFP, include renovations necessary to complete the City Hall Annex.

The City shall select the Proposal that offers the “best value” for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the RFP in accordance with Chapter 252 of the Texas Local Government Code and with the City’s purchasing policy.

Three bids were received in response to the RFP, and after thorough evaluation, Construction Masters was rated the highest by the evaluation board. Construction Masters have previously done work with this City on the following Projects:

- Wastewater Treatment Plant Lab Renovations
- Leased Side of City Hall Annex Renovations

Bids Received:

- **Construction Masters**
- **Steward Brothers**
- **Royal Services**

Note: The RFP does not include the cost of IT work and A/C repairs.

RECOMMENDATION:

Award the contract for City Hall Annex Renovations to Construction Masters as the top-rated proposal based on the results of the RFP evaluation board.



REQUEST FOR PROPOSALS

**RFP 2024-05
City Hall Annex Renovations
General Contractor Services**

**WHEN SUBMITTING A SEALED PROPOSAL,
PLEASE MARK THE ENVELOPE**

City Hall Annex Renovations

Proposal Due Date: 2:00 P.M., July 18, 2024

No Proposals submitted after the above deadline will be accepted.

**Mandatory pre-proposal conference will be held at
City Hall 121 S. Velasco Street, Angleton, Texas 77515
at the following date and time:
Monday, July 8, 2024 at 9:00 a.m.**

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: NOTICE TO PROPOSER

SECTION 3: SCOPE OF WORK

SECTION 4: APPENDICES

SECTION 1

INTRODUCTION

1.1 Request for Proposal

The City of Angleton is soliciting sealed proposals in response to this Request for Proposal, RFP, from qualified general contractors to provide contracting and construction services for the Angleton City Hall Annex Renovations (the “**Services**”). The Services are more specifically described in **Section 3** the Scope of Work of this RFP.

The City is soliciting competitive sealed proposals from general contractor/construction firms having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by the City. The words “bidder”, “proposer”, or “respondent” are all used interchangeably and have the same meaning, throughout this Request for Sealed Proposals.

1.2 Public Information

The proposer is hereby notified that the City strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this request for proposals and the responding company agrees that the agreement can be terminated if the company intentionally fails to comply with a requirement of that chapter. The vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.3 Type of Agreement

All responding Proposers hereby put on notice that if awarded an agreement for procurement of goods or services, the City is entering into that agreement in its governmental capacity, and not a proprietary capacity.

The selection of a responding company or an award of an agreement to a responding Proposer does not guarantee that the City shall in fact purchase goods or services, or enter into an agreement, or guarantee any particular volume use, number, or sales.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of the Proposer to acquaint himself/herself with existing

SECTION 1

conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that the City has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.4 **Clarifications and Interpretations**

Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The city shall not be responsible or liable for any errors or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

The City may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only the City's responses that are made by formal written Addenda will be binding on the City. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by the City prior to the Submittal Deadline shall be and is hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's response.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.5 **Proposal Evaluation Process**

The evaluation of the submitted Proposals shall be based on the requirements and percentages described in **Section 2.2 (Selection Criteria)** of this RFP. All timely, properly submitted Proposals shall be reviewed, evaluated, and ranked by the City.

The City shall select the Proposal that offers the "best value" for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the RFP – in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by the City as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, the City may invite one or more selected Proposers to participate in oral presentations.

SECTION 1

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification. Vendors shall not contact any City personnel during the proposal process.

The City may make the selection of the Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, Proposals should include five (5) additional copies of the sealed proposal. The submission should also be accompanied by one electronic file included in a flash drive. The sealed proposal should include the following information in addition to the items set forth in Section 2.2 Criteria:

1. Summary of Qualifications—Provide all relevant information necessary to allow the City to conduct a thorough analysis of the firm’s ability to perform the services associated with the renovation of the City Hall Annex.
2. Relevant Experience—Provide a detailed overview of successful projects written within the last five (5) years, including project cost along with detailed information on the project.
3. List of References—Provide contact information for five (5) recent clients with whom the submitting company has recently been contracted by. Contact information should include the name, phone number, and email address for a decision maker and person authorized to speak on behalf of the submitting contractor’s client.
4. Staff Information—Provide pertaining information on Staff that will be assigned to the City of Angleton City Hall Annex work if an agreement is issued to the company.
5. Cost Estimating and Fees—Responding Proposer’s fees and costs to perform the scope of work.

The five (5) work references shall have the following: Name of client, address, phone number, email address, contract period dates, description of services provided, contract amounts.

After submission of a proposal, but before final selection of a Contractor is made, the City may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final** proposal. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on the Proposer. The City is not obligated to select the Proposer offering the most attractive economic terms if their Proposal is not representative of the best value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City.

If only one proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable and provides the best value for the City.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the City’s Finance Department. All presentations or meetings between the City and the Respondent relating to this proposal shall be coordinated by the City’s Finance Department. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City’s best interest, and the most advantageous to the City.

The City reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of the City. The proposer is hereby notified that the City will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by the City.

SECTION 1

1.6 City's Reservation of Rights

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

The City reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If any Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The City reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.7 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred by responding to this RFP shall be at the sole risk and responsibility of the Proposer.

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and the City has made no representation written or oral that one or more agreements with the City will be awarded under this RFP; (2) the City issues this RFP predicated on the City's anticipated requirements for the Services, and the City has made no representation, written or oral, that any particular scope of services will actually be required by the City; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a submitted proposal in response to this RFP.

1.8 RFP Withdrawals and Amendments

The City reserves the right to withdraw this RFP for any reason. The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline. To obtain the best offers, the City may allow the submission of revisions after proposals are submitted and before the award of the contract.

1.9 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152, and Section 2252.152.

The City Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Appendices** for these documents.

1.10 Proposal Validity Period

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the services set forth in the Scope of Services at the price(s) shown in the submitted Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of one hundred eighty (180) days from the submittal deadline, or until an agreement has been awarded by the City.

1.11 Equal Opportunity Employer

SECTION 1

The City is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.12 **Conflict of Interest Questionnaire (Form CIQ)**

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by the Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Appendix B**.

1.13 **Disclosure of Interested Parties Form 1295**

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.14 **Protest Procedure**

Any respondent that submits a proposal may protest. The protest will be submitted in writing to the City's Finance Director/Purchasing Division within three working days after such an aggrieved person knows of or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Finance Director/Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or agreement number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- ii. In the case of request for proposals, the City's Finance Director shall ask the protestor to deliver, via electronic mail, the protest to relevant parties.
- iii. The City Manager has the authority to render the final determination regarding the protest. Any determination rendered will be final.

Compliance with Angleton Code of Ordinances Section 2-144 Procurement & Formal Bidding Process and in accordance with Texas law.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

2:00 P.M., Thursday, July 18, 2024

2.2 Criteria for Selection

Proposer is encouraged to provide a proposal that includes terms and conditions offering the best value and maximum benefit to the City as prescribed by Section 252.043 Texas Local Government Code in terms of the following:

Scoring Criteria:

1. Purchase Price/Pricing
2. Reputation of Respondent/Proposer and the reputation of goods and services
3. Quality of goods and services
4. The extent to which the goods or services meet the City's needs
5. The Proposer/Respondent's past relationship with the City
6. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing person with disabilities
7. The total long-term cost to the City to acquire the Proposer's goods or services
8. Past Performance on similar projects of size and scope
9. Experience of Project Manager or Site Superintendent

An evaluation team from the City will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. The City may consider additional information, if the City deems such information relevant.

SECTION 3

Scope of Work

3.1 Project Title: City Hall Annex Renovation

3.2 Special Conditions (Bonds, Federal Clauses, etc.)

Prior to beginning work bidding Contractors are required to execute a payment bond for the protection of suppliers of materials or labor for the project. The City requires the Bidding Contractor to execute a performance bond solely for the protection of the City. Both the payment and performance bonds must be written for the total contract value and should be executed by corporate surety in accordance with the Insurance Code prior to commencement of work. The bonds must comply with Texas Government Code Section 2253.021 and Chapter 2253 requirements.

3.3 Brand Manufacture Reference

City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

3.4 City's Payment Terms

The city's standard payment terms for services are "Net 30 days".

3.5 Scope of Work – Requirements

Entry

- Electrical work- convert lights to LED

Utility Clerk

- Demo existing door/frame/hardware (into entry).
- Infill opening to create a transaction counter with a bullet resistant glass and document pass through.
- Cut new opening on lobby side and install one (1) door/frame/office lockset hardware.
- Repair, spot prime and paint existing walls. (Paint color will be functional grey.)
- Replace carpet/cove (carpet will be Rule Breaker 2-0oz and cove base will be 4in black rubber.
- Electrical work relocates one (1) light switch and convert lights to LED

Offices (6 Total)

- Demo two (2) existing doors/frames/hardware/transom along back wall and infill with metal stud and gyp board floated to level 4 finish and painted.
- Layout and install new gyp board partitions to create six (6) offices with the top of the walls framed out for new aluminum window frame and 1/4" glass (approx. 2' h x 5' l each – (see photo of example attached)
- Supply/Install six (6) 3'0x7'0 aluminum door frame/solid core plastic laminate doors (status bronze) with typical office lockset hardware.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black

SECTION 3

rubber.)

- Install three (3) new duplex receptacles and three (3) data drops (box and pull string only) in each office.
- Install one (1) light switch in each office and rewatch lights for each office convert office lights to LED

Storage by Finance Offices

- Layout and install new gyp board partitions to create a new storage room.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey)
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.).
- Electrical work install one switch and convert lights to LED

Corridor & IT

- prep, prime and paint (color will be functional grey) existing wall.
- Repair, spot prime existing walls and paint all walls on corridor side. Prime and paint new wall inside new IT room. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- install new drop-down ceiling in IT and replace tiles as needed outside IT and hallway
- Electrical work convert lights to LED

Lactation Room

- Demo existing walls/doors and countertops.
- Layout and install new gyp board partition to create a new room
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Repair, spot prime existing walls and paint all walls on corridor side. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Install one (1) new light switch and convert lights to LED

Storage Room

- Repair, spot prime existing walls and paint all walls. (color will be functional grey)
- Electrical convert lights to LED
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)

Breakroom

- Demo existing upper/base cabinets and countertop
- Demo existing appliances
- Demo one (1) sink/faucet.
- Fabricate and install new upper/base cabinets with one ADA compliant sink base cabinet with access panel. Color TBD.
- Fabricate and install new plastic laminate countertop. Color TBD
- Supply/Install one (1) new stainless-steel sink and faucet.
- Patch in approx. 10 12"x12" ceiling tiles, new tiles may not match existing.
- install missing tiles and paint the ceiling. (The color will be incredible white.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical convert lights to LED

SECTION 3

Cleaning Crew/Storage:

- Floated to level 4 finish, to separate new janitors' room and city secretary storage room.
- Repair, spot prime existing walls and paint all new/existing walls. Includes the "L" shaped corridor. (color will be functional grey)
- electrical work convert lighting to LED

Corridor to Stairs

- Floated to level 4 finish, prime and prime partition wall to stairs. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- replace missing ceiling tiles
- Electrical work relocate switch to inside new corridor and convert lighting to LED

Utility Teller & Meter Clerk

- Demo existing bank teller line.
- Install new gyp board partition in front of teller line to create an office.
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old doors if possible) color TBD
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical work relocate switch and convert lighting to LED.

Utility Director Office

- Demo all existing upper/base cabinets and countertops.
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint. (color will be functional grey)
- Existing safe to be relocated by carpet installers.
- Electrical work relocate switch and convert lighting to LED.

Finance Director Offices

- Demo approx. 10 ft of window frame and glass.
- Install new gyp board partition wall with one new door opening.
- Install new gyp board partition wall to create two new offices floated to level 4 finish.
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime walls. (color will be functional grey).
- Install one (1) new duplex receptacle and one (1) data drop (box and pull string only) on each side of the new wall
- Electrical relocate switch and convert lighting to LED.

Conference Room

- Layout and install new gyp board partitions to create new conference room) with the top of the walls framed out for new aluminum window frame and 1/4" glass (approx. 2' h x 5' l each – (see photo of example attached)
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Supply/Install one (1) 6'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old doors if possible) color TBD

SECTION 3

- Supply/Install 2 (2) 6'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old double doors if possible) color TBD
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Install two (2) duplex receptacles, one (1) light switch and one (1) under carpet floor plug with raceway for conference table.
- Install two (2) new duplex receptacle and two (2) data drops (box and pull string only) on existing wall.
- Electrical work relocate switch and convert lighting to LED. (see concept drawing)

Lobby

- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Demo existing ceramic tile flooring on lobby side of existing teller desk.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical relocate switch and convert lighting to LED.

Internet Kiosk

- Install three electrical outlets.
- Install three interned cable drop boxes.

Public Works Offices

- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.).
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical convert lighting to LED.

Annex Male & Female Restrooms

- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Make ADA compliant
- Exterior lighting
- All exterior wall pack lighting be converted to LED and hooked to timer.
- light pole in the parking lot be converted to LED and hooked to timer.

Work to Include:

- Labor, materials, equipment, supervision, dumpster, haul off, disposal, final clean of scope of work areas only. Contractor Comply with all State, local and City of Angleton laws, codes, and regulations.

SECTION 3



1.3.2 - Lithonia Lighting Contractor Select CPX 1 ft. x 4 ft. 4280 Lumens Integrated LED Panel Light Switchable Color Temperature



SKU #: 1006405524

1.4.4 - Lithonia Lighting Contractor Select CPX A12 Lens 2 ft. x 2 ft. 3200 Lumens Integrated LED Panel Light, 4000K



SKU #: 1006405520

SECTION 4
Appendices

- Appendix A – Proposal Document**
- Appendix B – Conflict of Interest**
- Appendix C – House Bills 13, 19, 89**
- Appendix D – Nepotism Statement**
- Appendix E – ACH Information**
- Appendix F – References**
- Appendix G – Bid Bond or Guarantee**

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- _____ Appendix A must be included in the submittal.
- _____ Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|---|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification
<input type="checkbox"/> Appendix G – Bid Bond or Guarantee | <input type="checkbox"/> Appendix D – Nepotism Statement
<input type="checkbox"/> Appendix F - References |
|---|--|

All Proposals delivered to the City of Angleton shall include this page with the submittal.

RFP Number:	RFP 2024-05
Project Title:	City Hall Annex Renovations
Submittal Deadline:	Thursday, July 18, 2024 @ 2:00 p.m.

Proposer Information:

Proposer’s Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____ (day) of _____ (month), _____ (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of development corporations;

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or feeregulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this appendix.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
2. It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE OF THE PROPOSAL.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of (Company or

Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE OF THE PROPOSAL.

Appendix D – Nepotism Statement
FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN
THE BID OR PROPOSAL
“NON-RESPONSIVE.”

Item 10.

The Bidder or Proposer or any officer, if the Proposer or Bidder is other than an individual, shall state whether Proposer or Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Angleton by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Angleton

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Angleton

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Angleton.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Angleton.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE OF THE PROPOSAL.

Appendix E – ACH Form

The City of Angleton would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Angleton would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return them to the City of Angleton Finance Department.

Please mail to:

City of Angleton Finance Department
121 S. Velasco St.
Angleton, TX 77515

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 979-849-4364. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provides for the City of Angleton.

Sincerely,

Phillip Conner
Finance Director



ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Angleton to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Angleton responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Angleton receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Angleton Finance Department.

Account Information

Name of Financial Institution: _____
Financial Institute Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____
Authorized Signature: _____
Printed Name: _____ Title: _____
Contact Phone Number: _____ Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Appendix F – REFERENCES

References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. The proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted by mail or hand delivery.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn, or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline; however, to obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract.
- F. Proposal Document Format: All proposal documents must be prepared in single- space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. The City only accepts proposals that are submitted via mail or hand delivery.
- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted **after** the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference will be Monday, July 8, 2024, at 9:00 a.m. here at the City Hall Conference Room.

Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with the proposal, the City may consider this as Non-Responsive and reject the proposal:

- Signed and Completed Appendix A – Proposal Document
- Signed and Completed Appendix B – Form CIQ
- Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications
- Signed and Completed Appendix D – Nepotism Statement
- Completed References Appendix F
- Bid Bond or Guarantee Appendix G

Appendix G
BID BOND OR GUARANTEE

THE STATE OF TEXAS

SURETY'S NO. _____

KNOWN ALL MEN BY THESE PRESENT, THAT _____

_____ of the City of

_____, County of _____, and State of _____

as Principal, and _____, as Surety,

Are held and firmly bound unto the City of Angleton, Texas, a home rule municipal corporation of Brazoria County, Texas, as Obligee, in the amount of:

_____ (written amount); (\$ _____),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

CITY HALL ANNEX RENOVATION

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2022.

Principal

By _____

Address _____

Surety

By _____

Address _____

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Construction Masters of Houston

Date of Ranking: 8/7/2024

Evaluator's Name: Martha Eighme

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors

- 1. Successful project for the last five years and project cost and detailed information on the project
 - 2. Proposer's experience with the City
 - 2. Experience of Project Manager or Site Supervisor
 - 3. Extent to which the good or services meet the City's needs
- Subtotal

Max Pts

20
5
10
5
40

10 confirmed
5
10
5
0 30

Work Performance

Factors

- 1. Past performance of similar projects of size and scope
 - 2. Management of purchase price/pricing
 - 3. Quality of goods and services and reputation
- Subtotal

Max Pts

10
10
5
25

10
10
5
0 25

Capacity to Perform

Factors

- 1. Staff level/ Experience of Staff
 - 2. A Historically Underutilized Business (Program to certify qualified small businesses)
 - 3. Adequacy to do the work assigned
 - 4. Professional liability insurance in force
- Subtotal

Max Pts

10
10
10
5
35

10
?
10
5
0 25

Total 100

0

TOTAL SCORE

Factors

- Experience
- Work Performance
- Capacity to Perform

Max Pts

40
25
35
100

Score

0 30
0 25
0 25
0 80

Notes:

Positive Reviews from two references listed. Successful projects. Experienced staff. Organized proposal. Good summary of qualifications

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Construction Masters of Houston Date of Ranking: 8/7/2024

Evaluator's Name: Kandice Bunker

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>18</u>
2. Proposer's experience with the City <i>None shown</i>	5	<u>0</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0 33</u>

references reached go back 3 years

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>9</u>
2. Management of purchase price/pricing <i>on reference project under budget</i>	10	<u>10</u>
3. Quality of goods and services and reputation <i>references reached - good</i>	5	<u>4</u>
Subtotal	<u>25</u>	<u>0 23</u>

reference projects are similar size

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff <i>years/certifications</i>	10	<u>9</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses) <i>Not shown</i>	10	<u>0</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force <i>proof of bond provided insurance docs provided</i>	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 24</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0 <u>33</u>
Work Performance	25	0 <u>23</u>
Capacity to Perform	35	0 <u>24</u>
	<u>100</u>	<u>0 80</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Construction Masters of Houston

Date of Ranking: 8/7/2024

Evaluator's Name: Jason Hubbell

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>20</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>040</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>10</u>
Subtotal	<u>25</u>	<u>030</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>5</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>030</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0100</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Construction Masters of Houston

Date of Ranking: 8/7/2024

Evaluator's Name: Kyle Reynolds

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>18</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	0 <u>38</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	0 <u>25</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>0</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	0 <u>35</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0 98</u>

Notes:

All of the bigger jobs that were completed were bid on with a code analysis stamped plan drawings. I'm sure I feel a real accurate bid proposal will come from a stamped plan set provided to general contractors.

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: CONSTRUCTION MASTERS
Royal Services

Date of Ranking: 8/7/2024

Evaluator's Name: Terry Roberts

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>20</u>
2. Proposer's experience with the City	5	<u>—</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0 35</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	<u>0 35</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>7</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 32</u>
Total	100	0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0 92</u>

Notes:

No documents supporting previous work with Angleton
well staffed with lots of experience
higher cost than local contractor, probably due to travel

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Royal Services

Date of Ranking: 8/7/2024

Evaluator's Name: Martha Eighme

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors

Max Pts

- 1. Successful project for the last five years and project cost and detailed information on the project
 - 2. Proposer's experience with the City
 - 2. Experience of Project Manager or Site Supervisor
 - 3. Extent to which the good or services meet the City's needs
- Subtotal

20
5
10
5
40

10 2 confirmed
5
?
5
0 20

Work Performance

Factors

Max Pts

- 1. Past performance of similar projects of size and scope
 - 2. Management of purchase price/pricing
 - 3. Quality of goods and services and reputation
- Subtotal

10
10
5
25

10 2 confirmed
10
3
0 25

Capacity to Perform

Factors

Max Pts

- 1. Staff level/ Experience of Staff
 - 2. A Historically Underutilized Business (Program to certify qualified small businesses)
 - 3. Adequacy to do the work assigned
 - 4. Professional liability insurance in force
- Subtotal

10
10
10
5
35

?
?
10
5
0 15

Total 100 0

TOTAL SCORE

Factors

Max Pts

Score

- Experience
- Work Performance
- Capacity to Perform

40
25
35
100

0 20
0 25
0 15
0 60

Notes:

Good Scope of work Detail. Not enough detail in proposal to score experience of staff

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Royal Services

Date of Ranking: 8/7/2024

Evaluator's Name: Kandice Bunker

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years <i>only goes back 2 years</i> and project cost and detailed information on the project	20	<u>10</u>
2. Proposer's experience with the City <i>3 - fire dept.</i>	5	<u>3</u>
2. Experience of Project Manager or Site Supervisor <i>references, years not shown</i>	10	<u>5</u>
3. Extent to which the good or services meet the City's needs <i>detailed list</i>	5	<u>5</u>
Subtotal	40	<u>0 23</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope <i>references seem for smaller size projects (sq ft?) Not sure of size/scope match</i>	10	<u>5</u>
2. Management of purchase price/pricing <i>not shown / but no complaint</i>	10	<u>5</u>
3. Quality of goods and services and reputation <i>reference "poor work" from reference</i>	5	<u>3</u>
Subtotal <i>but still recommend</i>	25	<u>0 13</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff <i>not long history</i>	10	<u>5</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses) <i>Not shown</i>	10	<u>0</u>
3. Adequacy to do the work assigned <i>reference *need for "better planning"</i>	10	<u>3</u>
4. Professional liability insurance in force <i>Bond specimen?</i>	5	<u>0</u>
Subtotal	35	<u>0 13</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0 23
Work Performance	25	0 13
Capacity to Perform	35	0 13
	<u>100</u>	<u>0 49</u>

Notes:

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Royal Services

Date of Ranking: 8/7/2024

Evaluator's Name: Jason Hubbell

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>15</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0 35</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>9</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	<u>0 24</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>8</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>7</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 30</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0 89</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Royal Services

Date of Ranking: 8/7/2024

Evaluator's Name: Kyle Reynolds

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>17</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>9</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0 36</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>9</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>4</u>
Subtotal	<u>25</u>	<u>0 23</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>9</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>10</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 34</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0 93</u>

Notes:

I feel the difference in bids is due to bidding the renovation on a concept drawing and not stamped plans w/ a code analysis provided. I believe this is hard to give a real accurate bid for renovations.

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score ****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Royal Services
~~Construction Masters of Houston~~

Date of Ranking: 8/7/2024

Evaluator's Name: Terry Roberts

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors

Max Pts

1. Successful project for the last five years and project cost and detailed information on the project	20	<u>17</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0</u> 37

Work Performance

Factors

Max Pts

1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u> 25
Subtotal	<u>25</u>	<u>0</u>

Capacity to Perform

Factors

Max Pts

1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>7</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u> 32
Subtotal	<u>35</u>	<u>0</u>

Total 100 0

TOTAL SCORE

Factors

Max Pts

Score

Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0</u> 94

Notes:

Local, previous work with city
lowest cost and covers per item detail

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Stewart Building and Remodeling

Date of Ranking: 8/7/2024

Evaluator's Name: Terry Roberts

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors

Max Pts

1. Successful project for the last five years and project cost and detailed information on the project	20	<u>17</u>
2. Proposer's experience with the City	5	<u>-</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	<u>0 32</u>

Work Performance

Factors

Max Pts

1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	<u>0 25</u>

Capacity to Perform

Factors

Max Pts

1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>7</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 32</u>

Total 100 0

TOTAL SCORE

Factors

Max Pts

Score

Experience	40	0
Work Performance	25	0
Capacity to Perform	35	0
	<u>100</u>	<u>0 89</u>

Notes:

No indication of prior work with Anketon

No support for underutilized business

NO COMMENTS about jobs coming in on budget

No description detail of work

** Please add notes pertaining to your overall scoring for each firm on reasoning of score**

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Stewart Building and Remodeling

Date of Ranking: 8/7/2024

Evaluator's Name: Martha Eighme

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors

- 1. Successful project for the last five years and project cost and detailed information on the project
 - 2. Proposer's experience with the City
 - 2. Experience of Project Manager or Site Supervisor
 - 3. Extent to which the good or services meet the City's needs
- Subtotal

Max Pts

20

5

10

5

40

10 (2 of 4) confirmed
?
?
5
0 15

Work Performance

Factors

- 1. Past performance of similar projects of size and scope
 - 2. Management of purchase price/pricing
 - 3. Quality of goods and services and reputation
- Subtotal

Max Pts

10

10

5

25

5 (2 of 4) confirmed
?
2.5
0 7.5

Capacity to Perform

Factors

- 1. Staff level/ Experience of Staff
 - 2. A Historically Underutilized Business (Program to certify qualified small businesses)
 - 3. Adequacy to do the work assigned
 - 4. Professional liability insurance in force
- Subtotal

Max Pts

10

10

10

5

35

Subtotal

?
?
5 (2 of 4) confirmed
5
0 10

Total 100

0

TOTAL SCORE

Factors

- Experience
- Work Performance
- Capacity to Perform

Max Pts

40

25

35

100

Score

0

0

0

0

15
 7.5
 10
32.5

Notes:

Two of four References with positive Reviews for projects in past five years & four submitted. Very little to base score on due to lack of information. Need more information on past projects, business, staffing and experience.

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Stewart Building and Remodeling

Date of Ranking: 8/7/2024

Evaluator's Name: Kandice Bunker

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project <i>only references reached were for 2024 projects</i>	20	<u>10</u>
2. Proposer's experience with the City <i>none shown</i>	5	<u>0</u>
2. Experience of Project Manager or Site Supervisor <i>only references reached indicate experience/success</i>	10	<u>5</u>
3. Extent to which the good or services meet the City's needs	5	<u>4</u>
Subtotal	<u>40</u>	<u>0 19</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope <i>references reached were remodels of smaller buildings</i>	10	<u>7</u>
2. Management of purchase price/pricing <i>references reached said on contract</i>	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>4</u>
Subtotal	<u>25</u>	<u>0 21</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>8</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses) <i>none shown</i>	10	<u>0</u>
3. Adequacy to do the work assigned	10	<u>6</u>
4. Professional liability insurance in force <i>provided proof of bond</i>	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 19</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0 19
Work Performance	25	0 21
Capacity to Perform	35	0 19
	<u>100</u>	<u>0 59</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Stewart Building and Remodeling

Date of Ranking: 8/7/2024

Evaluator's Name: Jason Hubbell

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>15</u>
2. Proposer's experience with the City	5	<u>3</u>
2. Experience of Project Manager or Site Supervisor	10	<u>7</u>
3. Extent to which the good or services meet the City's needs	5	<u>4</u>
Subtotal	<u>40</u>	<u>0 29</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	<u>0 25</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>5</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	<u>0 30</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0
Work Performance	25	0
Capacity to Perform	<u>35</u>	<u>0</u>
	<u>100</u>	<u>0</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****

RFP 2024-05 City Hall Annex Renovations Contract Services

Name of Respondent: Stewart Building and Remodeling

Date of Ranking: 8/7/2024

Evaluator's Name: Kyle Reynolds

Rate the Respondent of the RFB by awarding points up to the maximum listed for each factor.

Experience

Factors	Max Pts	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>18</u>
2. Proposer's experience with the City	5	<u>5</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	<u>40</u>	0 <u>38</u>

Work Performance

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>10</u>
3. Quality of goods and services and reputation	5	<u>5</u>
Subtotal	<u>25</u>	0 <u>25</u>

Capacity to Perform

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	10	<u>10</u>
3. Adequacy to do the work assigned	10	<u>10</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	<u>35</u>	0 <u>35</u>

Total 100 0

TOTAL SCORE

Factors	Max Pts	Score
Experience	40	0 <u>40</u>
Work Performance	25	0 <u>25</u>
Capacity to Perform	<u>35</u>	0 <u>35</u>
	100	0 <u>100</u>

Notes:

**** Please add notes pertaining to your overall scoring for each firm on reasoning of score****



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 24, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on the election of Mayor pro-tem to serve a one-year term.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: EnterTextHere **FUNDS REQUESTED:** EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Section 3.05 of the City Charter states the City Council, at its first meeting after each annual City election, or as soon thereafter as practicable, shall elect one of its members Mayor Pro-Tem, and he shall perform all the duties of the Mayor in the absence or disability of the Mayor. In the event the City Council, for any reason, fails to elect a Mayor Pro-Tem at its first meeting after an annual City election, then the Council Member with the longest period of service on the Angleton City Council shall automatically become Mayor Pro-Tem. In the event that the office of Mayor Pro-Tem becomes vacant for any reason, the City Council shall elect a new Mayor Pro-Tem to fill the unexpired term.

RECOMMENDATION:

Staff recommends Council to elect a Mayor Pro-Tem



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/24/24

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to elect a director and approve the ballot for the Texas Municipal League Region 14 Director Election.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

Previously, elections for regional directors were held at regional meetings. After changes to the TML Constitution were approved last year, these elections are now administered by TML centrally.

TML has 15 regions, and each has a seat on the Board. During even-numbered years, the even-numbered regions are up for election. Terms are two years, and new terms will begin on October 11, 2024, upon adjournment of the TML Annual Conference and end on November 13, 2026, upon adjournment of the TML Annual Conference.

RECOMMENDATION:

Vote for one of two candidates for Region 14 Director



OFFICIAL BALLOT

Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 14 Director (select one)

Frank W. Robinson, Councilmember, Shenandoah

Joe Zimmerman, Mayor, Sugar Land (Incumbent)

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 14 Director Candidate Biographies



Frank W. Robinson, Councilmember, Shenandoah

Frank W. Robinson, BA, MPA, ICMA-CM (Retired) is an elected member of the City of Shenandoah City Council and an accomplished public administrator. He holds a bachelor's degree from the University of North Texas and a Master of Public Administration degree from Sam Houston State University. After 38 years of public service, 29 of those years as a chief administrative officer and city manager in Texas and California, Mr. Robinson retired in 2017. Mr. Robinson began his public service career as a police officer in Denton, eventually receiving an appointment as chief of police in the City of West University Place before transitioning to city management. He is best known for his role in the development of The Woodlands downtown. Mr. Robinson served 14 years as the president and township manager for The Woodlands Township (formerly known as the Town Center Improvement District of Montgomery County). Mr. Robinson led the organization through visioning and goal setting to define the Township's vision and mission as a local government focused on creating public benefit. In 2020, Frank came out of retirement to assist the City of Conroe in the position of downtown manager and implemented the newly adopted *Downtown Conroe Development Plan* that promotes the historical preservation and economic development of downtown Conroe. Mr. Robinson successfully attracted new entertainment and dining venues to the downtown's central business district, brought in an estimated \$54 million in new development investment, and facilitated the recertification of Conroe as a Texas Main Street Community and receiving the coveted cultural district designation by the Texas Commission on the Arts. In January 2023, Mr. Robinson retired once again and was elected to the City of Shenandoah's City Council in May 2024. He remains an active member of the Texas City Managers Association.



Joe Zimmerman, Mayor, Sugar Land (Incumbent)

Mayor Zimmerman was elected the 10th mayor of Sugar Land on June 11, 2016, after serving four years as the at-large, position 2, city councilman. He is currently serving his fourth and final term as mayor. He serves on the Finance & Audit, Economic Development and Intergovernmental Relations Committees of the City of Sugar Land and is the City's representative on the HGAC Board and Transportation Policy Council. He is a past president of Texas Municipal League (TML) Region 14 and currently represents Region 14 on the TML Board of Directors. Mr. Zimmerman is a Senior Consultant for Halff Associates, Inc., a Texas-based civil engineering consulting firm founded in 1950. He has extensive business experience, having served in senior management positions in a number of different industries. Mr. Zimmerman earned his BSCE from the University of Houston, an MBA from Houston Baptist University, and is a licensed professional engineer in the State of Texas. He and his wife of 48 years, Nancy, have lived in Sugar Land since 1990 and are active members of Second Baptist Church Woodway. Their daughter, Allison, her husband Chris Wallace, granddaughter Emmy and grandson Campbell live in Houston.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/24/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on Chapter 17 – Parks and Recreation, Article 3. – Use of Public Parks, Section 17-38. – Permits and reservations and Section 17-75. - Merchandising and advertising.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: \$0

EXECUTIVE SUMMARY:

On September 17, 2024, Mayor Wright requested an agenda item be placed on the City Council agenda to discuss park usage related to Angleton ISD Project Graduation. This request stemmed from messages and posts on Facebook (see post enclosed).

Parks & Recreation staff communicate regularly with individuals requesting to utilize park facilities for fundraisers. Recently, Angleton Recreation Center staff fielded inquiries related to fundraising at Bates Park for the Angleton ISD Spanish National Honor Society, fundraising at Bates Park for Project Graduation, and fundraising at Freedom Park for Project Graduation (see emails enclosed in your packet). When the Parks & Recreation Department receives non-profit requests, we reference our use of public park ordinances. Our ordinances state the following:

Sec. 17-38. - Permits and reservations.

- (a) The Bates Park Pavilion shall not be reserved, except by the city.
- (b) A permit shall be obtained from the parks director by any person wishing to reserve any city park facility other than the Bates Park Pavilion.

Sec. 17-75. - Merchandising and advertising.

- (a) No person shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regulation of the director.
- (b) No person shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

Exceptions have been made if it's not in conflict with concession sales at the sports complexes (e.g. Freedom Park, Bates Park, & BG Peck Soccer Complex). We refer non-profit groups to these organizations to receive approval to work in conjunction with these groups.

Also, while we try to adhere to the ordinance due to the numerous requests we receive, we have made exceptions for non-profit groups (e.g. Juneteenth Celebration and food pickup/drive-through location for non-profits with no transactions onsite).

Additionally, Parks and Recreation staff note that individuals must acquire appropriate food permits from City Hall if food is sold to the public.

The Parks & Recreation Department receives numerous requests for fundraisers, business operations, classes, private lessons, etc. within Angleton parks. The ordinance outlined in Sec. 17-75. – Merchandising and advertising help to prevent activities that may impact park user enjoyment and safety. However, the Parks & Recreation Department considers activities that may be mutually beneficial to the city, park users, and aforementioned entities through contractual agreements or mass gatherings permits.

The Parks & Recreation Department is working with Park Board members to revise the Use of Public Parks ordinance. Any proposed changes by the City Council will be reflected.

RECOMMENDATION:

Staff recommends the City Council provide direction on the authorized use of the Bates Park pavilion and merchandising and advertising activities within Angleton Parks.

Sec. 17-38. - Permits and reservations.

Item 14.

- (a) The Bates Park Pavilion shall not be reserved, except by the city.
- (b) A permit shall be obtained from the parks director by any person wishing to reserve any city park facility other than the Bates Park Pavilion.

(Code 1965, § 15-39(d); Ord. No. 2214, § 3, 5-15-90)

- (a) No person shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regulation of the director.
- (b) No person shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

(Code 1965, § 15-38)

Kristi's Post



Kristi Turnage Mehrens

1h · 🌐



Angleton Parks do not allow any non profit to use their parks for fundraisers EXCEPT sports. So Angleton Prograd is having to go use Lake Jackson or Danbury or a private farm. Wonder if Angleton city services realizes prograd is for all graduating seniors and encompasses all sports?! Angleton needs to do better! The parks are for ALL Angleton residents to use not just sporting events.

👍👎 37

44 comments

👍 Like

💬 Comment

📧 Send

Top comments ▼



Viviana N Jonas Escamilla Top contributor

I am fighting this same battle with trying to rent softball fields for my select teams. The city says they do not have anything to do with renting the fields. Yet the signs on the fields say to reach out to parks and recreation for field rentals. The system is all wrong in how they conduct business. We need someone to step up and help our community. I pay my taxes like everyone else trying to get services.

1h Like Reply

5 👍👎

View 1 reply



Michael Van Horn Top contributor · Follow

I'll mow and yall can use the farm

1h Like Reply

3 ❤️👎

View 1 reply



John Wright Top contributor

I have requested this to be brought to the next council meeting for discussion and possible action. Several of you have messaged today and I appreciate you bringing this up. We will look into this.

1h Like Reply

7 👍❤️



Comment as Megan Mainer



THE ORGANIZATION

Megan Mainer

From: Harbria Gardner
Sent: Tuesday, September 17, 2024 10:57 AM
To: Megan Mainer
Subject: Fw: [EXTERNAL] Bake sales

Harbria Gardner
Facility Operations Superintendent
979-849-4364 ext. 4102
www.angleton.tx.us
City of Angleton
1601 N. Valderas
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Bob Compton <bcompton@angleton.tx.us>
Sent: Monday, September 16, 2024 9:57 AM
To: Harbria Gardner <hgardner@angleton.tx.us>
Cc: Jason O'Mara <jomara@angleton.tx.us>
Subject: Re: [EXTERNAL] Bake sales

Will do, thank you.

Bob Compton
Member Services Assistant
979-849-4364 ext. 4445
www.angleton.tx.us
City of Angleton
1601 North Valderas
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Harbria Gardner <hgardner@angleton.tx.us>
Sent: Monday, September 16, 2024 9:21 AM
To: Bob Compton <bcompton@angleton.tx.us>
Cc: Jason O'Mara <jomara@angleton.tx.us>
Subject: Fw: [EXTERNAL] Bake sales

Hey Bob,
Reference this email when responding to the project graduation contact and include PAR as well.

Harbria Gardner
Facility Operations Superintendent
979-849-4364 ext. 4102
www.angleton.tx.us
City of Angleton
1601 N. Valderas
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Alvarado, Helen <halvarado@angletonisd.net>
Sent: Tuesday, September 3, 2024 2:45 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>; Otis Spriggs <ospriggs@angleton.tx.us>; Kyle Reynolds <kreynolds@angleton.tx.us>; Grace Garcia <ggarcia@angleton.tx.us>; Kandice Bunker <kbunker@angleton.tx.us>
Subject: Re: [EXTERNAL] Bake sales

Thank you for getting back to me!

On Tue, Sep 3, 2024 at 11:35 AM Megan Mainer <mmainer@angleton.tx.us> wrote:

Good Morning Helen,

You would not be permitted to sell baked goods at a park unless you coordinated with one of the local sports associations. Angleton Code of Ordinances **Sec. 17-75. - Merchandising and advertising**, does not allow people to expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regulation of the director. No person shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

The exception made is by coordinating with local sports associations. Below is a listing of associations you may consider contacting regarding sales in conjunction with their concessions.

- AGSA | Bates Park | Todd Patterson toddpatterson2013@gmail.com
- ALL | Freedom Park | Angleton Little League President angletonlittleleague.president@gmail.com
- ASC | BG Peck Soccer Complex | Dustin Mercado president@angletonsc.org

Also, if goods are sold within a park, please ensure you acquire the appropriate permit from City Hall.

Thank you,

Megan Mainer

Director of Parks & Recreation
979-849-4364 ext. 4101
www.angleton.tx.us
City of Angleton
901 S. Velasco
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Alvarado, Helen <halvarado@angletonisd.net>
Sent: Thursday, August 29, 2024 11:24 AM
To: Megan Mainer <mmainer@angleton.tx.us>
Subject: [EXTERNAL] Bake sales

Hello,

My name is Helen Alvarado. I am a teacher at Angleton High School and have a group called the Spanish National Honor Society. These students raise funds for scholarships. They have done bake sales at Chili's in the past, but would like to venture into selling at ball games. Would that be possible? If yes, what are the requirements? What park, which month, what day, etc. Please advise.

--

Helen Alvarado

Spanish Teacher
Angleton High School
1 Campus Rd., Angleton TX 77515
Phone: 979-864-8002 ext. 3050
halvarado@angletonisd.net
www.angletonisd.net

ANGLETON ISD ... A TRADITION OF EXCELLENCE

[Click here to view Angleton ISD's Non-Discrimination Statement and Confidentiality Notice](#)

--



Helen Alvarado

Spanish Teacher
Angleton High School
1 Campus Rd., Angleton TX 77515
Phone: 979-864-8002

halvarado@angletonisd.net

www.angletonisd.net

ANGLETON ISD ... A TRADITION OF EXCELLENCE

[Click here to view Angleton ISD's Non-Discrimination Statement and Confidentiality Notice](#)



Re: Angleton Project Graduation Questions

From Bob Compton <bcompton@angleton.tx.us>

Date Tue 9/17/2024 11:09 AM

To Megan Mainer <mmainer@angleton.tx.us>; Harbria Gardner <hgardner@angleton.tx.us>

Cc PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>

There was no more written communication. I called the requestor back on the phone and explained that it was against policy.

Bob Compton

Member Services Assistant

979-849-4364 ext. 4445

www.angleton.tx.us

City of Angleton

1601 North Valderas

Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Megan Mainer <mmainer@angleton.tx.us>

Sent: Tuesday, September 17, 2024 10:37 AM

To: Bob Compton <bcompton@angleton.tx.us>; Harbria Gardner <hgardner@angleton.tx.us>

Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>

Subject: RE: Angleton Project Graduation Questions

All,

Is this the latest correspondence or have we had more communication? If you have communication in writing please send it my way.

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

901 S. Velasco

Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Megan Mainer
Sent: Friday, August 30, 2024 1:53 PM
To: Bob Compton <bcompton@angleton.tx.us>; Harbria Gardner <hgardner@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: RE: Angleton Project Graduation Questions

All,

This may conflict with your City ordinances, we'll follow up next week with details.

Megan Mainer
 Director of Parks & Recreation
 979-849-4364 ext. 4101
www.angleton.tx.us
 City of Angleton
 901 S. Velasco
 Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Bob Compton <bcompton@angleton.tx.us>
Sent: Friday, August 30, 2024 11:49 AM
To: Harbria Gardner <hgardner@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: Re: Angleton Project Graduation Questions

Nothing is scheduled on the calendar for that date.

Bob Compton
 Member Services Assistant
 979-849-4364 ext. 4445
www.angleton.tx.us
 City of Angleton
 1601 North Valderas
 Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Harbria Gardner <hgardner@angleton.tx.us>
Sent: Friday, August 30, 2024 6:15 AM

To: Bob Compton <bcompton@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: Re: Angleton Project Graduation Questions

Hey Bob,

You can check on the internal civic rec calendar. However, I know that with rentals renters cannot take cash on site. I'm going to check with PAR about both rental options and what we can do to assist her.

Get [Outlook for iOS](#)

From: Bob Compton <bcompton@angleton.tx.us>
Sent: Thursday, August 29, 2024 12:43 PM
To: Harbria Gardner <hgardner@angleton.tx.us>
Subject: Angleton Project Graduation Questions

I received a call from Michelle, the Chairperson of Angleton Project Graduation. She is interested in the Bates Basketball Pavilion for a community-wide garage sale on Saturday, April 19th. I advised her that the basketball pavilion is not for rent, so she asked about using it as a first come first serve park user. Would that be doable?

Also, I advised her to consider using the ARC Gymnasium if it will be available on that day. How do we know if there will be any programs in the gym that far ahead?

She has to turn in her plan by September 15th.

Thanks for any guidance you can provide.

Bob Compton
Member Services Assistant
979-849-4364 ext. 4445
www.angleton.tx.us
City of Angleton
1601 North Valderas
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

Megan Mainer

From: Bob Compton
Sent: Monday, September 16, 2024 11:53 AM
To: Megan Mainer
Subject: Re: Fundraiser Request at Freedom Park

Glad to help ma'am.

Bob Compton
Member Services Assistant
979-849-4364 ext. 4445
www.angleton.tx.us
City of Angleton
1601 North Valderas
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Megan Mainer <mmainer@angleton.tx.us>
Sent: Monday, September 16, 2024 10:40 AM
To: Bob Compton <bcompton@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: RE: Fundraiser Request at Freedom Park

Thank you so much for communicating our ordinances Bob!

Megan Mainer
Director of Parks & Recreation
979-849-4364 ext. 4101
www.angleton.tx.us
City of Angleton
901 S. Velasco
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Bob Compton <bcompton@angleton.tx.us>
Sent: Monday, September 16, 2024 10:37 AM
To: smedart1@aol.com

Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>

Subject: Fundraiser Request at Freedom Park

Shelly,

Following up on our phone conversation about your request, here is further information.

You would not be permitted to sell chili at a park unless you coordinated with one of the local sports associations. Angleton Code of Ordinances **Sec. 17-75. - Merchandising and advertising**, does not allow people to expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regulation of the director. No person shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

The exception made is by coordinating with local sports associations. Below is a listing of associations you may consider contacting regarding sales in conjunction with their concessions.

AGSA | Bates Park | Todd Patterson toddpattersontp2013@gmail.com

ALL | Freedom Park | Angleton Little League President angletonlittleleague.president@gmail.com

ASC | BG Peck Soccer Complex | Dustin Mercado president@angletonsc.org

Also, if goods are sold within a park, please ensure you acquire the appropriate permit from City Hall.

Thank you,

Bob Compton

Member Services Assistant

979-849-4364 ext. 4445

www.angleton.tx.us

City of Angleton

1601 North Valderas

Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 24, 2024

PREPARED BY: Chris Whittaker

AGENDA CONTENT: RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
NA

FUNDS REQUESTED: NA

FUND:

EXECUTIVE SUMMARY:

As part of the Downtown Mobility grant with TxDOT, the City must adopt the attached resolution stating that it agrees to the local match (Angleton has budgeted \$1.5 million for this) and to give the mayor the power to enter into the Advance Funding Agreement (AFA).

RECOMMENDATION: Adopt the attached RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Multimodal Transportation Improvements for Downtown Angleton project (the “Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Angleton commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the State is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of City of Angleton desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council OF THE City of Angleton THAT the Mayor is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the City Council of the City of Angleton on the 24th day of September, 2024.

John Wright
Mayor
City of Angleton

Date

RESOLUTION NO. 20240924-015

**A RESOLUTION OF THE CITY OF ANGLETON, TEXAS
AUTHORIZING EXECUTION OF AN ADVANCE FUNDING
AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT
OF TRANSPORTATION FOR A TRANSPORTATION
ALTERNATIVES SET-ASIDE (TASA) PROJECT.**

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Multimodal Transportation Improvements for Downtown Angleton project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Angleton, Texas commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the State of Texas is responsible for all non-reimbursable costs and is responsible for 100% of overruns, if any; and

WHEREAS, the City Council of the City of Angleton, Texas desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

The Mayor of the City of Angleton, Texas is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the City Council of the City of Angleton, Texas of the on the 24^h day of September, 2024.

PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 10, 2024

PREPARED BY: Kyle Reynolds, Assistant Director of Development Services

AGENDA CONTENT: Discussion and possible action on approving Ordinance No. 20240924-016 on a substandard structure determination at 504 Farrer Street within the City of Angleton, Texas, and approval to hold the public hearing on October 8, 2024.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$58,500 budgeted
FY24/25

FUNDS REQUESTED: \$10,000 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-455:
Contractual Labor

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structure since 2021 and are requesting that a new public hearing, as required by statutory law, be conducted in order to move toward demolition of a possible determination of a substandard building.

This property is a single-family home, unoccupied. It has been deemed an immediate threat to public health and safety, particularly to surrounding neighbors because the structure is fully collapsed on the backside. There is no restricted access, as the interior of the home is fully exposed by the collapsed back wall. Upon investigating a complaint of mosquitos, city staff discovered the backside of the home had collapsed for some time, and the interior of the home had been exposed to environmental elements due to the decomposed state of the collapsed portion on the ground. City staff also previously observed evidence of transient occupation within the home's front room. The driveway has become an attraction for parking unused, junked vehicles.

Because this structure has been deemed to cost more than fifty percent (50%) of the value of the home to repair to the point of meeting code compliance standards, in addition to the threat the dilapidated state of the structure presents to the public, city staff has deemed it necessary to demolish the structure. City staff has worked closely with the City's legal counsel to navigate the process to ensure all statutory compliance is met.

City staff has attempted to contact the property owner on several occasions, dating back several years, concerning numerous Code violations, such as tall grass. Additionally, the City has an extensive list of liens issued against this property for mowing tall grass in violation of the City's Code of Ordinances over several years of attempting to contact the property owner without any response to certified mail or regular mail. The last mailing was sent on April 30, 2024 and September 11, 2024.

A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.



Backside of 504 Farrer Street



Backside of garage



Kitchen visible - back wall missing



Back bedroom collapsed



Decomposed collapsed backside of home





Broken windows, ceiling caved in



Windows boarded, windows broken, structure leaning



Doorknob hole in front door - Evidence of vagrants occupying unsafe structure



RECOMMENDATION:

Staff recommends approval of the attached ordinance to set a public hearing for October 8, 2024 to condemn and possibly demolish the dilapidated, substandard, unsafe structure at 504 Farrer Street.

ORDINANCE NO. 20240924-016

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 504 FARRER STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances **on multiple occasions**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

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

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (the “City Council”), to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on **October 8, 2024, at 6:00 p.m.** in order to determine whether the structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

EXHIBIT A

1. On July 17, 2019, Code Enforcement Officer Levya issued a notice of violation of the City's Code of Ordinances referencing the requirement to remove or demolish the structure at 504 Farrer St.
2. On January 13, 2021, Chief Building Inspector and Code Enforcement Officer, Kyle Reynolds issued and mailed a citation to property owner of 504 Farrer for dilapidated structure with a reference to violation notices sent on May 20, 2020.
3. On May 18, 2020, Code Enforcement Officer, Heidi Guzman received complaint of dilapidated structure at 504 Farrer Street. Upon investigation, Officer Guzman determined the structure to be substandard and initiated enforcement by generating a letter detailing the Code violations and mailing via certified and standard USPS to the property owner.
4. On April 06, 2021, the 504 Farrer Code Enforcement case was assigned to Officer Follin and a notice of violation for tall grass and dilapidated structure was mailed via certified and standard USPS mail to property owner.
5. Citation issued by Code Enforcement Officer Follin on April 27, 2021 for junk vehicles parked in driveway.
6. Citation issued by Officer Follin on April 27, 2021 for tall grass Code violation.
7. Citation issued by Officer Follin on April 27, 2021 for dilapidated structure.
8. On or about January 2022, the Code Enforcement division received a complaint of mosquitos, odd for the time of year and observed the back side of the structure at 504 Farrer had completely collapsed. Code Enforcement Officers observed evidence of vagrants occupying the front room through a doorknob hole in the front door, and there is not doorknob on the front door. Officers observed rodent harborage, overgrown grass, and stacked items including a hot water heater against the fence. Windows on the structure are mostly boarded, however, officers observed a smashed window, and inside the structure, the roof was collapsed.
9. Structure poses a significant threat to public health and safety.



NOTICE OF PUBLIC HEARING



September 11, 2024

Pfirman Richard L
2611 Cypress Creek PKWY STE A102
Houston, TX 77068

Cert 9589 0710 5270 130 2325 71

To Whom It May Concern:

Notice is hereby given that the City Council will conduct a public hearing at 6:00 pm on Tuesday, September 24, 2024. The meeting will be held at Angleton City Hall in the City Council Chambers at 120 S. Chenango Street, Angleton, Texas 77515. At these meetings the following public hearing will be held:

Conduct a public hearing, discussion and possible action to determine whether a building complies with the standards set out in Chapters 5 and 11 of the Angleton Code of Ordinances. The subject property is located at 504 Farrer St., Angleton, Texas in Brazoria County, legally described as: MCCORMACK (ANGLETON) BLK 1 LOT 20.

You, the owner, lienholder, or mortgagee are required to submit at the public hearing, proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.

If said structure is found in violation of standards set out in the article, the city may order that the building be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time as provided by this section. The city also may order that the occupants of any substandard structure be relocated within a reasonable time. If the owner does not take the ordered action within the allotted time, the city shall make a diligent effort to discover each mortgagee and lienholder having an interest in the building or in the property on which the building is located.

Mayor John Wright

Travis Townsend
Mayor Pro Tem
Position 2

Christiene Daniel
Council Member
Position 1

Terry Roberts
Council Member
Position 3

Cecil Booth
Council Member
Position 4

Tanner Sartin
Council Member
Position 5

Chris Whittaker
City Manager

Michelle Perez
City Secretary

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

www.angleton.tx.us

An inspection of your property at **504 Farrer St.** has the following violation of Ordinances of the City of Angleton/and or the 2015 International Property Maintenance Code:

- The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. **Section 304.1 of the 2015 International Property Maintenance Code.**

The address listed above is in violation of this standard.

- Premises and exterior property shall be maintained free from weeds or plant growth in excess of fourteen inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. **2015 International Property Maintenance Code, Chapter 3, Section 302.4.**

You have grass and weeds excess of fourteen inches.

According to the Brazoria County Appraisal District this property is in your name. If you do not own this property any longer or have someone who is supposed to maintain this property, please advise this department so proper service can be made. If this department doesn't receive any different information in **10 days from this notice** it will be taken that we have the correct address of the property owner.

In accordance with Tex. Loc. Gov't Code § 214.001 the following details of this notice:

Correction of the problems marked must be made or arrangements made with this department within **Ten (10) days** of this letter. Failure to correct the violation by that date could result in the issuance of a citation (up to a \$500.00 fine) for the violation cited. Citations will be filed for every day thereafter that the violation exists. **Further, a second violation of the same kind within a year of the notice date will allow the city, without further notice, to abate the violation at the owner's expense. Texas Health & Safety Code § 342.006(d).** If you have any questions regarding this notice, I may be contacted at 979-849-4364 EXT 2135 or pmckeeper@angleton.tx.us.

Sincerely,



Paul McKeever
Code Enforcement Officer



504 Farrer St. , Angleton, TX

09/12/2024 01:53 PM



HOMES FOR LEASE
NO CREDIT ✓
832-484-9997

09/12/2024 01:53 PM



09/12/2024 01:54 PM



09/12/2024 01:54 PM



09/12/2024 01:54 PM



09/12/2024 01:54 PM



09/12/2024 01:54 PM



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/24/20224

PREPARED BY: Phill Conner

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

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

In July 2024, the City was notified by Brazosport Water Authority that they are increasing their rates by 13%, effective on October 1, 2024. The revenue for the Water Fund in the adopted budget included a rate increase to recoup this increase. No other rate increases were included in the budget.

The Utility Fund will increase total rates by approximately \$8.13 per month for an average customer using approximately 5,000 gallons of water per month. Customers using less than 5,000 gallons per month will receive a smaller increase. Customers using more than 5,000 gallons per month will receive a larger increase.

RECOMMENDATION:

Staff recommends council approve the Ordinance amending the utility rate tables.

ORDINANCE NO. 20240924-017

AN ORDINANCE AMENDING THE UTILITY RATES IN THE CITY OF ANGLETON FEE SCHEDULE IN CHAPTER 2 ADMINISTRATION ARTICLE X SECTION 2-266 FEE SCHEDULE THE ANGLETON, TEXAS CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR UTILITY SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Angleton is legally empowered to regulate the utility rates charged to customers of its municipal systems and has the authority to regulate their utilities as set out in Section 552.001(b) of the Texas Local Government Code; and

WHEREAS, the City of Angleton Code of Ordinances Section 26-71 provides all water and sewer rates are to be listed in the fee schedule, and the City has operational, and maintenance needs necessary to provide utility services; and

WHEREAS, the rates charged to the City of Angleton by the Brazosport Water Authority (“BWA”) are increasing \$0.53 per thousand gallons due to increased operational and debt service costs; and

WHEREAS, the City Council of Angleton, Texas, deems it necessary and appropriate to continue charging a rate equal to one and one quarter times (1.25) the inside city rates for customers living outside the city of Angleton; and

WHEREAS, to ensure that customers paying an impact fee are not charged twice for the extension of utilities, the water and sewer Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$4.00 less; and

WHEREAS, the 2024-2025 City of Angleton Budget was prepared based on the increases cited above; and

WHEREAS, it is in the best interests of the public health, safety, and welfare that this amendment to the utility rates be made.

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

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

SECTION 2. That utility rate tables contained in the City of Angleton Fee Schedule in Chapter 2 Administration, Article X, Section 2-266 Fee Schedule in the Angleton Texas Code of Ordinances, are hereby amended and replaced as follows:

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

Inside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per I000 gallons usage above base allotment				Max Mthly Charge
			2Kto10K	10K- 25K	25K-50K	over 50K	
Table I-Residential (ind. meter)	\$33.61	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table II-Multi-family (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table III-Commercial (ind. meter)	\$38.65	2000 gals	\$13.81	\$14.48	\$15.13	\$16.28	n/a
Table IV-Commercial (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per I000 Gallons Usage		Max Mthly Charge
Table I-Residential (ind. meter)	\$14.46	0 gals		\$3.97	\$66.07
Table II-Multi-family (master meter)	\$14.46	0 gals		\$3.97	n/a
Table III-Commercial (ind. meter)	\$16.63	0 gals		\$4.57	n/a
Table IV-Commercial (master meter)	\$14.46	0 gals		\$3.97	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).				

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

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

Outside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per I000 gallons usage above base allotment				Max. Mthly Charge
			2K to 10K	10K-25K	25K-50K	over 50K	
Table I – Residential (ind. Meter)	\$42.01	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table II-Multi-family (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table III-Commercial (ind. meter)	\$48.31	2000 gals	\$17.26	\$18.09	\$18.91	\$20.35	n/a
Table IV-Commercial (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table V - Wholesale Water Rates	The rate for the purchase of “Wholesale Water” through a fire hydrant meter provided by the City or from other locations established and metered by the City shall be the same as Table III - Commercial (individual meter) under the Outside City Rate table.						

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Outside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per I000 Gallons Usage	Max. Mthly Charge
Table I-Residential (ind. meter)	\$18.07	0 gals	\$4.97	\$82.68
Table II-Multi-family (master meter)	\$18.07	0 gals	\$4.97	n/a
Table III-Commercial (ind. meter)	\$20.79	0 gals	\$5.71	n/a
Table IV-Commercial (master meter)	\$18.07	0 gals	\$4.97	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).			

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

SECTION 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

SECTION 5. That the City Council has found and determined that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 6. Penalty. Any person, firm, corporation, or business entity violating or failing to comply with this Ordinance shall be deemed guilty of a misdemeanor and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00) if the violation relates to the public health, sanitation or dumping of refuse, otherwise the fine shall be in an amount not exceeding Five Hundred Dollars (\$500.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs.

SECTION 7. That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in October 2024.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE:

09/24/2024

PREPARED BY: Jamie Praslicka

AGENDA CONTENT: Debris from Hurricane Beryl

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$

FUND: Emergency Note

EXECUTIVE SUMMARY:

The City of Angleton continues to face the aftermath of Hurricane Beryl. Despite the initial collection of 125,000 cubic yards of debris, additional debris has accumulated along the City's rights-of-way. This accumulation has been delayed due to residents requiring assistance from non-profit organizations like Samaritan's Purse and the prolonged process of insurance assessments. The presence and volume of debris poses ongoing health and safety risks to the community.

The City's current contract with Waste Connections does not include storm debris removal. Although Waste Connections has assisted with limited debris collection, the substantial volume has led them to request that residents pay a fee for a full collection service.

To address this issue, three potential cost assessments have been provided:

1. **Activate the Crowder Gulf contract** – This option ensures a comprehensive city-wide debris collection and is FEMA-eligible.
2. **Waste Connections Services** – This option is not FEMA-eligible and includes:
 - **Option 1:** Debris collection from the Samaritan's Purse list, with a supplementary contract needed for hauling logs that exceed equipment capacity.
 - **Option 2:** A complete city-wide debris collection.

RECOMMENDATION:

Hurricane Beryl Updated Estimate- City of Angleton, TX					
Date:9/16/2024					
Debris Qty Estimate based on assessment and industry standards					
Item	Scope	Estimated Qty.	UoM	Unit Rate	Estimated Cost
1	Pickup and/or separation Debris on Public Property and rights of way hauling to a designated debris management site or landfill facility 20 miles or less (one way)	20,000.00	CY	\$ 7.85	\$ 157,000.00
Pass Through Items					
	Disposal Cost Estimated Total (Pass through with no markup)	20,000.00	CY	\$ 10.75	\$ 215,000.00
				Total Estimate	\$ 372,000.00
Please note this is only an estimate. Invoicing will be based on actual quantities reconciled by the monitoring firm.					





AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/24/20224
PREPARED BY: Phill Conner
AGENDA CONTENT: Discussion and guidance on the amount of the emergency note.
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

At the September 10 City Council meeting the Council passed a reimbursement resolution that set the “not to exceed” amount for the emergency note at \$4,220,000. Working with staff and Hilltop, we have been able to reduce the amount of the note.

We will be providing details of the items included in the note amount and repayment scenarios prior to the meeting.

RECOMMENDATION:

Staff recommends council provide guidance on the amount of the emergency note.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/24/20224

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on decision packages to be included in the FY 2024-25 Budget.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Staff will present an update on the fund balance for the General Fund, Water Fund, Recreation Fund and Angleton Recreation Center as of 9.30.24 and 9.30.25. Staff will review the Decision Packages for possible inclusion in the FY 24-25 budget.

RECOMMENDATION:

Staff recommends Council approve the Decision Packages to be included in the FY 24-25 budget.

PROPOSED BUDGET FY 2025

PACKAGES SUMMARY BY TYPE - ACTIVE

ORGUNIT	TITLE	AMOUNT
01-502	COST OF LIVING INCREASES	255,207.00
01-502	PROPERTY AND CASUALTY COVERAGE	405,852.00
01-506	CITY ANNEX NEW ROOF	135,000.00
01-510	CITY HALL RECEPTIONIST	59,842.00
01-513	SIREN WARNING SYSTEM AMPLIFIERS	31,934.42
01-515	HIRE AN ADDITIONAL ACCOUNTANT	75,608.00
01-520	COURT ADMINISTRATOR	5,676.06
01-525	HURRICANE BERYL DAMAGE TO ANIMAL SERVICES	-
01-525	3 NEW OFFICERS	249,740.00
01-525	NEW OFFICER EQUIPMENT	9,600.00
01-525	NINE PATROL UNITS	-
01-525	TASER REPLACEMENTS	236,220.00
01-525	REDACTION SOFTWARE AND EMPLOYEE	115,196.00
01-525	STOP STICKS	6,338.00
01-525	BOLA WRAP	112,430.00
01-530	FIRE DEPARTMENT EAP PROGRAM - VFIS	2,500.00
01-530	FIRE COMMAND VEHICLES & UTILITY VEHICLES ON LEASE PROGRAM	50,400.00
01-530	UPGRADE TO RESCUE 1	26,000.00
01-530	VOLUNTEER ON CALL PROGRAM	200,464.00
01-535	NEW FRONT DESK RECEPTIONIST/PERMIT CLERK	47,987.23
01-550	BG PECK FIELD GRADING	328,735.00
01-550	BERYL DAMAGE - BATES & FREEDOM SCOREBOARDS	12,515.00
01-550	BERYL DAMAGE - ANDERSON FENCE	7,000.00
01-550	BERYL DAMAGE - FREEDOM CONCESSIONS	7,410.00
01-550	BERYL DAMAGE - BATES CONCESSION	7,410.00

01-550	FY 2024-2025 ADA TRANSITION PLAN ITEMS	132,800.00
01-550	STRATEGIC PARK & RECREATION MASTER PLAN UPDATE	70,000.00
01-550	MOWER	13,500.00
01-550	TRAILER	7,200.00
01-550	BATES & FREEDOM FIELD LIGHTING	18,200.00
01-550	BATES PARK SOFTBALL FIELD LED RETROFIT	239,000.00
01-550	FREEDOM PARK BASEBALL FIELD LED RETROFIT	249,000.00
01-550	TREE RESTORATION AT BATES PARK	13,950.00
01-555	SOCIAL MEDIA AND EMAIL ARCHIVING	-
01-555	FT IT ADMINISTRATOR POSITION	99,604.00
01-555	FIBER DISTRIBUTION SWITCH	14,000.00
01-555	REPLACE PCS OLDER THAN 8YR OLD	14,000.00
01-555	SECURITY CAMERA MAINTENANCE	21,500.00
01-555	NETWORK VIDEO RECORDER	13,000.00
01-555	NETWORK MONITORING APPLIANCE	40,000.00
01-555	NETWORK SWITCH REFRESH	-
01-557	SALARY SPLIT FOR COMMUNICATIONS AND MARKETING DIRECTOR	-
01-558	RANDM INFRASTRUCTURE	80,000.00
01-558	EQUIPMENT PURCHASE - EXCAVATOR	186,039.00
01-558	GRADALL OVERHAUL	50,000.00
01-558	DEBRIS REMOVAL EQUIPMENT PURCHASE	245,000.00
01-558	DEBRIS REMOVAL EQUIPMENT	135,000.00
01-558	CONTINGENCY	650,000.00
01-558	STREETS/DRAINAGE FOREMAN	70,087.00
01-558	QUIET ZONE	10,000.00
01-558	ADA ACCOMODATIONS	100,000.00
01-558	SIDEWALKS	50,000.00
01-558	SOLAR LIGHTS	100,000.00
01-558	MINI PATCHER	245,079.00
01-558	NEW EMPLOYEE: OFFICE MANAGER	55,000.00
01-559	2-4-6% COLA	-

03-565	TANK MAINTENANCE PROGRAM	315,000.00
03-565	VALVE MAINTENANCE	103,000.00
03-565	SKILL BASED PAY PROGRAM	201,599.00
03-565	WATER LINE REHABILITATION CREW	-
03-570	SEWER CAMERA PURCHASE	158,000.00
03-570	VACTOR TRUCK PURCHASE	385,000.00
03-570	MAINTENANCE TECHNICIAN	43,509.00
03-570	TRAILER JET UNIT	-
03-571	ASSISTANT CHIEF WWTP OPERATOR	70,623.00
03-571	AUTOMATIC TRANSFER SWITCH	215,250.00
03-571	ANNUAL SLUDGE REMOVAL	70,000.00
03-571	DIRECT ROADWAY TO BACK OF PLANT	250,000.00
107-530	PURCHASE OF A NEW TANKER	198,750.00
107-530	VOLUNTEER ON CALL PROGRAM - ESD MATCH	94,336.00
50-300	SENIOR PROGRAM ADDITIONAL TRIP REVENUE	4,923.00
50-506	SENIOR PROGRAM ADDITIONAL TRIP CAPACITY	8,624.00
60-300	GROUP SWIM LESSON REVENUE	20,000.00
60-506	ANNUAL RETENTION PLAN INCREASE	2,500.00
60-506	LIFEGUARD AND SLIDE COVERAGE - YEAR ROUND	141,733.00
60-506	WATER SAFETY INSTRUCTORS	9,381.00
60-506	AQUATIC ASSISTANT	24,563.00
60-506	FACILITY ASSISTANT HOURS INCREASE	16,707.00
60-506	EVENING CUSTODIAN - PEAK SEASON	6,000.00
60-506	LIFEGUARD AND SLIDE COVERAGE - REDUCED HOURS	51,801.00
60-506	ANGLETON RECREATION CENTER ADA FY22-23	24,600.00
60-506	POOL REPLASTER	210,654.00
60-506	POOL DECK	74,800.00
60-506	HVAC	99,000.00
60-506	GYM FLOORS	165,000.00
60-506	GYMNASIUM PAINTING	16,000.00

60-506	GYM WALL PADS	50,000.00
60-506	MULTIPURPOSE ROOM SHADES	7,500.00
60-506	MULTIPURPOSE ROOM PAINT	2,750.00
60-506	LOCKER ROOM OVERHAUL	350,000.00
60-506	LES MILLS FITNESS PACKAGES	12,874.00
60-506	ANGLETON RECREATION CENTER FLOORING	120,000.00
60-506	ARC FACILITY SIGN	19,989.00
TOTAL TYPE		8,855,489.71