



Mayor | John Wright  
Mayor Pro-Tem | Travis Townsend  
Council Members | Cecil Booth, Christiene Daniel, 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, MARCH 25, 2025, 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 Fair Housing Proclamation.

#### 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.*

- [2.](#) Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025.
- [3.](#) Discussion and possible action to approve the City of Richwood Animal Services renewal contract.
- [4.](#) Discussion and possible action to approve Amendment No. 1 to the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project.

## REGULAR AGENDA

- [5.](#) Presentations by Ardurra/Gunda, Freese & Nichols, and Kimley-Horn on Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.
- [6.](#) Discussion and possible action to award Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.
- [7.](#) Update and discussion on the agreement process with Brazoria County for street overlays.
- [8.](#) Discussion and possible action on the Capital Improvement Projects (CIP).
- [9.](#) Update, discussion and possible action on the unspent bonds for Fiscal Year 2024-2025 Budget.
- [10.](#) Discussion and possible action on the selection process to fill the vacancy of Council Position No. 3.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

### 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](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, March 21, 2025, 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, CMC

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 Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department’s commitment to the concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, City of Angleton affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, City of Angleton welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, national origin or source of income; and

**WHEREAS**, City of Angleton affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, City of Angleton is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the City of Angleton, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim the month of April as:

**“Fair Housing Month”**

And urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

**PROCLAIMED** this 25<sup>th</sup> day of March, 2025.

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** March 25, 2025

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025.

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Approval of the City Council minutes for November 14, December 10, 2024, and January 14, 2025.

**RECOMMENDATION:**

Approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025



**CITY OF ANGLETON  
AMENDED CITY COUNCIL MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
TUESDAY, NOVEMBER 12, 2024 AT 6:00 PM**

**THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, NOVEMBER 12, 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**

**With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.**

**PRESENT**

- Mayor John Wright**
- Mayor Pro-Tem Travis Townsend**
- Council Member Cecil Booth**
- Council Member Terry Roberts**
- Council Member Christiene Daniel**
- Council Member Tanner Sartin**

- City Manager Chris Whittaker**
- City Attorney Judith El Masri**
- City Secretary Michelle Perez**

**PLEDGE OF ALLEGIANCE**

**Council Member Roberts led the Pledge of Allegiance.**

**INVOCATION**

**Council Member Booth led the invocation.**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

**There were no speakers.**

**CEREMONIAL PRESENTATIONS**

- 1. Presentation of the employee service award.**

**Colleen Martin, Director of Human Resources, presented the employee service award to Timothy Williams, Javier Gonzalez and Tiffany Ochoa for ten years of dedicated service to the City of Angleton.**

2. Presentation by the Gulf Coast Tennis Association to present the 2024 City Cup trophy to the City of Angleton.

**Ms. Parrish Gayle, President of the Gulf Coast Tennis Association, presented the 2024 City Cup trophy to City Council. She stated The Gulf Coast Tennis Association (GCTA) held the 5th annual Gulf Coast "City Cup" Tournament Challenge this summer. This was a 5-tournament series over the course of June through August playing Doubles and/or Singles. Each player declared the city they would play for during the entire tournament series. At the end of Series No. 5, the city with the most points is awarded the City Cup trophy, and bragging rights for a year. The players here tonight played hard for their city and came out victorious with a total of 76 wins. Other cities competing for this trophy were Lake Jackson, Sweeny, & West Columbia.**

3. Presentation of the Small Business Saturday proclamation to the Greater Angleton Chamber of Commerce and the Brazoria County Hispanic Chamber.

**Mayor Wright presented the Small Business Proclamation to the Greater Angleton Chamber of Commerce and the Brazoria County Hispanic Chamber.**

## CONSENT AGENDA

4. Discussion and possible action on the 2025 employee health plan.
5. Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration.
6. Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration.
7. Discussion and possible action on the review and approval of the investment reports for Fiscal Year 2023-2024 for the quarters ended December 31, 2024, March 31, 2024, June 30, 2024, and September 30, 2024.

**Upon a motion by Council Member Roberts and seconded by Council Member Daniel, Council approved consent agenda items 4. Discussion and possible action on the 2025 employee health plan; 5. Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration; 6. Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration; and 7. Discussion and possible action on the review and approval of the investment reports for Fiscal Year**

2023-2024 for the quarters ended December 31, 2024, March 31, 2024, June 30, 2024, and September 30, 2024. The motion passed on a 6-0 vote.

## EXECUTIVE SESSION

The City Council held an executive session at 6:12 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

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

## OPEN SESSION

The City Council adjourned Executive Session at 7:34 P.M. and reconvened 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.

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

**Upon a motion by Mayor Pro-Tem Townsend and Seconded by Council Member Roberts, Council approved to move this executive session item to the December meeting. The motion passed on a 6-0 vote.**

## REGULAR AGENDA

9. Annual Collection Report for the City of Angleton given by Mike Darlow with Perdue Brandon.

**Mike Darlow with Perdue Brandon gave a PowerPoint presentation of the collection report for the city. Account Breakdown chart; In Partial Pay \$13,629 (5%); In Deferral \$92,638 (34%); In Litigation \$40,393 (15%); In Uncollectable \$12,421 (5%); Action Pending \$93,027 (35%); In Bad Address \$14,840 (5%); and In Bankruptcy/In Trust \$1,435 (1%). Dollar Range chart; \$0.01-\$100.00 (\$12,020 4%); \$100.01-\$250.00 (\$26,051 10%); \$250.01-\$500.00 (\$38,834 14%); \$500.01-\$1000.00 (\$50,176 19%); \$1000.01-\$2500.00 (\$60,725 23%); \$2500.01-\$5000.00 (\$31,596 12%); and \$5000.01-\$10,000.00 (\$48,981 18%). Tax Year chart; 2016 & prior \$31,484 (12%); 2017 \$9,988 (4%); 2018 \$11,312 (4%); 2019 \$14,810 (5%); 2020 \$14,898 (6%); 2021 \$22,532 (8%); 2022 \$45,131 (17%); and 2023 \$118,227 (44%). Fine & Fee as of November 1, 2024; Payments \$3,755,545.13 (39%); Outstanding \$1,908,574.76 (20%); and Closed \$3,987,640.11 (41%).**

10. Discussion and possible action to approve HDR Engineering proposal in the amount of \$58,100 for the design, bid, and construction administration for the BG Peck Soccer Complex Field Regrading Project.



John Peterson, city engineer with HDR, presented the agenda item and stated that the city has previously stockpiled fill dirt at the BG Peck Soccer Complex in anticipation of the regrading of the ten existing soccer fields. This proposal from HDR is for the design, bid and construction administration phase of the regrading of the identified fields. This included the regrading of the swales between the fields and replacement of the irrigation lines on fields five and eight.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved HDR Engineering proposal in the amount of \$58,100 for the design, bid, and construction administration for the BG Peck Soccer Complex Field Regrading Project. The motion passed on a 6-0 vote.

11. Discussion, update, and possible action on the proposed City of Angleton Comprehensive Fee Schedule as related to the User Fee Study.

Otis Spriggs, Development Services Director, introduced the agenda item.

Lata Krishnarao, AICP, LEED ND, Ardurra Group, Community Planning Practice Leader with Gunda, addressed Council and presented a PowerPoint on the Angleton User Fee Study – Comprehensive Fee Schedule.

Mayor requested a public hearing for the Comprehensive Fee Schedule and stated he would like to see notes justifying the fees and rates.

12. Discussion and possible action on the Fiscal Year 2025 Road Project Request - overlays, with Brazoria County.

Hector Renteria, Director of Public Works, addressed council and stated that annually the City of Angleton enters an interlocal with Brazoria County for road maintenance. This previously consisted of the county milling/overlaying up to two miles of city owned, asphalt roadways. However, this year that has changed. The county will only mill/overlay one mile of city owned, asphalt roadways. Or the county will perform only overlaying on up to two miles of city owned, asphalt roadways.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved to accept the recommendation of the Public Works Director to contact the county for a separate agreement for South Arcola and Locust streets. Proceed with overlay list of Arcola Street – from East Mulberry to railroad tracks, Magnolia Street – from North Rock Island to East Mulberry, Valderas – from Locust to Magnolia, and Anderson Street – From Magnolia to Locust.

Upon an *amended* motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth to move forward contingent on the agreement of the county. The motion was approved on a 6-0 vote.

13. Discussion and update on the Texas Commission on Environmental Quality (TCEQ) compliance investigation.

Hector Renteria, Director of Public Works, addressed council and stated that on October 16th, 2024, Texas Commission on Environmental Quality (TCEQ) scheduled a comprehensive compliance investigation for the Angleton Wastewater Treatment Plant. This investigation resulted in several alleged violations (AV). These AV's required corrective action to resolve, which were all fulfilled in the time frame allotted. Now that this has been submitted, we will await TCEQ response, and how they proceed forward. This investigation was not directly tied to the Environmental Protection Agency's (EPA) compliance order received on May 16th, 2024, however there were observations in both instances that stem from the same root cause, low dissolved oxygen. In the EPA's compliance order there were instances of high ammonia. In TCEQ's investigation, low dissolved oxygen was recorded. Without enough oxygen being dissolved the ammonia cannot be removed from wastewater. As we move forward with our capital improvement project at the wastewater treatment plant, these ongoing issues will be corrected.

14. Discussion and possible action on approving Resolution No. 20241112-014 casting votes for the Board of Directors of the Brazoria County Appraisal District (BCAD).

At the October 8, 2024, Council meeting, Council approved Resolution No. 20241008-012 to nominate Susan Spoor to the BCAD Board of Directors as representatives of Angleton. The ballot has been received by BCAD and they are requesting that the City of Angleton cast their votes by December 15, 2024. Angleton receives a total of 42 votes that can be used all on one candidate or split between any number of candidates on the ballot.

Upon a motion by Council Member Sartin and seconded by Council Member Roberts, Council approved Resolution No. 20241112-014 casting 45 votes for Susan Spoor for the Board of Directors of the Brazoria County Appraisal District. The motion passed on a 6-0 vote.

15. Discussion and possible action on possible changes to the City's Procurement Policy.

Lindsay Koskiniemi, Interim Director of Finance, addressed council and requested feedback from council on the changes they would like to see.

Mayor Wright stated council would like to see it be fair and how to get the best grading.

Council Member Tanner suggested removing the numbering system.

Council Member Roberts requested to leave the comment section in.

16. Discussion and possible action on the City Manager's performance review.

The City Manager requested that this item be in open session and not in executive session.

Colleen Martin, Human Resources Director, addressed Council and stated that the City Manager's review is delayed. She stated she sent council a score sheet that was retrieved from International City Manager Association (ICMA), the council scores were

averaged together and that is what council has in front of them with a summary of council comments that are related to the City Manager only.

Mayor Wright addressed each section of the review in the order it was listed.

Mayor read the scores for individual characteristics. Diligent, thorough and discharge of duties, and self-starter is a score of 4.3. Exercises good judgement is a score of 3.5. Displays enthusiasm and cooperation to adapt is a score of 3.7. Mental and physical stamina appropriate for the position is a score of 3.8. Exhibits composure, appearance and attitude appropriate for an executive position is a score of 3.2. The average total score is 3.7. Mayor asked council if there were any comments, there were no comments.

Mayor read the scores for Professional skills and status. Maintains knowledge of the current development affecting the local government management is a score of 4.0. Demonstrates capacity for innovation creativity is a score of 3.7. Anticipates and analyzes problems to develop effective approaches to solving them is a score of 3.3. Willing to try new ideas proposed by governing body members and staff is a score of 3.3. Sets a professional example by handling affairs in the public office and impartial manner is a score of 3.7. The average total score is 3.6. Mayor asked council if there were any comments, there were no comments.

Mayor read the scores for Relations with elected members of the governing body. Carries out directives of the body as a whole as opposed to those with any one member or minority group is a score of 3.5. Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions is a score of 3.2. Inseminates complete and accurate information equally to all members in a timely manner is a score of is a score of 3.7. The average total score is 3.5.

Mayor read the scores for Policy execution. Implements governing body action in accordance with the intent of the council is a score of 3.3. Supports the actions of the governing body after a decision has been reached both inside and outside the organization is a score of 3.0. Understand, supports, and enforces local governments laws, policies, and ordinances is a score of 3.8. Reviews ordinances and policy procedures periodically to suggest improvements to their effectiveness is a score of 3.5. Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical is a score of 3.3. The average total score is 3.4.

Mayor read the scores for Reporting. Provides regular information and reports to the governing body concerning matters of importance to the local government is a score of 3.5. Respond promptly to requests from the governing body for special reports is a score of a 4.2. Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative is a score of 3.7. Produces and handles reports in a way that conveys the messages that the affairs of the organization are open to public scrutiny is a score of 4.0. The average total is 3.9.

Mayor read the scores for Citizen relations. Responsive requests from citizens is a score of 3.8. Demonstrates a dedication of service to the community and its citizens is a score

of 4.5. Meets with and listens to members of the community to discuss their concerns and strives to understand their interests is a score of 4.2. Gives an appropriate effort to maintain citizen satisfaction with city services is a score of 3.5. The average total score is 4.0.

Mayor read the scores for Staffing. Recruits and retains competent personnel for management positions is a score of 2.7. Applies an appropriate level of supervision to improve any areas of substandard of performance is a score of 2.7. Stays accurately informed and appropriately concerned about employee relations is a score of 3.3. Professionally manages the compensation and benefits plan is a score of 2.7. Promotes training and development opportunities for employees at all levels of the organization is a score of a 3.5. The average total score is 3.0.

Mayor read the scores for Supervision. Encourages department heads to make decisions within their jurisdiction with minimal City Manager involvement yet maintains general control of operations by providing the right amount of communication to the Staff is a score of 3.0. Instills confidence and promotes initiative and supportive rather than restrictive controls for their programs while still monitoring operations at the department level is a score of 3.0. Develops and maintains a friendly and formal relationship with staff and workforce in general yet maintains the professional dignity of the City Manager's Office is a score of 4.0. Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback is a score of 3.0. Encourages teamwork, innovation, and effective problem solving among staff members is a score of 3.7. The average total score is 3.3.

Mayor read the scores for Fiscal Management. Prepares a balanced budget to provide services a level directed by the council is a score of 2.2. Makes the best possible use of available funds conscious of the need to operate the local Government efficiently and effectively is a score of 2.8. Prepares a budget and budgetary recommendations in the intelligent and accessible format is a score of 2.2. Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability is a score of 2.7. Appropriately monitors and manages fiscal activities of the organization is a score of 2.5. The average total score is 2.5

Mayor read the scores for Community. Shares responsibility for addressing the difficult issues facing the city is a score of 3.5. Avoids unnecessary controversy is a score of 3.5. Cooperates with neighboring communities in the county is a score of 4.0. Helps the council address future needs and develop an adequate plan to address long term trends is a core of 3.5. Cooperates with other regional staff and federal government agencies is a score of 4.0. The average total score is 3.5.

Mayor read council's comments for staffing and management and stated leaders who don't lead should be placed in roles accordingly, remove non producers; Positions compensated in excess of what is realistic, some have assistance without adequate utilization; Pay for some directors is not aligned; staffing of concern; Have some subpar performance; Department heads ask the Council what to do; Staff have good

camaraderie but low performance; Staff mismanaged; Some areas are top heavy and others lack staff; Works to get the most from staff; always responds positively; takes responsibility for the entire staff; inappropriate emails to staff when said tax rate caused discontent; Staff are loosely managed; and the relationship with staff is too informal.

Mayor read council's comments under supervision over a budget and stated zero confidence in the annual budget; Talk to the Council about how to retain current employees so we don't lose knowledge; Prefer business casual attire at council in public meetings; Look at staff and make changes to accommodate goals on finance and budgeting; Not time to increase budget in an economic downturn; make cuts before coming to council; Needs to be more focused on budget and be prepared; Initial budget meetings are a waste of time, numbers are consistently wrong, spend hours on inaccurate figures; Attorneys should use fewer hours going over boilerplate contracts; If you ask the council to approve spending money, identify before it is budgeted, if not, outline where the money will come from; Budgets are not adhered to, and preparation for the budget is lacking, not posted publicly on time; Finances have gone backward; Appreciate grants, but make sure the city has money to match first; Needs better communication with council, progressed over the last two years; Putting the council against staff is not positive; Difference in City Manager's vision and council; Change in emotional characteristics over the past two years; Great job in terms of professional manner, and ability to stay engaged on trends; Hesitant to proceed with council direction; Tends to withdraw when there is a difference of opinion with council; Lacks open channels like he had previously; Foster's positive culture with staff, be more objective on staff reviews; Don't put it on an agenda if you do not want city council guidance, creating unnecessary controversy; Unprofessional emails sent to staff post tax rate setting; Present options to the council rather than opening to general discussion; Reporting is a strong suit; The thought is information deliberately withheld from council; Feeling the city manager does not support the city council unless position aligned; Generally does an excellent job affording updates; Does not use Acronyms; Great job of community involvement; Ensure that items are in final format before bringing to council with correct attachments; and audits must be carried out on time;

Mayor read council's comments under community engagement and stated he does a great job reaching out to citizens and organizations; transparent, always willing to help in emergencies; and minimum effort in the citizen relations area.

Mayor opened the floor for Council to comment.

Council Member Tanner expressed his concerns with the budget and the ongoing issues. Mayor stated he appreciated Chris taking action on the Finance Director after the budget. The City Manager and staff have to use their due diligence and know where the money is coming from before approaching the council. Mayor Pro-Tem Townsend stated that he does not want to put all the blame on the Finance Director, there has been no stability in that position and that's part of the problem. Mayor Pro-Tem stated the Finance Director position needs to be reviewed and it needs to be brought back to council if the city is not paying in a competitive manner to stabilize and bring in someone who's competent and can provide a solid budget from the jump. The hiring of the

Finance Director is the City Manager's responsibility and if he needs help to provide funds to find a quality candidate then it needs to be brought to council. Council Member Roberts stated that the budget was excruciating this year and whatever can be done to improve it will be a tremendous step forward.

Mayor requested comments on the staffing and management section. Council Member Booth stated he is not that close with staff and the day-to-day ongoing and that was the reason for the scoring of 3. He didn't know enough to go high or low on the score. Mr. Booth stated that the city may be overstaffed. The population has not increased from the time most of you were born until today, but the staff has increased. Council Member Booth stated he questions why the council is being asked what to do when there are people at the nose of the wheel to figure out what needs to be done. Mayor Pro-Tem asked the City Manager to direct staff and prepare them to come to council with options to consider. Council Member Tanner stated that staff coming to council during meetings needs to be better managed. Council Member Booth stated he does not receive complaints from staff and that speaks volumes. Council Member Daniel's echoed Council Member Booth's statement and stated that she does not hear anything negative about how the City Manager manages staff or the relations he has with them. Council Member Roberts stated he has enjoyed working with the City Manager. The only issues he has seen is with the budget. Mayor stated if it wasn't for the budget bringing it down then his score would be over a 4. Council Member Sartin stated that the City Manager may have gotten used to the people being great at what they do where they did not have to be managed, and he could be hands off but this is a prime example of the hands off approach when one didn't produce.

Mayor asked council if they had more comments in general. Mayor Pro-Tem stated that he was disappointed in the email the City Manager sent to staff after adopting a tax rate and seemed like the City Manager was trying to pin staff against council. Mayor Pro-Tem stated it was not professional. Has not had any problems with the City Manager's professionalism until that specific email was sent out. Mayor stated he used to hear from the City Manager often over the last two years and now does not really hear much from him. The City Manager sends out text messages when there's an emergency but no touch base phone calls. Mayor requested to set up a meeting once every one to two weeks to have a discussion to make sure they are on the same page.

Mayor Pro-Tem requested the City Manager to evaluate all the attorneys used within the city, look into what the city is paying and the services the city is getting in return.

Council Member Sartin stated he thinks the City Manager can do an excellent job in the position that he is in and would like to see more of that going forward as he is completely capable of being an excellent City Manager.

Chris Whittaker, City Manager, addressed Council and stated he had a lot of issues with the evaluation and thought a lot of the comments were inappropriate. He stated that Council is evaluating the past two years and asked how council expects him to improve his performance. November 2022 was the last performance evaluation, and he stated council did not want to do his evaluation on the annual evaluation date because it was too close to council change after the elections and wanted the new council to have an

opportunity to evaluate. In May 2023 he was given an unwritten evaluation but was given a contract update of 3 years with additional pay and personal time off (PTO). City Manager stated he follows his guidance by the City Charter and Personnel Policy. His contract states annual evaluation but does not specify what date. It would be nice to receive feedback from council once a year to know if he is screwing up, micromanaging or if there's a budget problem and that they are here now talking about budget problems that have been going on for the last 2 years.

Mayor Pro-Tem asked the City Manager if he stated that the council did not tell him anything about budget issues and asked if he wanted council to direct him on who to fire. The City Manager stated no but he would like to hear the council's concerns about the budget. Mayor Pro-Tem asked the City Manager when he realized there was a budget issue, and the City Manager stated at the beginning of the budget process and that he also knew the year before and had hoped to fix things by making his own internal changes.

Mayor stated in May or June the City Manager reached out and stated that the change was going to have to be made, but could not do it because of budget time and it'd be better to have somebody there filling the role doing it in which the Mayor stated he agreed with the City Manager at the time and still would stand by that which is one reason why he stepped in to help with the budget because there were issues and they had talked about it. Mayor stated he remembered bringing it up in the council meeting that he didn't like the way that the budget was being done so he gave that feedback immediately and to say that it was never brought up, when it was in the meeting, a year ago.

The City Manager stated the comments go back two years such as the comment "Difference in City Manager's vision and Council change in emotional characteristics over the past two years." Council Member Sartin stated that it is recognizing a trend, and he has seen it in any evaluation where there was a disciplinary issue. The City Manager asked what was the disciplinary issue and Council Member Sartin stated the budget and the department head did not conduct his duties.

Mayor Pro-Tem stated that council has been through two budget cycles since the May 2023 written evaluation and thinks it is fair to go back two years. The City Manager disagreed.

Council Member Sartin stated the recent events with certain department heads called into question whether or not the department heads that exist within the city are able to operate autonomously with no leadership and because of the type of individuals they are, they would continue to produce regardless, and asked the City Manager if it was due to his leadership or did they just do it automatically and Council Member Sartin stated that he thinks they just do it automatically.

The Mayor asked Colleen Martin, Human Resource Director, when the evaluation is due and Ms. Martin stated the contract states each November.

The City Manager stated that he would like to file a complaint on his evaluation. The evaluation is evaluating staff and not an annual evaluation as recorded. He feels overall that the Council does not want me to succeed by waiting two years to make performance comments. Mayor Pro-Tem asked the City Manager if the lack of timing means that they do not want him to succeed, and the City Manager responded that he had no further comments. The Mayor asked the City Manager if he feels like the Council is not encouraging him to succeed, is he wanting to stay here? The City Manager responded that this is about his evaluation and is not going to comment on his employment.

Council Member Booth stated that he does not agree with the comments that have been made. He stated that it has to come to a boiling head before comments are made to the City Manager to try to do something different then over half of the City Council jumped on the man for not doing what we think he should have done. The city itself is running well. Outside of the Finance Department, he can't point out any department failing in the city. That echoes why council gave extra in May 2023, because council wanted to keep him because he was doing a great job.

Mayor Pro- Tem stated that just because he raises issues with the way budget has been mishandled does not mean that he has a general dislike or disagreement with the City Manager.

Council Member Daniel stated that she agrees that some of the comments made were not appropriate and did not reflect a review of the City Manager's duties and what the City Manager has done for the city. She stated that she thinks the City Manager is a good leader and the city has great staff, but it takes someone to help organize that.

Mayor stated his last comments are that his comments were constructive criticisms without taking personal shots at anyone and would have preferred to have had this in executive session, but it was the City Managers prerogative. The City Manager wanted it in open session.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

There were no comments from the council.

## ADJOURNMENT

The meeting was adjourned at 10:12 P.M.

These minutes were approved by Angleton City Council on this the 25th day of March, 2025.

CITY OF ANGLETON, TEXAS



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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC, CMC  
City Secretary



THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, DECEMBER 10, 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**

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

**PRESENT**

- Mayor John Wright
- Mayor Pro-Tem Travis Townsend
- Council Member Cecil Booth
- Council Member Terry Roberts
- Council Member Christiene Daniel
- Council Member Tanner Sartin

- City Manager Chris Whittaker
- City Attorney Judith El Masri
- City Secretary Michelle Perez

**PLEDGE OF ALLEGIANCE**

Council Member Council Member Booth Pledge of Allegiance.

**INVOCATION**

Council Member Booth led the invocation.

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

There were no speakers.

**CEREMONIAL PRESENTATIONS**

1. Presentation of employee service award.

Mayor Wright recognized Daniel Hunger for fifteen years of service with the City in the Public Works Department. Mr. Hunger was unable to attend the meeting to accept the award.

Mayor moved to the Consent Agenda.

## CONSENT AGENDA

4. Discussion and possible action to approve the City Council minutes for September 10, September 24, October 8, and October 22, 2024.
5. Discussion and possible action declaring the surplus of two Angleton Fire Department vehicles.
6. Discussion and possible action to approve Waste Connections rate adjustment of 2.6% on the January billing cycle.
7. Discussion and possible action authorizing the Mayor to execute settlement participation documents to resolve Opioid-related claims against Kroger.

Upon a motion by Council Member Roberts and seconded by Council Member Sartin, Council Member approved consent agenda items 4. Discussion and possible action to approve the City Council minutes for September 10, September 24, October 8, and October 22, 2024; 5. Discussion and possible action declaring the surplus of two Angleton Fire Department vehicles; 6. Discussion and possible action to approve Waste Connections rate adjustment of 2.6% on the January billing cycle; and 7. Discussion and possible action authorizing the Mayor to execute settlement participation documents to resolve Opioid-related claims against Kroger. The motion was passed on a 6-0 vote.

Mayor moved to item No. 9

## PUBLIC HEARINGS AND ACTION ITEMS

9. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20241210-009 a request to amend the Zoning Map from MFR-29, Multi-family Residential District to LI- Light Industrial District on approximately 2.594 acres for property located at the rear of 105 Cemetery Rd., Angleton, Brazoria County, Texas.

Otis Spriggs, Director of Development Services introduced the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council opened the Public Hearing at 6:11 P.M. The motion was passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council closed the Public Hearing at 6:13 P.M. The motion was approved on a 6-0 vote.

Upon a motion by Council Member Booth and seconded by Mayor Pro-Tem Townsend, Council approved for the property owner to bring back the item as a Planned Unit Development. The motion was approved on a 6-0 vote.

Mayor moved to agenda item No. 11

## REGULAR AGENDA

11. Discussion and possible action to approve the installation of pickleball courts with parkland dedication fees and authorize the City Manager to execute the BuyBoard proposals.

Megan Mainer, Director of Parks and Recreation, introduced the agenda item and stated that in 2023, the City of Angleton and the Angleton Independent School District (AISD) executed an interlocal agreement to have amenities and facilities repaired, maintained, and developed on AISD property in the City located at 1900 Downing (referred to as Downing tennis courts) to the benefit both the City, its citizens, and visitors, and the District, the students, and visitors of the District. The renovations of the facility were completed in November 2023.

In April 2024, the city received complaints about cracked surfacing at the Downing tennis courts. Staff did an onsite inspection and found several cracks as well as tape on courts to outline additional pickleball courts (one of five was lined with pickleball lines). Staff had the contractor address cracks and requested a proposal for additional pickleball court lines. On August 6, 2024, Phil Edwards approved the proposal to proceed with pickleball lines on the remaining four courts (\$3400). On September 26, 2024, pickleball lines were installed.

On November 2, the Gulf Coast Tennis Association contacted the Director and discussed the issues created for planned and future Gulf Coast Tennis Association and AISD tennis programming due to the added pickleball lines. United States Tennis Association (USTA) and University Interscholastic League (UIL) tennis do not allow pickleball lines on tennis courts for sanctioned events. Staff requested a proposal to remove the lines recently added as well as costs associated with installing four pickleball courts at Bates Park on the underutilized parking pad (old Bates tennis court).

Funding is available in parkland dedication fees for these improvements and would allow the Downing tennis courts to be utilized for tennis only and also provide dedicated pickleball courts at an alternate location.

Mayor Pro-Tem Townsend stated he sees this as a temporary solution and would like this added to the Park Masterplan to add pickle ball permanently at a better location.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved the installation of four pickleball courts and fencing at Bates Park and the removal of the pickle ball lines at Downing tennis courts with parkland dedication fees and authorize the City Manager to execute the BuyBoard proposals. The motion was approved on a 6-0 vote.

Mayor Pro-Tem requested for signage at the tennis court to be posted.

Mayor moved to Executive Session

## EXECUTIVE SESSION

The City Council held an executive session at 6:48 PM pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

2. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

**This executive session item was removed from the agenda.**

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

## OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 7:41 PM pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

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

**No action was taken.**

**Mayor moved to item No. 8**

## PUBLIC HEARINGS AND ACTION ITEMS

8. Conduct a public hearing, discussion, update, and possible action on the proposed City of Angleton Comprehensive Fee Schedule as related to the User Fee Study.

**Otis Spriggs, Director of Development Services introduced the agenda item.**

**The City has contracted with Ardurra/Gunda to overhaul the City of Angleton Comprehensive Fee Schedule. To accommodate additional forums to allow for public input, Staff presented the Development related fees that have proposed changes to the Planning and Zoning Commission for additional feedback during the last two (2) regular scheduled meetings. Comments and input were received and considered. Staff also held a Comprehensive Fee Schedule workshop on July 25, 2024, before the developers and the general public to gain input and comments.**

**Staff requested that the City Council hold a second public hearing as staff work towards final consideration and action.**

**Mr. Spriggs provided council with the proposed changes, including the existing adopted fees and comparisons with surrounding communities.**

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council opened the Public Hearing at 7:48 P.M. The motion was passed on a 6-0 vote.

Council left the Public Hearing open until the next meeting.

## REGULAR AGENDA

10. Update, discussion, and possible action of the progress and timeline of the expedited Wastewater Treatment Plant Improvements Project by Schneider Electric.

Brian Pottenger & Matt Lombardo with Schnieder Electric addressed council and presented a PowerPoint presentation to give an update on the wastewater plant project. The presentation was on the Development Process and Project Communication; Project Progress to date; Upcoming Project Milestones; Project Schedule and Funding Plan; Upcoming Financial Milestones; and Upcoming Activities by Month.

Council agreed that they prefer the \$6 Million project number.

Joe Morrow with Securities addressed Council and discussed having a rate study for the rate increase. The plan is for the system to cover the cost and a rate increase is needed and is a good idea when the city is taking on a \$8 Million project.

The scope items in development are: 1. Aeration Blower and Controls 2. Aeration Diffusers 3. Plant Water Reuse. The next steps include: 1. Sewer Rate Study 2. Certificate of Obligation 3. Procurement Amendment.

12. Discussion and possible action in selecting the properties for Wind and Hail insurance as part of the City's property insurance program for a policy beginning February 16, 2025.

Colleen Martin, Director of Human Services, presented the agenda item and stated each year, the City of Angleton purchases Wind & Hail insurance as part of the property insurance program. The current policies will expire on February 15, 2025. Over the past five (5) years, the City has made two windstorm claims: one in 2021 after Hurricane Nicholas, which paid \$18,809.70, and one in 2024, after Hurricane Beryl, which paid \$1,152. In 2024, the City paid \$369,416 in windstorm/hail premiums, which included Wind Buydown Deductibles. A deductible buydown is an insurance contract provision that allows an insured party to pay a higher premium to reduce the deductible we will have to pay if we make a claim. The insured buildings, the total insured value required by Texas Windstorm Insurance Association (TWIA), and the associated carriers and deductibles are attached. Velocity and Lloyds are Surplus Lines, and their coverage includes a Surplus Lines Fee and Stamping Tax

Council Member stated to go for a higher deductible and put that deductible aside. Ms. Martin stated the City can raise the deductible but will have fewer city properties covered by insurance because they do not meet the deductible.

Council requested for Ms. Martin to receive quotes from everyone to see if she can get a different deductible and bring it back to council.

- 13. Discussion and possible action on approving Ordinance No. 20241210-013 amending the Fiscal Year 2024 - 2025 Budget.

**This item was removed from the agenda.**

**COMMUNICATIONS FROM MAYOR AND COUNCIL**

**Mayor Wright stated he would like to have a discussion on the water fees for retired EMS and Fire and would also like an update on the first quarter budget.**

**Council Member Roberts stated he would like to see if the budget book has been closed out from last year.**

**Mayor Pro-Tem stated he would like an update on a Finance Director.**

**Council Member requested a monthly status on Parrish and Silver Saddle Street project.**

**Mayor and Council announced their gratitude and appreciation to staff on the Heart of Christmas.**

**ADJOURNMENT**

**The meeting was adjourned at 8:31 P.M.**

**These minutes were approved by Angleton City Council on this the 25th day of March, 2025.**

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC , CMC  
City Secretary



**CITY OF ANGLETON  
CITY COUNCIL MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
TUESDAY, JANUARY 14, 2025 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JANUARY 14, 2025, 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

With a quorum present, Mayor Wright called the Council Meeting to order at 6:01 P.M.

#### PRESENT

Mayor John Wright  
Mayor Pro-Tem Travis Townsend  
Council Member Cecil Booth  
Council Member Terry Roberts  
Council Member Christiene Daniel  
Council Member Tanner Sartin

City Manager Chris Whittaker  
City Attorney Grady Randle  
City Secretary Michelle Perez

#### PLEDGE OF ALLEGIANCE

Council Member Sartin led the Pledge of Allegiance.

#### INVOCATION

Council Member Booth gave the invocation.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No one spoke.

#### CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.

Colleen Martin, Director of Human Resources, presented the Service Award to Sergeant Carlos Cobos of the Angleton Police Department for 5 years of service.

#### CONSENT AGENDA



2. Discussion and possible action to approve Resolution No. 20250114-002 the surplus of two Angleton Fire Department vehicles.
3. Discussion and possible action to approve Ordinance No. 20250114-003 amending the Code of Ordinances, City of Angleton, Texas, Chapter 9, Garbage and Refuse Collection Rate; Revising and Providing for an Increase in the Rates to be charged for Solid Waste Collection; Providing for Repeal of Conflicting Ordinances.
4. Discussion and possible action on a Final Plat for Ashland Model Home Park clearing all referral agency conditions.
5. Discussion and possible action on a Final Plat for Ashland Section 1 to clear all conditions of the August 22, 2023 approval.
6. Discussion and possible action on a Final Plat for Ashland Section 2 to clear all conditions regarding referral agency approvals.
7. Discussion and possible action on the Final Plat of the Ashland Coral Haven Lane Street Dedication to clear all referral agency conditions.
8. Discussion and possible action on the Final Plat for Ashland Street Dedication Section 1 and Reserves to remove all conditions of the August 22, 2023 approval.
9. Discussion and possible action on the Final Plat of the Ashland Street Dedication Section 2 clearing all conditions of the August 22, 2023 approval.
10. Discussion and possible action on the Final Plat of the Ashland Street Dedication Section 3 to clear all conditions of the August 22, 2023 approval.
11. Discussion and possible action on a Final Plat for Ashland Development Water Plant to clear all conditions of the August 22, 2023 approval by Council.
12. Discussion and possible action on a Final Plat for Ashland Utility and Lift Station Reserve, for 0.23 acres of land, containing two reserves in one block for utility purposes, out of the Shubael Marsh Survey A-81 & A-82, Brazoria County, Texas as submitted by Ashton Gray Development to remove all referral agency conditions.
13. Discussion and possible action on the Final Plat for Ashland Development Wastewater Treatment Plant to clear all conditions of the August 22, 2023 approval by Council.

**Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved the consent agenda and pulled agenda item No. 5 for discussion and approved consent agenda items 2. Discussion and possible action to approve Resolution No. 20250114-002 the surplus of two Angleton Fire Department vehicles; 3. Discussion and possible action to approve Ordinance No. 20250114-003 amending the Code of Ordinances, City of Angleton, Texas, Chapter 9, Garbage and Refuse Collection Rate; Revising and Providing for an Increase in the Rates to be charged for Solid Waste Collection; Providing for Repeal of Conflicting Ordinances; 4. Discussion and possible action on a Final Plat for Ashland Model Home Park clearing all referral agency**

conditions; 5. Discussion and possible action on a Final Plat for Ashland Section 1 to clear all conditions of the August 22, 2023 approval. 6. Discussion and possible action on a Final Plat for Ashland Section 2 to clear all conditions regarding referral agency approvals. 7. Discussion and possible action on the Final Plat of the Ashland Coral Haven Lane Street Dedication to clear all referral agency conditions; 8. Discussion and possible action on the Final Plat for Ashland Street Dedication Section 1 and Reserves to remove all conditions of the August 22, 2023 approval; 9. Discussion and possible action on the Final Plat of the Ashland Street Dedication Section 2 clearing all conditions of the August 22, 2023 approval; 10. Discussion and possible action on the Final Plat of the Ashland Street Dedication Section 3 to clear all conditions of the August 22, 2023 approval; 11. Discussion and possible action on a Final Plat for Ashland Development Water Plant to clear all conditions of the August 22, 2023 approval by Council; 12. Discussion and possible action on a Final Plat for Ashland Utility and Lift Station Reserve, for 0.23 acres of land, containing two reserves in one block for utility purposes, out of the Shubael Marsh Survey A-81 & A-82, Brazoria County, Texas as submitted by Ashton Gray Development to remove all referral agency conditions; and 13. Discussion and possible action on the Final Plat for Ashland Development Wastewater Treatment Plant to clear all conditions of the August 22, 2023 approval by Council.

Upon an amended motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved consent agenda items No. 2, 3, 4, 7, 8, 9, 10, 11, 12 and pulled agenda items No. 5 and 6 for discussion. The motion passed on a 6-0 vote.

## REGULAR AGENDA

5. Discussion and possible action on a Final Plat for Ashland Section 1 to clear all conditions of the August 22, 2023, Council approval.

Mayor Pro-Tem Townsend had the same question for both agenda items No. 5 & 6 regarding orienting a fire station. Mr. Spriggs stated the developer will attend the next meeting and present the two options of the fire station.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved a Final Plat for Ashland Section 1 to clear all conditions of the August 22, 2023, approval. The motion passed on a 6-0 vote.

6. Discussion and possible action on a Final Plat for Ashland Section 2 to clear all conditions regarding referral agency approvals.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved a Final Plat for Ashland Section 2 to clear all conditions regarding referral agency approvals. The motion passed on a 6-0 vote.

## PUBLIC HEARINGS AND ACTION ITEMS

14. Conduct a public hearing, discussion, and possible action on Ordinance No. 20250114-014 approving a request to amend the Zoning Map from MFR-29, Multi-family Residential District to PD, Planned Development Overlay District, with a base LI- Light Industrial District for an RV/Boat parking use on approximately 2.359 acres (Part of Property ID:

171030), for property located at the rear of 105 Cemetery Rd., Angleton, Brazoria County, Texas.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated that Ahsan Sattar of EDD Investment Group LLC requests to amend the Zoning Map from MFR-29, Multi-family Residential District to a L-1 Industrial Base District on approximately 2.594 acres (Part of Property ID: 171030, A0375 IT TINSLEY TRACT 128B1-128B2, ACRES 4.868 (ANGLETON), for property located at the rear of 105 Cemetery Road. Note that this agenda item is a resubmittal and modification of this rezoning petition as a Planned Development District. Public notice letters were sent to all property owners within a 200-foot radius of the subject property in accordance with the provisions of the L.G.C. Chapter 211, and legal notices were published in the local newspaper for this public hearing. Property owner names and addresses were located using the Brazoria County Appraisal District information. The requester wishes to rezone the property to Planned District with a L-1 Industrial Base District, in order to improve the property for RV and Boat Parking. The current property owner also owns and operates the two apartment structures along the property frontage. The subject site will be accessed in the area between those two tracts of land. A preliminary layout has been provided; however, a final site plan shall be submitted and approved by the Planning Commission prior to any construction.

Council Member Booth stated to the East of the storage buildings and just to the west of the apartment building there is an alley way that people have been using for years to get to their property and should be allowed to continue to use it. Mr. Spriggs stated as part of the site plan dating that they will make sure there are no access issues.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council opened the public hearing at 6:17 P.M. The motion passed on a 6-0 vote.

There were no speakers in favor or against.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council closed the public hearing at 6:17 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Booth and seconded by Council Member Sartin, Council approved Ordinance No. 20250114-014 approving a request to amend the Zoning Map from MFR-29, Multi-family Residential District to PD, Planned Development Overlay District, with a base LI- Light Industrial District for an RV/Boat parking use on approximately 2.359 acres (Part of Property ID: 171030), for property located at the rear of 105 Cemetery Rd., Angleton, Brazoria County, Texas. The motion passed on a 6-0 vote.

15. Conduct a public hearing, discussion, and possible action on the proposed City of Angleton Comprehensive Fee Schedule as related to the User Fee Study.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated that the city has contracted with Ardurra/Gunda to overhaul the City of Angleton

**Comprehensive Fee Schedule.** To accommodate additional forums to allow for public input, Staff presented the Development related fees that have proposed changes to the Planning and Zoning Commission for additional feedback during the last two (2) regular scheduled meetings. Comments and input were received and considered. Staff also held a Comprehensive Fee Schedule workshop on July 25, 2024, before the developers and the general public to gain input and comments. A Developer's Work-session to review the Development related Fees was held on Tuesday, August 6, 2024, on Zoom in the Council Chambers at Noon.

Staff requests that the City Council continues the Public Hearing, provide for discussion and feedback, as we work towards final consideration and action.

There were no speakers in favor or against.

Council kept the public hearing open.

## REGULAR AGENDA

16. Update and discussion on road and drainage projects for Henderson Road Project, Street Bond Package III, and Texian Trail.

John Peterson, City Engineer with HDR, gave an update and provided a PowerPoint presentation on the Henderson Road Project, Street Bond Package III, and Texian Trail.

Mr. Peterson discussed Texian Trail and stated they are waiting to hear from AT&T before moving forward and going out for bid. Council directed Mr. Peterson to move forward with the bidding process with the caveat that the contractor is aware that we are waiting on AT&T before moving forward.

Mr. Peterson presented a PowerPoint and discussed the Henderson Road Project and stated different studies were combined. It's 10,200 linear feet of roadway, the major east-west corridor in the city of Angleton. The plan is to enhance safety, mobility, and drainage throughout the area and to manage congestion and future growth. About 2,200 new residential dwellings are expected on the north side of the community that would have access to Henderson, so we want to make sure that we provide the area of relief before it really hits. In 2021, the City did the Henderson corridor traffic study and what was found was that due to the future development and the current and the diminishing returns to the effectiveness of the roadway intersections, that we need to go ahead and start looking at increasing the roadway from a two to four lane boulevard. We were going to add some signalized intersections with additional turn lanes at Valderas, Downing, Heritage Park/Buchta Drive for Buchta Road, and additional turn lanes on 288b and another one at Meadowview Drive. For pedestrian safeties, anything west of Downing, there is no sidewalks out there for anybody wanting to walk back towards the school, so it's one of those areas that really needs to be addressed. One of the recommendations is an eight foot shared pedestrian path for bicyclists and pedestrians to get them off the road. Also, there are some sections of five foot sidewalk, intersection upgrades to comply with Adult Disabilities Act (ADA) standards to bring them up to compliance, and some safety crossings with Buchta crossing across

the boulevard sections. Looking over the drainage study and the impact using the Angleton Drainage District standards. The city will have to enclose the large drainage ditch along Henderson. This will create enough space for the boulevard section, the eight foot sidewalk, and the other improvements. The existing capacity of this drainage system will be improved. Currently, it's about a 20-25 year system. It will be brought up to a 100 year capacity, reducing the flooding. The drainage improvements include installing a 42 inch pipe to 60 inch reinforced concrete pipe (RCP), beginning on the east side of Henderson near Highway 35, that will outfall into the rancho ditch. The other one is dual 54, starting near Highway 288b and extending back to the east where it will become 5x10, and will outfall into the existing outfall will put another system beside the two. There will be three out falling into Brushy Bayou, so there will be two distinct drainage or drainage systems on this project.

A Henderson Road Task Force was created that included people such as the Angleton Fire Department, the Police Department, Good Shepherd Lutherans Church, Angleton Independent School District, City Council members, Texas Dow Credit Union, Rancho Isabella, and Heritage Oaks residents from the Homeowners Associations or people representing those particular subdivisions. When the task force was started there were two cross sections that were being looked at that had been discussed previously with council. One was a full boulevard section with a 14 foot median with 12 foot, 13 foot roads going each way and the other one was one with no medians. The Task Force took a look at the locations of the medians, and the placement of the sidewalks and shared use. The four factors that kept coming up was total project time, how long is this is going to take public safety. Angleton Police Department was in favor of the medians and the Angleton Fire Department raised some concerns with the maneuverability of these large trucks going through that corridor. The other thing is public perception and if the city does have to acquire property, eminent domain is very polarizing, costly, and time consuming. Finally, it's the total project cost. The more property you have to acquire, the more expensive this process, the process will be much less just the cost to acquire that property. Those were the four factors that kept coming up over and over again to start driving how we're going to come together on this. At Highway 288B to Downing, due to the business and the amount of traffic return in there, it was identified that there would be a smaller median, not a 14 foot median, a nine foot median from Hwy 288B to Valderas, also in front of the Angleton Middle School. Two mid-block left turn lanes were added to help the movement of traffic in that area. One is going to be in front of Master Lee's Taekwondo, the other one's going to be in front of Angleton Middle School. The rest of the street will be with no medians with striping only. Other things that we talked about was eight foot shared use path from Highway 288B, all the way down close to 35. The five foot sidewalks were stopped in certain locations where development was coming in. There's no reason to put a sidewalk that will be tore up by a development. Meetings have been held with Angleton Independent School District and discussed three driveways to be closed and three will remain. We held meetings with Texas Dow Employee Credit Union (TDECU) and discussed the traffic flow pattern at the bank, evaluated closing one driveway and TDECU is conducting traffic monitoring and determining the effects of closing a driveway, and that decision will be made as we get closer into the design phase.

Mr. Peterson stated the second Task Force meeting was held on September 18, 2024, they focused on turn lanes at the Highway 288B and Henderson Road intersection, improvements from Buchta Road to Highway 35, and construction phasing. Traffic models indicated the need for dual left turn lanes at State Highway (SH) 288B; however, the task force recommended a single lane that could serve as both a left turn and through lane. This will reduce the amount of additional right-of-way and save cost to the city. During the design phase HDR will coordinate with the Texas Department of Transportation (TxDOT) on signal timing at SH 288B for this option. The potential for only installing a two-lane roadway cross section from Meadowview Street to SH 35 due to current traffic loading was discussed. However, for planning and budgeting purposes, we will continue with the four-lane boulevard section and determine if a boulevard section is required during the final design. There will be four phases in the project. Phase One will be the outfall, the additional 10x5 and 310x5 will go all the way to the North side of Downing; Phase Two will pick it up from North Side of Downing to the South side of Valderas; Phase Three will be from Valderas to SH 288B and Phase Four will be on the west side, essentially from where phase one stopped all the way back to Highway 35. Mr. Peterson stated they coordinated with CenterPoint, AT&T, Comcast and Texas New Mexico and put together a list of 128 utility conflicts for now to begin putting a cost to it to give a more up to date cost. There could be more in the future. Mr. Peterson discussed drainage mitigation and stated to accommodate roadway improvements and future development that 45.3 acre-feet of detention is required. The city partnered with Angleton Drainage District (ADD), which has permitting authority and maintenance responsibility on Brushy Bayou. ADD has stated they will provide the necessary detention at the Rabb Road Reginal Detention Facility to mitigate impacts of the proposed improvements. Mr. Peterson discussed each phase and cost. Phase 1 begins at the outfall past Butcha Road and heads west 2,750 feet to the west side of Downing Street with a total construction cost of \$21,958,187.18. Phase 2 starts from the end of Phase 1 and heads west 2,975 feet to North Valderas Street with a total construction cost of \$15,123,182.77. Phase 3 starts from the end of Phase 2 and heads west 1,300 feet to SH 288B with a total construction cost of \$7,990,821.79. Phase 4 begins near Heritage Park (Phase 1 starting point) and heads east 3,100 feet to Hwy 35 with a total construction cost of \$11,750,807.99. The total cost estimate for the project is \$65,762,289.83 that includes general items, drainage, paving and roadway, utilities and professional services. Mr. Peterson stated the city and HDR submitted an application for a transportation Improvement Program (TIP) grant through the Houston Galveston Area Council (HGAC) for the Road Improvement Project. To advance to the Benefit Cost Analysis phase, the project required a minimum score of 50 and Henderson Road scored an 84. On the cost benefit analysis section, Henderson Road needed to score a 1.0 and scored a 1.50. These services indicate a strong chance of receiving funding, which would ultimately mean that the city would only match 20% of the total cost of the project.

Council and Mr. Peterson entered a discussion to add a divider for a right turn only exiting the subdivision on Rosewood Lane/Henderson Road.

Mr. Peterson presented a PowerPoint and discussed 2023 Street Bond Project Phase III.

Mr. Peterson discussed North Parrish and stated there will be some modifications to North Parrish at the Angleton Independent School District (AISD) roadway and parking. The roadway is elevated with very shallow drainage. It's only 19 feet wide and has limited depth at its outfall. The road bends at the AISD facility and that's where the modifications are to bring to city standards that consist of a curb and gutter roadway. The roadway will have to be lowered between a foot and half to two and a half feet to allow the sheet water to flow from the right-of-way to over the back of the curb and go into the proposed roadway into the drainage system inlets. The proposed section is going to be a 28-foot back-to-back six-inch curb and gutter. The street is going to be part of the drainage. Parking spaces will be in front of the front doors, keeping as many parking spaces as possible. Adding an 11-foot van accessible parking space and another parking space for a handicap vehicle. The project is currently awaiting TxDOT's approval.

Mr. Peterson discussed Silver Saddle Drive and stated the existing pavement narrows down to 11, 10, and 12 foot wide where only one car can go through and there is zero drainage which is why the road is failing. The proposal is to put an 18-foot elevated asphalt roadway without changing the characteristics of the neighborhood. The project is currently awaiting TxDOT's approval.

The total project cost for both Parish and Silver Saddle is \$3,403,742.00

No action was taken.

17. Update and discussion on the water bill contributions for retired firefighters and retired Emergency Management Service (EMS) volunteers.

Colleen Martin, Director of Human Resources, addressed council and stated a stipend covering the base water, sewage, and garbage rates was being provided to retired firefighters and retired Emergency Management Service (EMS) volunteers. There are no records of this agreement but according to Susie Hernandez's recollection, Interim Finance Director, it goes as far back as 1997. During the budget process the City Attorney read that the city was contributing these funds and advised the city against it. As of October 25, 2024, that stipend was removed, impacting 11 retired volunteer firefighters and three EMS personnel.

Lucille Maes, Retired EMS Chief, addressed council and expressed her concern regarding the handling of the communications involving Chief Ayers as he was not notified, nor was anyone else notified in fire or EMS personnel. Ms. Maes urged the council to reinstate the stipend to ensure that the retired individuals are treated with respect and recognition that they have earned.

City Attorney, Grady Randle, addressed council and stated the State Constitution adopted in 1876 prohibits the spending of public money for private purposes on private property or to individuals. Article 3 Section 51 says the legislature shall have no power to make any grant of public monies to any individual, association of individuals, municipal, or other corporations whatsoever, provided that provisions of this section should not be construed to prevent the grant of aid in case of a public calamity. Article

**16, Section 6 of the constitution says no appropriation for private or individual purposes shall be made unless authorized by this constitution. This constitution does not authorize it. Penal Code 39, Section 2A2C says this is an abuse of office, and is punishable from a Class C misdemeanor, which is the least crime to a third-degree felony for a public official who knowingly misappropriated funds.**

**Mayor Wright apologized for the way the retired volunteer fire fighters and EMS were notified. Mayor Wright requested for the City Attorney to research another way to provide this to the retired volunteers and bring it back to council.**

**No action was taken.**

18. Discussion and possible action to approve Resolution No. 20250114-018 consenting to the City of Angleton's participation in Texas Class Investment Pool consistent with Chapter 2256 of Texas Local Government Code and naming authorized signers.

**Lindsay Koskiniemi, Interim Finance Director, introduced the agenda item.**

**Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved Resolution No. 20250114-018 consenting to the City of Angleton's participation in Texas Class Investment Pool consistent with Chapter 2256 of Texas Local Government Code and naming authorized signers. The motion passed on a 6-0 vote.**

19. Discussion and possible action on a year-to-date budget-to-actual report for the first quarter of Fiscal Year 2024-2025.

**Lindsay Koskiniemi, Interim Finance Director, addressed council and stated that she was not able to get the entries prepared to run an actual budget report to council and requested to present the report at the next council meeting. Mayor requested to receive the sales tax for each period as it comes in.**

**No action was taken.**

20. Discussion and possible action on a presentation of the Fiscal Year 2024 - 2025 budget book, findings, and development of a plan to balance budget.

**Lindsay Koskiniemi, Interim Finance Director, introduced the agenda item.**

**Ms. Koskiniemi stated there were a couple of discrepancies throughout reconstructing the budget. The property tax revenue was overstated; council comments made at the September 10 meeting were not made to the budget, those changes have now been made; and the 2% cost of living adjustment (COLA) was incorporated. Ms. Koskiniemi stated she discovered that significant transfers from the Utility Fund into the General Fund were made to balance the budget and this can't continue. These need to be segregated so that council understands what the property tax rate and utility rate should be to know what it is to cover operational cost.**



Susie Hernandez, Finance Department, addressed council and stated in 2023 the general fund balance was \$3 Million, in 2024 the General Fund ended in a deficit of \$670,000. There were two bonds that were overspent, Fund 129 was overspent by \$25,000 and Fund 132 overspent by \$13,000. The financial policy states that the General Fund has to absorb any deficits within the funds bringing the General fund down to \$1,000,005 for FY 24. Recommend taking the money from the Street Fund of the \$2 Million it holds and let it subsidize the General Fund for this budget with the plan to do budget amendments and a payment plan to pay back the Street Fund.

No action was taken.

21. Update and discussion on the Finance Director vacancy.

There was no discussion.

## EXECUTIVE SESSION

The City Council held executive session at 8:49 PM pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

22. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

## OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 9:17 PM pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

22. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

No action was taken.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

Council Member Booth stated he would like an update on the Lead and Copper project and Sanitary Sewer study from Freese and Nichols.

Mayor Pro-Tem Townsend stated he would like an update on the Finance Director vacant position.

Mayor Wright stated he would like to receive an update on the King Municipal Operations Center (KMOC) building and annex.

## ADJOURNMENT

The meeting was adjourned at 9:22 P.M.

These minutes were approved by Angleton City Council on this the 25th day of March 2025.

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC, CMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** March 25, 2025  
**PREPARED BY:** Lupe Valdez  
**AGENDA CONTENT:** City of Richwood Animal Services Contract  
**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** \$40,0000                      **FUNDS REQUESTED:** N/A  
**FUND:** N/A

**EXECUTIVE SUMMARY:**

The City of Richwood is in budget preparations and wants to make the date current on the contract. The contract has not changed anything other than the current date.

**RECOMMENDATION:**

Approve date change

**INTERLOCAL AGREEMENT  
REGARDING ANIMAL SERVICES  
BETWEEN  
CITY OF ANGLETON, TEXAS  
&  
CITY OF RICHWOOD, TEXAS**

**THIS AGREEMENT** is made and entered into by and between the City of Angleton, Texas, hereinafter referred to as "Angleton", and the City of Richwood, Texas, hereinafter referred to as "Richwood", and in this regard, the parties hereto mutually agree, and state as follows:

**I. Recitals**

**WHEREAS**, Angleton and Richwood are both Home Rule Municipalities in Brazoria County, Texas and enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. Angleton and Richwood wish to enter into an agreement for the City of Angleton to provide animal shelter services and field animal control services within the city limits of Richwood.

**WHEREAS**, both Cities represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, Angleton operates Animal Control Services in its police department support services division, and has a municipal animal shelter and the police department manpower to provide animal control services and the manpower necessary to manage and run a municipal animal shelter for the purpose of reducing general animal control problems, including but not limited to protecting its citizens from the dangers and problems associated with free roaming animals, and Richwood has a need for such Animal Control Services and is not equipped to render such services; and

**WHEREAS**, each part has sufficient funds available from current revenues to perform the functions contemplated by the Agreement; and

**WHEREAS**, both Angleton and Richwood find it mutually desirable to enter into this Agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**II. Definitions**

- A.** Animal: As used in this agreement, "animal" shall mean domesticated dogs and cats.
- B.** Animal Control Services: "Animal Control Services" shall mean the services provided by the City in response to an Animal Call necessary to effectively carry out an animal control program for Richwood. Animal Control Services shall include: the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals that have entered a person's residence; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Animal Control Services do not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals. The City shall not be responsible for conducting cruelty investigation, or any enforcement of Richwood's animal ordinance. Animal Control Services shall include animal rescue, and efforts to place animals in adoptive care through a pet adoption program.

- C.** Animal Shelter: "Animal Shelter" shall mean the facility known as the Angleton Animal Services Animal Shelter, currently located at 535 S. Anderson in Angleton, Brazoria County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals, and has a pet adoption program.
- D.** City: "City" shall mean the City of Angleton, Brazoria County, Texas with its offices located at 121 S. Velasco, Angleton, Brazoria County, Texas 77515.
- E.** Client: "Client" shall mean the City of Richwood, Brazoria County, Texas with its offices located at 1800 Brazosport Blvd., Richwood, Brazoria County, Texas 77531.
- F.** Animal Call: "Animal Call" shall mean calls made by the Client or Richwood residents to the City's Police Department dispatch to request Animal Control Services.
- G.** Animal Services Officer: "Animal Services Officer" shall mean an officer of the Angleton Police Department Support Services Division, as defined in the City of Angleton Code of Ordinances, Chapter 4 Animals, as amended.
- H.** Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

### **III. City's Obligations**

City agrees to provide Animal Control services to Client for all Animal Calls occurring in areas located within the corporate city limits of Richwood, Texas, as reflected on the current city limit map as of the date of this agreement.

City will dispatch an Animal Services Officer in response to an Animal Call, and City agrees to transport all captured animals to the Animal Shelter, provided however, that wild animals may be released back into their natural habitat.

### **IV. Client's Obligations**

Client shall fully cooperate with City in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including rabies Vaccination Certificates maintained by any department of the Client; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which the Client or a resident has called the City to capture or remove.

Client agrees to furnish information to City in a timely and expeditious manner.

Client agrees to assist with the apprehension of any animal in appropriate situations and if necessary, dispatch a Richwood law enforcement officer to assist.

Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of State Statutes, at the sole discretion of the Client.

Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or services provided by the Animal Shelter as set forth in this agreement; and for any product or service provided by a person other than the City.

### **V. Consideration**

- a. In consideration for the City's performance of the duties listed herein, the Client will Pay the City a set amount per annum. The Client shall pay the City for the services as delineated in this contract in the following manner: Client agrees to pay City Forty Thousand and 00/100 Dollars per year in two (2) payments. The first payment of twenty thousand (\$20,000.00) on or before October 10, 2025, and the second payment of twenty thousand (\$20,000.00) on or before April 10, 2026. Initial payment will be paid on or before October 10, 2025.
- b. Upon renewal as provided in Article VIII herein, the amount paid in each year following the first will be no less than Forty Thousand and 00/100 Dollars (\$40,000.00), to cover the Client's portion of the cost of animal services. However, in the event that the City determines prior to renewal of this Agreement that the amount of Forty Thousand and 00/100 is insufficient to cover said costs, the City and Client will meet no later than April 1<sup>st</sup>, to determine the appropriate amount of consideration. The City shall provide to the Client a line-item presentation, by program, of the operation budget proposed by the City for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the period.

#### **VI. Reports**

City shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of each fiscal year, currently being September 30<sup>th</sup>. City shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. City shall also render to Client at reasonable intervals, such reports an accounting as Client from time to time may require; provided however, if such request becomes burdensome, City may invoice for the cost of preparation of such reports.

#### **VII. Default**

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the City shall give Client written notice of default with an opportunity to cure such default within ten (10) days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control.

#### **VIII. Termination and Renewal**

Both Richwood and Angleton mutually agree that the terms and provisions of this agreement will commence on the 1<sup>st</sup> day of October 2025 and shall continue in full force and effect until September 30, 2026. The Agreement will be renewed annually only upon full review of the Services provided herein and upon written approval by both parties. The Agreement may be terminated by either party with a thirty (30) day written notice exercising their right to cancel this agreement as hereinafter provided. All costs and liabilities incurred by the City, if any, on behalf of the Client prior to the termination shall be the responsibility of the Client.

The City shall be responsible for the Animal Control Services contemplated under this Agreement. The City shall supply all materials, equipment, tools, transportation, and labor required for, or reasonably incidental to, the performance of Animal Control Services. The City shall have ultimate control over the execution of the work under this Agreement. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees.

#### **IX. General Provisions**

- a. This agreement shall be subject to all present and future valid laws, orders, rules and regulations of the State of Texas and any other regulatory body thereof having jurisdiction and shall be construed under the laws of the State of Texas.

- b. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another.
- c. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any on section (or more) shall not affect the validity of the remaining provisions or sections.
- d. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- e. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- f. Notices to either party shall be sufficient if sent in writing, postage pre-paid, registered, or certified mail to the City Manager of the party at the address herein.
- g. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF ANGETON, TEXAS

CITY OF RICHWOOD, TEXAS


By: \_\_\_\_\_  
John Wright, Mayor

By:   
Michael Durham, Mayor


Date: \_\_\_\_\_

Date: 2/26/25

Attest:  
  
\_\_\_\_\_  
Michelle Perez, City Secretary

Attest:  
  
Kirsten Garcia, City Secretary

Approved:  
  
\_\_\_\_\_  
Chris Whittaker, City Manager  
Angleton, Texas

Approved:  
  
  
Eric Foerster, City Manager  
Richwood, Texas



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** March 25, 2025

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project

**AGENDA ITEM SECTION:** Regular Agenda

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<b>BUDGETED AMOUNT:</b> \$215,140.00	<b>FUNDS REQUESTED:</b> \$8,045.00
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**FUND:**

### EXECUTIVE SUMMARY:

Durning the field investigation in the original scope, it was found that the information in the GIS system was incorrect. Several of the identified line that were identified to be clay pipe where previously rehabilitated and are HDPE line segments that do not required rehabilitation. HDR, Langford Community Management Services (Langford), and City staff have been coordinating with the GLO to remove these line segments from the project and incorporate several additional lines into the contract. Langford has advised HDR to bring an amendment to council for approval and begin the additional work.

This amendment was brought to Council in the January 28, 2025 meeting and tabled until further direction was provided from the grant administrator. Recently, the grant administrator has stated that the City should proceed forward with the additional design of the project so that there would not be any impacts to the available funds.

### RECOMMENDATION:

1. Approve amendment #1 to HDR for amendment #1 for the not to exceed amount of \$8,045.00 .





January 22, 2025

Mr. Chris Whittaker  
City Manager  
City of Angleton  
121 South Velasco Street  
Angleton, Texas 77515

Re: Amendment to Fee Proposal for Engineering Services for Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project  
Amendment #1  
City of Angleton  
HDR Job No. 10404372

Durning the field investigation in the original scope, it was found that the information in the GIS system was incorrect. Several of the identified line that were identified to be clay pipe where previously rehabilitated and are HDPE line segments that do not required rehabilitation. HDR, Langford Community Management Services (Langford), and City staff have been coordinating with the GLO to remove these line segments from the project and incorporate several additional lines into the contract. I have attached an exhibit that identifies the additional line segments that are currently being requested to be included in the contract. Langford has advised HDR to bring an amendment to council for approval and begin the additional work.

HDR Engineering, Inc. (HDR) is pleased to submit Amendment #1 for the above referenced project, which was executed on June 12, 2024.

The follow is the scope for this amendment:

1. Perform field investigation, document existing conditions, and identify surface features that may impede the proposed rehabilitation efforts.
2. Incorporate field information into the proposed design.

**Amended Fee Amount**

The fee totals with this amendment are as follows for the City:

**Lump Sum Fees (NOT TO EXCEED):**

	<b><u>Additional Fee</u></b>
<u>Additional Line Segments</u>	<u>\$8,045.00</u>
<b>TOTAL AMOUNTS</b>	<b>\$8,045.00</b>

Therefore, the total fee amendment is an increase of **\$8,045.00**. The total contract, including this amendment, is now as follows:

**BASIC SERVICES**

Design Phase (Lump Sum)	\$122,940.00
Bid Phase (Lump Sum)	\$ 9,600.00
Construction Management (Lump Sum)	\$ 82,600.00
<b>Total Fees</b>	<b>\$215,140.00</b>

**Amendment #1** **\$ 8,045.00**

**Total Project Fee (Basic & Amendment #1)** **\$223,185.00**

**Schedule**

It is estimated that it will take four (4) weeks to complete these additional tasks.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713) 622-9264.

Sincerely,

HDR Engineering, Inc.

David C. Weston  
Vice President/Area Manager

Approved:

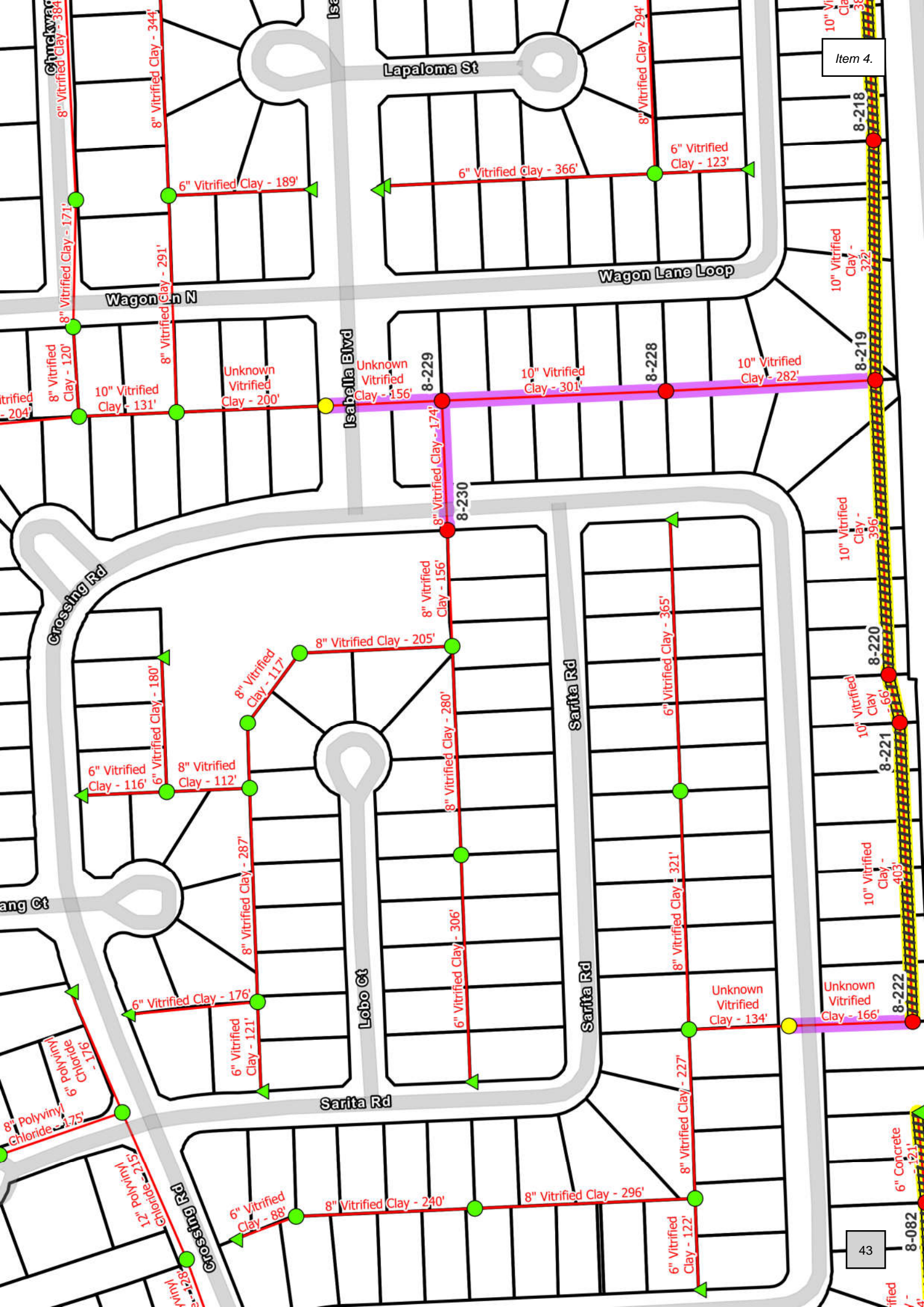
Authorized signature on behalf of the City of Angleton:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_







Item 4.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 03/25/2025

**PREPARED BY:** Otis T. Spriggs, AICP, Director of Development Services

**AGENDA CONTENT:** Presentations by Ardurra/Gunda, Freese, & Nicholson, and Kimley-Horn on the GLO Recovery-Mitigation (CDBG-MIT) RCP Grant, Request for Proposal (RFP).

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The GLO Contract NO. 23-160-039-E664, RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT and contract was executed on June 10, 2024. The grant award total is \$270,000. The Contract will terminate on August 31, 2027 or upon completion of the Comprehensive Plan Update and the Building Code Upgrade.

The City of Angleton published this RFP Request seeking well-qualified grant administration and planning service provider(s) to assist the City in the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by the Texas General Land Office (GLO).

The contract will encompass provision of all project-related services to the City of Angleton, and performance of activities under Grant Administration Services and Planning Activities below. Providers will assist the GLO and/or grant recipients in completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

Note that providers and respondents were invited to submit proposals specifically for 1 individual, or 2 or more of the services in the contract.

The City’s review committee consisted of 3 staff members and 2 members of the City Council. The Purchasing Agent for the City and Director of the Development Services Department were available to answer any questions of the reviewers (Score sheets are attached), and the top three respondents resulted and were invited to give presentations before the City Council in advance of a final decision and selection.

**RECOMMENDATION:**

The City Council should hear the presentations and hold discussions.

Proposal Reference Number: 2025-03

## **Request for Proposal (RFP) for Professional Services**

### **Cover Letter**

**January 15, 2025**

Re: Texas General Land Office (“GLO”) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP)

#### **Dear Service Providers:**

The City (City) of Angleton has recently received funding from GLO under the CDBG-MIT Resilient Communities Program (RCP) program. Attached is a copy of the City of Angleton’s Request for Proposals (“RFP”) for professional services. These services are being requested to assist the City in updating the Comprehensive Plan and grant administration, management, and contract compliance.

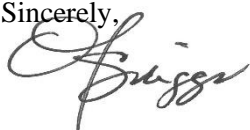
Service providers may submit proposals for the proposed services. The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

**Name: Josh Wilde**  
**Title: City of Angleton Purchasing Agent & Fleet Manager**  
**Address: 121 S. Velasco St.**  
**E-mail: [jwilde@angleton.tx.us](mailto:jwilde@angleton.tx.us)**  
**Phone: 979-849-4364 ext 2134**

Proposals received no later than **2:00 PM on February 12, 2025**, will be considered. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City reserves the right to negotiate with any and all service providers submitting timely proposals.

The City of Angleton is an Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,



Otis T. Spriggs, AICP  
Director of Development Services

Rev. , 11/19/24; 1/8/2025



## RFP for Professional Services

The City of Angleton is seeking well-qualified grant administration and planning service provider(s) to assist the City in the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by the Texas General Land Office (GLO).

### I. Scope of Work

The contract will encompass provision of all project-related services to the City of Angleton, and performance of activities under Grant Administration Services and Planning Activities below.

Providers will assist the GLO and/or grant recipients in completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents shall provide a detailed narrative of their experience as it relates to each of the items below. Respondents shall clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. **Note that providers and respondents may submit proposals specifically for 1 individual, or 2 or more Services A, B, and or C collectively as outlined below.**

Grant Administration Services shall be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The selected service provider must follow all requirements of the Texas CDBG-MIT program. The providers shall furnish services to complete the CDBG-MIT projects, including, but not limited to the following services:

#### **Part A. Grant Administration Services**

- i. General Administrative Duties:
  1. Ensure program compliance, including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
  2. Assist subrecipients in establishing and maintaining financial processes.
  3. Obtain and maintain copies of the subrecipient’s most current contract including all related change requests, revisions and attachments.
  4. Establish and maintain record-keeping systems.
  5. Assist subrecipients with resolving monitoring and audit findings.
  6. Serve as monitoring liaison.
  7. Assist the subrecipient with resolving third-party claims.

8. Report suspected fraud to the GLO.
9. Submit timely responses to the GLO requests for additional information.
10. Complete draw request forms and supporting documents.
11. Facilitate outreach efforts, application intake, and eligibility review.
12. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
13. Submit change requests and all required documentation related to any change requests.
14. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
15. May assist in public hearings.
16. Work with GLO's system of record.
17. Provide monthly project status updates.
18. Funding release will be based on deliverables identified in the contract.
19. Labor and procurement duties:
  - Provide or assist City staff with all Labor Standards Officer (LSO) Services.
  - Ensure compliance with all relevant labor standards regulations.
  - Ensure compliance with procurement regulations and policies.
  - Maintain document files to support compliance.

ii. Financial Duties:

1. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
2. Assist subrecipient with the procurement of audit services.
3. Assist subrecipient in establishing and maintaining a bank account for program funds.
4. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO as applicable.
5. Implementation and coordination of Section 504 requirements.
6. Program compliance as applicable.
7. Ensure that fraud prevention and abuse practices are in place and being implemented.
8. Prepare and submit all closeout documents.
9. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
10. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.

iii. Perform any other administrative duty required to deliver the project.

**Part B: Building Code Updates:**

- iv. Assist the City to update the current versions of building codes version(s) listed below. This will include a review of the current code versions, associated research, recommendations of local amendments if any, preparation of draft ordinance, and assistance with the adoption. The project shall include a licensed plan reviewer and inspector.

**Scope of Work** – The successful firm will assist the City of Angleton in developing, adopting and implementing modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards that meet the requirements outlined in the International Residential Code 2012; CDBG MIT requirements of at least two (2) feet above base flood elevation; and GLO requirements.

**The City of Angleton has adopted the following Codes:**

- 2015 International Energy Code
- 2015 International Fuel Gas Code
- 2015 International Mechanical Code
- 2015 International Plumbing Code
- 2015 International Building Code
- 2015 International Residential Code
- 2014 NFPA 70 National Electric Code
- 2015 International Fire Code
- 2015 Property Maintenance Code
- 2015 Pool and Spa Code effective March 12, 2019

Deliverables under this project scope should focus on the following activities:

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

**Part C: Planning Duties:** The City will utilize this grant to update the 2003 Comprehensive Plan (Plan). The purpose of this update is to keep pace with the high

rate of development and to promote growth in a resilient and sustainable manner. The update will focus on

- v. Adding the missing elements of sustainability and resiliency.
- vi. Incorporate mitigation strategies identified by 2017 Brazoria County Hazard Mitigation Plan.
- vii. Update information to reflect the changes since 2003 when the Plan or other more recent Mitigation plan was adopted.
- viii. Update the existing recommendations contained in Community Profile; Land Use; Mobility; Public Facilities; Growth Capacity; Parks; Housing; and Implementation sections to reflect current conditions and evaluate their effectiveness to promote Smart Growth and sustainable communities.
- ix. The Comprehensive Plan will also update the following areas:
  - ✓ Vision & Goals – identify a common vision for the that guides the development of the Comprehensive Plan, in conformance with the 2018 Strategic Plan.
  - ✓ Demographic study which provides an estimate and projection for the next 20 years.
  - ✓ Comprehensive Housing study that describes the composition of the existing and projected housing stock for the next 10 years.
  - ✓ Land use study/plan, zoning ordinance which describes the land use within the jurisdiction and a future land use map.
  - ✓ Land Use and Zoning Ordinances
    - Review current land use and Zoning Ordinances and their effect on the proposed comprehensive plan.
    - Prepare/recommend Zoning Ordinances updates that provide “practical applications” to manage future growth.
    - Prepare a future land use map that illustrates the desired development pattern in terms of the type, scale, location, and density for future growth and preserves the unique and distinctive small-town feel valued by the residents in Angleton and its Extraterritorial Jurisdiction (ETJ).
    - Prepare/updated recommendations to the Downtown CBD District and the Downtown Angleton Livable Center Study/Plan’s strategies and tools to address building form, economic development and land use, plan future improvements, enhance public spaces, improve mobility and public infrastructure.
  - ✓ Growth Capacity & Infrastructure–address water, wastewater and storm drainage systems serving the City of Angleton; identify strategic needs to serve existing development efficiently and accommodate future growth and land use within the existing City limits and beyond. Consider the fiscal impacts of land use policies and public and private investments to support those polices. Key features will include assessment and recommendations for the areas suggested by the GLO RCP grant.
  - ✓ Infrastructure study/ capital improvement plan that describes the water/ wastewater, and drainage systems as well as proposed improvements to these systems, including:

- Stormwater system inventory
- Watershed study
- Level of service, projected condition/capacity
- Urban natural infrastructure opportunities mapping for flood mitigation
- Green infrastructure and grey solutions
- Drainage corridors and greenway connections
- Best Management Practices
- Low Impact Development
- Policies and partnerships to prevent pollutants from entering the stormwater system
- Stormwater partnerships
- Flood management and resiliency
- Drainage district coordination
- Water Master Plan that reviews and assesses current plans both at a regional and local level and their effect on the proposed comprehensive plan, including:
  - Water Distribution System update.
  - Hazard mitigation improvements and resiliency
  - Review of existing system and prioritizing improvements
  - Water Infrastructure Improvement Plan to identify phasing/costs for future improvements.
- Wastewater Master Plan that reviews and assesses current plans both at a regional and local level and their effect on the proposed comprehensive plan, including:
  - Overall Wastewater Collection System map update
  - Areas of problems, causes, and proposed hazard mitigation improvements and resiliency efforts
  - Lift stations improvements to accommodate anticipated development
  - Wastewater system improvements to serve anticipated development
  - Wastewater Infrastructure Improvement Plan to identify phasing/costs for future improvements and prioritize improvements, long-term outcome and alternatives
- ✓ Drainage
  - Review and assess current plans both at a regional and local level and how these plans will affect the proposed comprehensive plan
  - Update overall drainage system map
  - Identify areas of pipe failures, problem areas, system backups, bottlenecks, based on maintenance repairs and operations personnel and proposed improvements
  - Provide drainage system improvements to serve anticipated development and prioritize hazard mitigation improvements,

resiliency efforts, long-term outcome, alternatives, and implementation strategy

- ✓ Mobility & Transportation – identify and address transportation and multi-modal mobility policies to address current and future needs in the Angleton area and identify opportunities for increased funding for City-wide transportation improvements. Identify the need for increasing/decreasing transit services.
  - ✓ Economic Opportunity & Tourism – identify marketing and economic development opportunities and challenges. Identify policies that facilitate economic development to enhance the tax base and job creation by tapping the growing medical and business sectors especially along the SH 288 corridor and tourism opportunities due to local events and attractions in the vicinity.
  - ✓ Sustainability & Vulnerability – identify effective policies and priority projects to mitigate Angleton’s vulnerability to hazards.
  - ✓ Revitalization & Neighborhoods – identify policies and strategies to encourage investment and redevelopment in aging neighborhoods, commercial areas, and downtown.
  - ✓ Quality of Life & Sense of Community – identify priorities for improving Angleton’s parks, recreation areas, natural environment, historical resources, and community image so that current and future residents can enjoy a high quality of life with a strong sense of community.
  - ✓ Identify beautification opportunities (include recommendations for open spaces, architectural features, and streetscape improvements)
  - ✓ Implementation Strategies – outline a process with a strategic action plan that will lead to the measurable, successful implementation, identifying resources and periodic monitoring mechanisms.
- x. Zoning Ordinance Update
- The City has recognized the need to update the zoning ordinance, the Land Development Code (LDC), and other standards contained in various sections of the Code of Ordinances. The purpose of this update would be to identify measures to consolidate requirements; simplify and streamline the development process; encourage economic development and investment; and ensure compliance with the recent changes in the Texas Local Government Codes (TXLGC). As the first step, the City has commenced the diagnostic review of the zoning ordinance to identify the areas of improvement. Key areas of the update are as follows:
- ✓ Conformance to Texas Local Government Code.
  - ✓ Incorporate green principles, Smart Growth policies, conservation development alternatives, Low Impact Development (LID) principles, and other sustainable best practices.
  - ✓ Consolidation of land development codes and zoning codes.
  - ✓ Improve clarity, readability and resolve conflicts.

II. Project Duration: 18 months maximum.

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### III. Statement of Qualifications

The City is seeking an individual, firm or corporation with experience in the following service areas:

- a) Grant administration and contract compliance - Experience with the federal Community Development Block Grant program, through either the HUD Entitlement program, the Non-entitlement Texas Community Development Block Grant Program, or the Community Development Block Group – Disaster Recovery/Mitigation programs.
- b) Planning Duties - Performance of planning duties described in the scope of work section above.
- c) Building Code updates – Experience with building code updates in cities in Texas.

***As noted above, providers and respondents may submit proposals specifically for 1 individual Service, or 2 or more Services A, B, and or C collectively as outlined below.***

Please provide the following as it relates to your qualifications:

- ✓ A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- ✓ Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- ✓ A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation, Planning, Grant Administration or similar projects, related to the scope;
- ✓ Describe the capacity to perform the Planning Duties described in the Scope of Work as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires;
- ✓ A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline; and
- ✓ A list of at least three references from past local government clients, with information describing the relevancy of the previous performance.

### IV. Proposed Cost of Services

The City is seeking a firm fixed-price cost proposal. Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required to implement the project described in this solicitation. The proposal should include pricing for each of the two areas and must include all costs that are necessary to successfully complete these activities. Please note that the City of Angleton will not use lowest/best bid as the sole basis for entering into this contract.

V. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<b>Criteria</b>	<b>Maximum Points</b>
Experience	40
Work Performance	30
Capacity to Perform	25
Proposed Cost	5
<b>Total</b>	<b>100</b>

VI. Submission Requirements

Interested consulting firms are invited to submit a proposal that includes the following:

- Cover Letter
- Firm Qualifications and Experience
- Proposed Methodology and Approach  
Work Plan and Schedule
- Team Composition and Key Personnel
- Budget and Fee Schedule
- References from similar projects

The proposal must be limited to no more than 30 pages in length for the above items. The following items must also be included with the proposal, but do not count towards the 30 page limit.

1. A copy of your current certificate of insurance for professional liability.
2. Statement of Conflicts of Interest (COI) (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
3. System for Award Management. Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date.
4. Form CIQ, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
5. Certification Regarding Lobbying (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.



6. Disclosure of Lobbying Activities (Approved by OMB 0348-0046) form included in the RFP and must be submitted with the response.
  7. Form 1295, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
  8. Required Contract Provisions. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
  9. General Affirmations (GLO Contract No 23-160-039-E664)
  10. Nonexclusive List of Applicable Laws, Rules, and Regulations
  11. GLO Information Security Appendix
- VII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center  
 2302 Fannin Street, Suite 165, Houston, TX 77002  
 713-718-8974  
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center  
 8828 N Stemmons  
 Freeway Ste. 550-B,  
 Dallas, TX 75247 214-920-  
 2436  
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center  
 501 W César E  
 Chávez Blvd, San  
 Antonio, TX 78207  
 210-458-2480  
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso  
 c/o El Paso Hispanic Chamber of Commerce 2401 E.  
 Missouri Ave.  
 El Paso, TX 79903  
 915-351-6232 ext. 19  
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women’s Business Centers: Houston Women's Business Council, Inc.  
 9800 Northwest Freeway, Suite 120, Houston, TX 77018  
 713-681-9232  
[wbc@wbea-texas.org](mailto:wbc@wbea-texas.org)

LiftFund - Dallas Fort Worth Women's Business Center 8828 N.  
 Stemmons Fwy, Suite 142, Dallas, TX 75247  
 888-215-2373  
[wbcdfw@liftfund.com](mailto:wbcdfw@liftfund.com)

LiftFund - San Antonio Women's Business Center 600 Soledad St.,  
 San Antonio, TX 78205  
 888-215-2373  
[wbc@liftfund.com](mailto:wbc@liftfund.com)

SBA also provides assistance at Small Business Development Centers located across Texas:  
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

- VIII. Deadline for Submission – Proposals must be received **no later than 2:00 PM on February 12, 2025** to be considered. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. Please submit via email your proposal to:

**Name: Josh Wilde**  
**Title: City of Angleton Purchasing Agent & Fleet Manager**  
**Address: 121 S. Velasco St.**  
**E-mail: [jwilde@angleton.tx.us](mailto:jwilde@angleton.tx.us)**  
**Phone: 979-849-4364 ext 2134**

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least seven (7) business days prior to the deadline. The City may, if appropriate, circulate the question and answer to all service providers submitted proposals.

The City reserves the right to cancel the RFP, reject any or all proposals, and waive minor informalities for proposers if in the public interest. The City shall not be liable for any costs incurred in the preparation, presentation, interviews or negotiation in response to this solicitation. Procured consultants will not be considered City personnel and the proposal of certain personnel is a statement of their availability to do the work for the entirety of the contract term. Contact between respondents and the City of Angleton staff or Council members is prohibited during the selection process.

**Attachments:**

Certificate of Insurance  
System for Award Management (SAM) record search for company name and company principal  
Statement regarding firm/individual's conflict of interest, if any  
Conflict of Interest Questionnaire (Attached Form CIQ)  
Certification Regarding Lobbying (Attached)  
Disclosure of Lobbying Activities Form Approved by OMB 0348-0046  
Certificate of Interested Parties Form 1295  
Required Contract Provisions  
General Affirmations (GLO Contract No. 23-160-039-E664)  
Nonexclusive List of Applicable Laws, Rules, and Regulations  
GLO Information Security Appendix

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Angleton

23-160-039-E664

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Chris Whittaker

City Manager

SIGNATURE

DocuSigned by:  
*Chris Whittaker*  
33D19897CAEC4C3...

DATE

6/7/2024

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Item 5.

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

OMB Number: 4040-0013  
 Expiration Date: 02/28/2025

<b>1. *Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. *Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. *Report Type:</b> _____ a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, <i>if known</i>:</b>  	<b>9. Award Amount, <i>if known</i>:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>b. Individuals Performing Services (including address if different from No. 10a)</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> <p>*Signature: _____</p> <p>*Name: Prefix _____ *First Name _____ Middle Name _____                  *Last Name _____ Suffix _____</p> <p>Title: _____ Telephone No.: _____ Date: _____</p>		
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

<b>Federal Agency Form Instructions Form Identifiers</b>	<b>Information</b>
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

<b>Field Number</b>	<b>Field Name</b>	<b>Required or Optional</b>	<b>Information</b>
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

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	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.



**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.



may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

**GENERALLY**

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

**FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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## GLO Information Security Appendix

### 1. Definitions

“Breach of Security” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“GLO Data” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“Sensitive Personal Information” or “SPI” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### 2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### **3. Data Ownership**

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

#### 4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

#### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### 6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such



assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.


**Certificate of Completion**

Envelope Id: DC6F4B7FA3D6484591A1C41D8C4563AC	Status: Completed
Subject: \$270K Contract: 23-160-039-E664 - City of Angleton (Texas GLO)	
Source Envelope:	
Document Pages: 71	Signatures: 4
Certificate Pages: 5	Initials: 6
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Veronica Rodriguez
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	Veronica.Rodriguez@glo.texas.gov
	IP Address: 99.135.182.53

**Record Tracking**

Status: Original	Holder: Veronica Rodriguez	Location: DocuSign
5/31/2024 2:29:10 PM	Veronica.Rodriguez@glo.texas.gov	


**Signer Events**

Signer Events	Signature	Timestamp
Nathan Leake Nathan.leake@glo.texas.gov Staff Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.215	Sent: 5/31/2024 3:03:51 PM Viewed: 5/31/2024 3:09:43 PM Signed: 5/31/2024 3:32:16 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jet Hays jet.hays.glo@recovery.texas.gov Deputy Director, Integration Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 108.161.8.149	Sent: 5/31/2024 3:32:25 PM Viewed: 6/1/2024 8:13:49 PM Signed: 6/1/2024 8:13:55 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep director Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24 Signed using mobile	Sent: 6/1/2024 8:14:00 PM Viewed: 6/1/2024 10:26:39 PM Signed: 6/1/2024 10:26:48 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4	Sent: 6/1/2024 10:26:54 PM Viewed: 6/3/2024 12:30:53 PM Signed: 6/3/2024 12:33:41 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/25/2025

**PREPARED BY:** Otis T. Spriggs, AICP, Director of Development Services

**AGENDA CONTENT:** Discussion and possible action to award Request for Proposal (RFP) 2025-03 Professional Services for the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by the Texas General Land Office (GLO).

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

### EXECUTIVE SUMMARY:

The City of Angleton published a RFP Request seeking well-qualified grant administration and planning service provider(s) to assist the City in the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by the Texas General Land Office (GLO).

The contract will encompass provision of all project-related services to the City of Angleton, and performance of activities under Grant Administration Services and Planning Activities below. Providers will assist the GLO and/or grant recipients in completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

Note that providers and respondents were invited to submit proposals specifically for 1 individual, or 2 or more services A, B, and or C collectively as outlined below.

Grant Administration Services shall be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The selected service provider must follow all requirements of the Texas CDBG-MIT program. The providers shall furnish services to complete the CDBG-MIT projects, including, but not limited to the following services.

**RECOMMENDATION:**

City Council should award the Request for Proposal (RFP) 2025-03 Professional Services for the Comprehensive Plan and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by the Texas General Land Office (GLO).

GLO CDBG-MIT RFP RESILIENT COMMUNITIES PROGRAM					
	Public Management	Langford	Freese & Nichols	Ardurra	Kimley-Horn
Kyle Reynolds	76	82	88	87	85
Martha Eighme	84	94	92	94	93
Hector Renteria	75	86	87	87	84
John Wright	95	91	94	93	96
Christiene Daniel	71	60	76	80	77
Average	401	413	437	441	435
Rank	5	4	3	1	2

**Attachment 2: Team Score Tally Data Sheets**

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Public Management

Date of Ranking: 3/10/2025

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	15
2. Proposer's experience with the City	5	3
2. Experience of Project Manager or Site Supervisor	10	7
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	30

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	8
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	7
Subtotal	30	20

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	7
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	22

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	4

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	30
Work Performance	30	20
Capacity to Perform	25	22
Proposed Cost	5	4
Total	100	76

Notes:

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



Name of Respondent: Public Management

Date of Ranking: 3/10/2025

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	20	16
2. Proposer's experience with the City	5	-
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	4
<b>Subtotal</b>	<b>40</b>	<b>30</b>

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
<b>Subtotal</b>	<b>30</b>	<b>30</b>

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	-
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	<b>25</b>	<b>20</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
<b>Subtotal</b>	<b>5</b>	<b>4</b>

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	30
Work Performance	30	30
Capacity to Perform	25	20
Proposed Cost	5	4
<b>Total</b>	<b>100</b>	<b>84</b>

Notes:

Proposed Fee 270,000 (5-10% profit)

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RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Public Management

Date of Ranking: 3/10/2025

Evaluator's Name: Hector Renteria

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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>8</u>
2. Management of purchase price/pricing	10	<u>5</u>
3. Quality of goods and services and reputation	10	<u>8</u>
<b>Subtotal</b>	<b>30</b>	

**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)	5	<u>3</u>
3. Adequacy to do the work assigned	5	<u>4</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>0</u>
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>30</u>
Work Performance	30	<u>21</u>
Capacity to Perform	25	<u>20</u>
Proposed Cost	5	<u>4</u>
<b>Total</b>	<b>100</b>	<u><b>75</b></u>

Notes:

Exp #1: project/costs listed but not much detail  
Work P. # 2 - not included

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

Name of Respondent: Public Management

Date of Ranking: \_\_\_\_\_

Evaluator's Name: John Wright

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	20
2. Proposer's experience with the City	5	0
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	35

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
Subtotal	30	30

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	25

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	1
Subtotal	5	5

**Total** 100 95

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	
Work Performance	30	
Capacity to Perform	25	
Proposed Cost	5	
	100	

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Name of Respondent: Public Management

Date of Ranking: 3-18-25

Evaluator's Name: Christiane Daniel

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	10
2. Proposer's experience with the City	5	<del>5</del>
2. Experience of Project Manager or Site Supervisor	10	8
3. Does extent to which the good or services meet the City's needs	5	5
<b>Subtotal</b>	<b>40</b>	<b>23</b>

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	10
<b>Subtotal</b>	<b>30</b>	<b>25</b>

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	9
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	<del>5</del>
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	<b>25</b>	<b>19</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	<del>1</del>
<b>Subtotal</b>	<b>5</b>	<b>4</b>

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	23
Work Performance	30	25
Capacity to Perform	25	19
Proposed Cost	5	4
<b>Total</b>	<b>100</b>	<b>71</b>

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

**RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM**

Item 6.

Name of Respondent: Lanford Community Management

Date of Ranking: 3/10/2025

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>16</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	40	<u>35</u>

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>8</u>
2. Management of purchase price/pricing	10	<u>5</u>
3. Quality of goods and services and reputation	10	<u>8</u>
Subtotal	30	<u>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)	5	<u>4</u>
3 . Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	25	<u>22</u>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>0</u>
Subtotal	5	<u>4</u>

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>35</u>
Work Performance	30	<u>21</u>
Capacity to Perform	25	<u>22</u>
Proposed Cost	5	<u>4</u>
	100	<u>82</u>

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Lanford Community Management

Date of Ranking: 3/10/2025

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	20	17
2. Proposer's experience with the City	5	4
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
<b>Subtotal</b>	40	36

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
<b>Subtotal</b>	30	30

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	25	25

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	3
2. Is proposed amount under the allotted/budgeted amount	1	0
<b>Subtotal</b>	5	3

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	36
Work Performance	30	30
Capacity to Perform	25	25
Proposed Cost	5	3
<b>Total</b>	100	94

Notes:

*\$300,000 after review of GLO criteria  
 Experience getting this added amount of funding  
 Plan Development ✓*

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

Name of Respondent: Lanford Community Management

Date of Ranking: 3/10/2025

Evaluator's Name: Hector Renteria

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>16</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>8</u>
2. Management of purchase price/pricing	10	<u>5</u>
3. Quality of goods and services and reputation	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	

**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)	5	<u>5</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>0</u>
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>35</u>
Work Performance	30	<u>23</u>
Capacity to Perform	25	<u>24</u>
Proposed Cost	5	<u>4</u>
<b>Total</b>	<b>100</b>	<u><b>86</b></u>

Notes:

Exp #1 - project listed but no costs  
 Work #2 - not included

Name of Respondent: Langford

Date of Ranking: \_\_\_\_\_

Evaluator's Name: John Wright

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	18
2. Proposer's experience with the City	5	2
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	35

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
Subtotal	30	30

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	3
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	23

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	2
2. Is proposed amount under the allotted/budgeted amount	1	1
Subtotal	5	3

**Total** 100 91

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	
Work Performance	30	
Capacity to Perform	25	
Proposed Cost	5	
	100	

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Name of Respondent: Langford

Date of Ranking: 3.18.25

Evaluator's Name: Christene Daniel

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	10
2. Proposer's experience with the City	5	0
2. Experience of Project Manager or Site Supervisor	10	6
3. Does extent to which the good or services meet the City's needs	5	3
Subtotal	40	19

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	5
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	10
Subtotal	30	20

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	7
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	4
4. Professional liability insurance in force	5	5
Subtotal	25	21

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	0
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	0

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	19
Work Performance	30	20
Capacity to Perform	25	21
Proposed Cost	5	0
Total	100	60

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

Name of Respondent: Freese & Nichols Inc

Date of Ranking: 3/10/2025

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	18
2. Proposer's experience with the City	5	5
2. Experience of Project Manager or Site Supervisor	10	8
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	36

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	9
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	10
Subtotal	30	24

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	9
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	24

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	4

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	36
Work Performance	30	24
Capacity to Perform	25	24
Proposed Cost	5	4
	100	88

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Freese & Nichols Inc

Date of Ranking: 3/10/2025

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	20	19
2. Proposer's experience with the City	5	5
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	39

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
Subtotal	30	30

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	-
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	20

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	3
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	3

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	39
Work Performance	30	30
Capacity to Perform	25	20
Proposed Cost	5	3
Total	100	92

Notes:

\$ 289,444  
Project Cost? Last 5 years

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Freese & Nichols Inc

Date of Ranking: 3/10/2025

Evaluator's Name: Hector Renteria

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>0</u>
3. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	

**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>5</u>
3. Quality of goods and services and reputation	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	

**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)	5	<u>3</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>0</u>
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>36</u>
Work Performance	30	<u>24</u>
Capacity to Perform	25	<u>23</u>
Proposed Cost	5	<u>4</u>
<b>Total</b>	<b>100</b>	<u><b>87</b></u>

Notes:

Exp. #1: very detailed projects but no costs  
Work P#2: not included

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

# RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Freese & Nichols

Date of Ranking: \_\_\_\_\_

Evaluator's Name: John Wright

**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	20
2. Proposer's experience with the City	5	5
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
<b>Subtotal</b>	<b>40</b>	<b>40</b>

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	8
2. Management of purchase price/pricing	10	10
3. Quality of goods and services and reputation	10	10
<b>Subtotal</b>	<b>30</b>	<b>28</b>

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	4
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	<b>25</b>	<b>24</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	2
2. Is proposed amount under the allotted/budgeted amount	1	0
<b>Subtotal</b>	<b>5</b>	<b>2</b>

**Total**    100    **94**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	40
Work Performance	30	28
Capacity to Perform	25	24
Proposed Cost	5	2
<b>Total</b>	<b>100</b>	<b>94</b>

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent: Freese & Nichols

Date of Ranking: 3-18-25

Evaluator's Name: Christine Daniel

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	15 00
2. Proposer's experience with the City	5	1
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
<b>Subtotal</b>	<b>40</b>	<b>31</b>

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	10
<b>Subtotal</b>	<b>30</b>	<b>25</b>

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	0
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	<b>25</b>	<b>20</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	0
2. Is proposed amount under the allotted/budgeted amount	1	0
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	31
Work Performance	30	25
Capacity to Perform	25	20
Proposed Cost	5	0
	<b>100</b>	<b>76</b>

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent:                                 Ardurra                                

Date of Ranking:                                 3/10/2025                                

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>15</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	40	<del>34</del> <b>34</b>

**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>5</u>
3. Quality of goods and services and reputation	10	<u>10</u>
Subtotal	30	<b>24</b>

**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)	5	<u>5</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	25	<b>24</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
Subtotal	5	<b>5</b>

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>34</u>
Work Performance	30	<u>24</u>
Capacity to Perform	25	<u>24</u>
Proposed Cost	5	<u>5</u>
	100	<b>87</b>

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

RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM

Item 6.

Name of Respondent:                                 Ardurra                                

Date of Ranking:                                 3/10/2025                                

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	20	<u>19</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	<b><u>39</u></b>

**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	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	<b><u>30</u></b>

**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)	5	<u>-</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	<b><u>20</u></b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
<b>Subtotal</b>	<b>5</b>	<b><u>5</u></b>

**Total**    100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>39</u>
Work Performance	30	<u>30</u>
Capacity to Perform	25	<u>20</u>
Proposed Cost	5	<u>5</u>
	100	<u>94</u>

Notes:

\$ 268,000

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



Name of Respondent: Ardurra

Date of Ranking: 3/10/2025

Evaluator's Name: Hector Renteria

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>13</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	<u>8</u>
2. Management of purchase price/pricing	10	<u>5</u>
3. Quality of goods and services and reputation	10	<u>8</u>
<b>Subtotal</b>	<b>30</b>	

**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)	5	<u>3</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>38</u>
Work Performance	30	<u>21</u>
Capacity to Perform	25	<u>23</u>
Proposed Cost	5	<u>5</u>
<b>Total</b>	<b>100</b>	<u><b>87</b></u>

Notes:

Exp #1: great project details, but no costs  
WP #2: not included

Name of Respondent: Ardurra

Date of Ranking: \_\_\_\_\_

Evaluator's Name: John Wright

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>0</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	<b>35</b>

**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	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	<b>30</b>

**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)	5	<u>5</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	<b>25</b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>2</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
<b>Subtotal</b>	<b>5</b>	<b>3</b>
<b>Total</b>	<b>100</b>	<b>93</b>

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	_____
Work Performance	30	_____
Capacity to Perform	25	_____
Proposed Cost	5	_____
<b>Total</b>	<b>100</b>	_____

Notes:

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

**RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM**

Item 6.

Name of Respondent: Ardurra

Date of Ranking: 3.18.25

Evaluator's Name: Christine Daniel

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

**Experience**

Factors

	<u>Max Pts</u>	
1. Successful project for the last five years and project cost and detailed information on the project	20	<u>12</u>
2. Proposer's experience with the City	5	<u>3</u>
2. Experience of Project Manager or Site Supervisor	10	<u>10</u>
3. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	<b><u>30</u></b>

**Work Performance**

Factors

	<u>Max Pts</u>	
1. Past performance of similar projects of size and scope	10	<u>10</u>
2. Management of purchase price/pricing	10	<u>5</u>
3. Quality of goods and services and reputation	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	<b><u>25</u></b>

**Capacity to Perform**

Factors

	<u>Max Pts</u>	
1. Staff level/ Experience of Staff	10	<u>10</u>
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	<u>0</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	<b><u>20</u></b>

**Proposed Cost**

Factors

	<u>Max Pts</u>	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
<b>Subtotal</b>	<b>5</b>	<b><u>5</u></b>

**Total 100**

**TOTAL SCORE**

Factors

	<u>Max Pts</u>	<u>Score</u>
Experience	40	<u>30</u>
Work Performance	30	<u>25</u>
Capacity to Perform	25	<u>20</u>
Proposed Cost	5	<u>5</u>
<b>Total</b>	<b>100</b>	<b><u>80</u></b>

Notes:

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

Name of Respondent: Kimley-Horn

Date of Ranking: 3/10/2025

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	15
2. Proposer's experience with the City	5	4
2. Experience of Project Manager or Site Supervisor	10	9
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	33

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	9
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	9
Subtotal	30	23

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	5
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	25

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	4

**Total** 100

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	33
Work Performance	30	23
Capacity to Perform	25	25
Proposed Cost	5	4
	100	85

Notes:

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

**RFP 2025-03 GLO CDBG-MIT RESILIENT COMMUNITIES PROGRAM**

Item 6.

Name of Respondent: Kimley-Horn

Date of Ranking: 3/10/2025

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	20	<u>19</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. Does extent to which the good or services meet the City's needs	5	<u>5</u>
<b>Subtotal</b>	<b>40</b>	<b><u>39</u></b>

**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	10	<u>10</u>
<b>Subtotal</b>	<b>30</b>	<b><u>30</u></b>

**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)	5	<u>-</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
<b>Subtotal</b>	<b>25</b>	<b><u>20</u></b>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>0</u>
<b>Subtotal</b>	<b>5</b>	<b><u>4</u></b>

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	<u>39</u>
Work Performance	30	<u>30</u>
Capacity to Perform	25	<u>20</u>
Proposed Cost	5	<u>4</u>
	<b>100</b>	<b><u>93</u></b>

Notes:

*\$ 270,000  
Similar Project Costs*

Name of Respondent: Kimley-Horn

Date of Ranking: 3/10/2025

Evaluator's Name: Hector Renteria

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	16
2. Proposer's experience with the City	5	4
2. Experience of Project Manager or Site Supervisor	10	9
3. Does extent to which the good or services meet the City's needs	5	5
<b>Subtotal</b>	<b>40</b>	

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	9
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	9
<b>Subtotal</b>	<b>30</b>	

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	3
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
<b>Subtotal</b>	<b>25</b>	

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
<b>Subtotal</b>	<b>5</b>	

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	34
Work Performance	30	23
Capacity to Perform	25	23
Proposed Cost	5	4
<b>Total</b>	<b>100</b>	<b>84</b>

Notes:

Exp #1: projects listed, but no costs  
 WP #2: not included

Name of Respondent: Kimley-Horn

Date of Ranking: \_\_\_\_\_

Evaluator's Name: John Wright

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>9</u>
3. Does extent to which the good or services meet the City's needs	5	<u>5</u>
Subtotal	40	<u>39</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	10	<u>10</u>
Subtotal	30	<u>30</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)	5	<u>2</u>
3. Adequacy to do the work assigned	5	<u>5</u>
4. Professional liability insurance in force	5	<u>5</u>
Subtotal	25	<u>22</u>

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	<u>4</u>
2. Is proposed amount under the allotted/budgeted amount	1	<u>1</u>
Subtotal	5	<u>5</u>
<b>Total</b>	100	<u>96</u>

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	_____
Work Performance	30	_____
Capacity to Perform	25	_____
Proposed Cost	5	_____
	100	_____

Notes:

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\_\_\_\_\_

Name of Respondent: Kimley-Horn

Date of Ranking: 3-18-25

Evaluator's Name: Christene Daniel

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	12.00
2. Proposer's experience with the City	5	1
2. Experience of Project Manager or Site Supervisor	10	10
3. Does extent to which the good or services meet the City's needs	5	5
Subtotal	40	28

**Work Performance**

Factors	Max Pts	
1. Past performance of similar projects of size and scope	10	10
2. Management of purchase price/pricing	10	5
3. Quality of goods and services and reputation	10	10
Subtotal	30	25

**Capacity to Perform**

Factors	Max Pts	
1. Staff level/ Experience of Staff	10	10
2. A Historically Underutilized Business (Program to certify qualified small businesses)	5	0
3. Adequacy to do the work assigned	5	5
4. Professional liability insurance in force	5	5
Subtotal	25	20

**Proposed Cost**

Factors	Max Pts	
1. Does proposal meet the allotted/budgeted amount	4	4
2. Is proposed amount under the allotted/budgeted amount	1	0
Subtotal	5	4

**Total 100**

**TOTAL SCORE**

Factors	Max Pts	Score
Experience	40	28
Work Performance	30	25
Capacity to Perform	25	20
Proposed Cost	5	4
<b>Total</b>	<b>100</b>	<b>77</b>

Notes:

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



# Point Breakdown

## Exper.

- ① 4 pt per project w/ details
- 10 pt for any comp work
- 1/2 pt any comp work plus current in progress
- ② 1 pt per project
- ③ 2 pt per person w/ comp experience
- 3 pt " " " " " with 10+ yrs

## Work Perf.

- ① 2 pt per project
- ② 2 pt per project w/ detail
- 5 pt mention projects w/ no detail
- ③ References listed

## Cap to Perf

- ① 1 pt per 0 to 4 yrs exp
  - 2 pt per 5 to 10 yrs exp
  - 3 pt per 15+ yrs exp
- } In comp planning

## Proposed Cost

- ① meets budget \$ 270,000 4 pt ~~at or below~~
- ② below \$ 270,000 1 pt



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** March 25<sup>th</sup> 2025  
**PREPARED BY:** Hector Renteria  
**AGENDA CONTENT:** County Overlay Update  
**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** **FUNDS REQUESTED:**  
**FUND:**

**EXECUTIVE SUMMARY:**

Update and discussion on the county interlocal agreement overlay process. The county engineer will give a detailed description of the process on the agreement, project selection, and construction processes.

**RECOMMENDATION:**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 25<sup>th</sup> 2025

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** CIP and Project Updates

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \_\_\_\_\_ **FUNDS REQUESTED:** \_\_\_\_\_

**FUND:** \_\_\_\_\_

### EXECUTIVE SUMMARY:

This is an update and discussion on the CIP and a current update on projects that affect the Utility Fund. Due to a recent but necessary utility rate increase an update on projects, and their costs were requested. Also, to help demonstrate why these increases, and prior ones, are necessary.

Our current projected Capital Improvement Plan will cost approximately \$402M, in today's dollars. This included necessary replacements, equipment purchases, and new infrastructure for the city's water and sewer systems. One of the factors that drives utility rates to provide a mechanism to plan and fund these upcoming projects. Also, as we plan these projects to replace infrastructure there are emergencies that occur which force repairs, and replacements sooner than planned. As we look back at historical populations, we can see that by 1980 there were 13,929 residents in Angleton. The most recent census puts Angleton at 19,429 residents. Based on this, approximately 72% of Angleton's infrastructure was in place by 1980. The age of this infrastructure has put it all in a need to replace category. Especially since the materials used during this earlier period had much less life expectancy than today's materials. As we are concerned ourselves more today about the replacements of the infrastructure, it is all coming due at a rapid rate. \$7.063M has been spent since 19-20 FY on emergency repairs/replacements to infrastructure. This is compared to the \$11.812M that was spent on infrastructure projects in total since the 19-20FY. As we plan and create capital projects, we have infrastructure failures that are occurring as well. This significantly compounds the issue as we are having to address these immediately. It takes away funding for planned projects and erodes away our reserve funding for future emergencies. Our revenue is \$12,429,728 for the 24-25 FY, with expenditures at \$12,429,728, this leaves no room for error and won't bolster our fund balance. This is up from revenues in 23-24 FY at \$11,174,102 in the 23-24 FY with expenditures at \$11,360,836. Our budget needs are essential and increase annually based on many factors including the needs of

the department, inflation, new regulations, growth, and trying to propel the department forward. There are also many things that we currently don't accomplish that are necessary as well. An example was how we increased the budget to create a hydrant maintenance plan, but we still have a need for a valve maintenance program. Another factor is how we have ageing equipment that we are trying to keep up with, whether it's replacement or the amount we are having to spend to repair it. There have also been transfers to the general fund for the last 3 fiscal years in the amount of \$3,476,085.04.

In summary there are many needs across our infrastructure that must be met. It appears that we are at a point where we have infrastructure failing at a faster rate as it is all coming to that age at the same time. This is the reason for the increase in rates to attempt to meet these needs as they arise. We are behind the curve when it comes to maintaining our infrastructure, increasing resiliency, and keeping up with new innovations. It is detrimental that we continuously plan to make improvements annually, whilst also providing a funding source for emergency issues as they arise.

**RECOMMENDATION:**

	Item	Year		Costs
Excavator		22-23	\$	62,000.00

Project	Year
W Miller Santuary Sewer Rehabilitation	19-20
Heritage Oaks Emergency Sewer Line Repairs	20-21
Southside Tower	21-22
Lift station 8 line replacement	21-22
WWTP SCADA	21-22
Chenango GST	22-23
Freedom Park Groundwater Treatment System	22-23
WWTP Headworks	22-23
E Peach Water Line Replacement	22-23
Emergency Drought Repairs	22-23
Heritage Oaks Emergency Sewer Line Repairs	22-23
Brazoria County Courthouse Utility Improvements	22-23
Rock Island Water Line Design	23-24
Pine Place CCTV and Emergency Repair	23-24
Lift Station 8 GLO Project Matching Fund	23-24
W Miller Emergency Manhole Repair	23-24
W Phillips Road Emergency Sewer Line Repair	23-24
W Phillips Road Emergency Sewer Line Repair #2	23-24
Storm Expenses	23-24
Survey/CCTV of 288B for Utility Improvement Project	23-24
1216 N Velasco Emergency Water Line Repair	23-24
Angleton Utility Master Plan	23-24
317 Bastrop Emergency Manhole Replacement	23-24
Buchta Road Emergency Sewer Line Replacement	23-24
1300 Block N Valderas Emergency Sewer Line Replacments	23-24
Downing/E Cedar Emergency Sewer Line Repairs	23-24
TXDOT Engineering Costs - Line Replacements on 288-B	24-25
CDBG lift station 24 Match	24-25
16" water line upsize on FM523 in front of windrose	24-25
Emergency Dry Pit Repairs	24-25
Lead Service Line Inventory Project	24-25

Costs

\$	390,000.00	
\$	115,000.00	
\$	3,337,000.00	
\$	338,150.00	
\$	178,987.00	
\$	2,420,053.00	
\$	1,117,000.00	
\$	603,220.36	
\$	109,035.00	
\$	318,967.30	
\$	74,590.00	
\$	1,200,000.00	
\$	109,035.00	
\$	48,325.00	
\$	240,000.00	
\$	59,300.00	
\$	23,750.00	
\$	23,750.00	\$ 7,063,769.10
\$	40,000.00	
\$	34,455.00	
\$	27,080.00	
\$	247,700.00	
\$	18,500.00	
\$	65,640.00	
\$	47,350.00	
\$	60,833.80	
\$	265,187.34	
\$	44,000.00	
\$	118,294.76	
\$	85,480.00	
\$	51,725.00	

\$ 11,812,408.56

<b>Rank</b>	<b>City</b>	<b>Impact Fees</b>	<b>BWA</b>	<b>1980 Population</b>
1	Angleton	No	Yes	13,929
2	Brazoria	No	Yes	3,025
3	Alvin	Yes	No	16,515
4	Richwood	Yes	Yes	2,591
5	Manvel	Yes	No	3,549
6	Pearland	Yes	No	13,248
7	Lake Jackson	Yes	Yes	22,776
8	Clute	No	Yes	9,577
9	Freeport	No	Yes	13,444
10	Oyster Creek	No	Yes	1,473
11	Rosenberg	Yes	Yes	17,840



<b>Current Population</b>	<b>Percent of Total Pop. In 1980</b>	<b>Notes</b>
19,429	71.69%	CAF
2,866	105.55%	Have natural gas
27,098	60.95%	Impacts began in 2023
4,781	54.19%	Impacts began in 2019
9,992	35.52%	W/WW Only
125,828	10.53%	Since 1997
28,177	80.83%	W/WW Only
10,604	90.31%	
10,696	125.69%	Industry Fees
1,173	125.58%	Industry Fees
38,282	46.60%	

Item	Costs
Jet Trailer	\$ 100,000.00
Mini Camera	\$ 50,000.00
Meter Testing Equipment	\$ 50,000.00
LS 8 Generator	\$ 159,750.00
Vactor Truck	\$ 510,823.00
Generator Replacment LS 27	\$ 165,000.00
New Generators at various LS	\$ 1,917,000.00
Excavator	\$ 75,000.00
	\$ 3,027,573.00

## Project

Northside Tower Rehabilitation

Wasteater PIF Projects (FNI) - WWTP, Lift Stations, Sewer Line Rehab

Water PIF Projects (FNI) - Henderson Transmission Line

Schneider Electric Project - Aeration System Upgrades and Recirculation

Meter Exchange Project

Impact Fee Study

288B Utility Improvements

Media Replacement at Freedom Park

Jamison Plant GST Rehabilitation

Lead Service Line Replacements

Various WWTP Repairs not included in PIF or IGA Projects

Sanitary Sewer Rehabilitation City Wide

Water Line Replacement City Wide

Chenango Plant Booster Pump Building

Lift Station 9 Rehabilitation

Rehabilitation of LS 5

Rehabilitation of LS 15

Rehabilitation of LS 13

Rehabilitation of LS 14

Rehabilitation of LS 44\*

Northside WWTP New

Rehabilitation of LS 37

Rehabilitation of LS 27

Rehabilitation of LS 14

North Side Elevated Storage Tank

Rehabilitation of LS 26

Lift Station 25 Sanitary Sewer Rehabilitation

	Costs
	\$ 675,000.00
Submitted in 24-25	\$ 35,113,191.00
Submitted in 24-25	\$ 3,055,320.95
Ongoing	\$ 8,000,000.00
Ongoing	\$ 417,160.55
To Follow UMP	\$ 40,000.00
Design Phase	\$ 1,657,420.90
28-29	\$ 175,000.00
	\$ 425,000.00
Due by 2034	TBD
	\$ 14,250,000.00
	\$ 130,530,000.00
	\$ 97,875,000.00
	\$ 4,000,000.00
	\$ 175,000.00
	\$ 337,500.00
	\$ 446,310.00
	\$ 467,100.00
	\$ 124,875.00
	\$ 813,750.00
	\$ 90,000,000.00
	\$ 186,975.00
	\$ 1,015,000.00
	\$ 1,015,000.00
	\$ 7,400,000.00
	\$ 200,000.00
	\$ 851,878.40
	\$ 399,246,481.80

\$ 402,274,054.80

Priority	Project	Description	Objective
1	1A Influent Lift Station, Electrical/MCC Building, Operator Building, and Site Lighting at Oyster Creek WWTP	Construct new submersible Influent LS, complete with all new mechanical, structural, electrical, HVAC and I&C. Modify force main routing to headworks accordingly. New Electrical MCC to be elevated for flood protection and combined with other plant MCC's and loads. Recommendation is to implement CIP 1 and 2 at the same time and include the MCC's for new influent pumps in the MCC/electrical room constructed for the new blowers, adjacent to the north wall of the aeration basin complex. Control building needs to be expanded and reconfigured to allow for separation between electrical, laboratory and SCADA monitoring equipment. Alternately, balance of plant MCC's could be relocated to new, larger MCC building as part of CIP projects 1 and 2. Change all lights to LED light fixtures. Repair/replace guard posts and bollards.	The original two lift stations has exceeded is life cycle and is becoming a safety hazard to City staff. The newer lift station is showing major signs of deterioration. This project will abandon both existing lift stations and install one large lift station. Due to its size a Master Control Center (MCC) will be required. The MCC can also be use to operate not only the new lift station but also the proposed Blower room. Also this is a good time to upgrade the lighting at the plant to more energy efficient fixtures. These improvements will allow the plant to operate more efficiently providing cost savings to the City. These cost saving can help offset project cost.
	1B Oyster Creek Stormwater Pump Station and Outfall Repair	This project will replace the entire Stormwater Pump Station at the Oyster Creek WWTP. Major Components include: Demolish existing Stormwater Pump Station, Construct new submersible pump station, complete with all new mechanical, structural, electrical and I&C, and discharge over the levee. Make improvements to the Stormwater Pump Station pipeline to increase the integrity of the levee. Rehab by CIP-line, slip-line, or otherwise replace plant effluent line from chlorine contact tank to manhole, and potentially from manhole to Oyster Creek. Regrade site drainage swales. Regrade drainage near the thickeners and digestors.	This will allow the plant to continue to operate during extreme storm events by removing the storm water captured inside the levee and keep water out of existing blower room and the plant operational.
	1C Secondary Treatment Oyster Creek WWTP – Package 1	Perform first round of equipment replacement, including replacement of air header, diffuser piping and diffusers, re-routing of air header overhead to clear walkways, replacement of gates, replacement of manual butterfly valve between clarifiers 1 and 2 connection to clarifier 3 using motor-operated butterfly valve, install DO and pH meters, associated electrical and SCADA/I&C work. Replace (4) slide gates and (2) telescope valves in Aeration Basin Nos. 1 and 2. Replace (10+) slide gates and (10) telescope valves in Clarifier area. Evaluate concrete structure condition of Aeration Basin Nos. 1 and 2 and Clarifier Basin Nos. Conduct leak test and provide recommendations for structural repairs.	The City has already purchased fine bubble defuses and is ready to have them installed. This will improve the efficiency of the entire operation process and provide the City with substantial energy cost savings. This project should accompany 1D to make the plant as efficient as possible and to maximize potential cost saving to the City. These cost savings from energy efficiencies can be utilize to offset the cost of the improvements.
	1D Blower Building and Aeration at Oyster Creek WWTP	Demolish the current blower building and replace with a new blower building and blowers, elevated for flood protection. Replace existing 4 blowers with 5 new blowers. This includes the blower to the digester. Replace air header up to the aeration basin. Replace electrical and I&C (place blower MCC's in the new MCC building for the influent lift station or co-locate in the same building as the blowers).	The existing blowers are old and inefficient . Also there is not sufficient number of them. The existing head has rotted away and staff has implement a temporary solution to allow the plant to continue to operate. New blowers will provide efficiencies and provide cost savings. These cost saving can be utilized to off set project cost.
	1E Influent Collection Gravity System at Oyster Creek WWTP	The existing 24-inch concrete sanitary sewer line beginning in the southeast corner of the WWTP site has reached its expected life cycle and is undersized. This will also allow to tie the two force mains into the new system at a different location and reduce the amount of force mains in the City.	The existing pipe size inside the plan is actually smaller than the upstream pipe. This section of pipe was noted in the Utility master plan as undersized and in need of replacement to the proper size.

**Priority #1 Opinion of Probable Project Cost**

3	Annual Sanitary Sewer Rehabilitation Project	The City of Angleton is experiencing major Inflow and Infiltration (I/I) issue in its sanitary sewer collection system. This amount of I/I can lead to sanitary sewer overflows in the City, increased run time at City lift stations, and significantly increases the cost of processing all the additional flow at the waste water treatment plant. Also the City is experiencing sink holes that cause structural failures under roads, fences, and landscaping due to soil migration into the collection system.	Rehabilitating these lines will significantly reduce inflow and infiltration, increase the system's overall performance, and provide long-term cost savings
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**Priority #3 Opinion of Probable Project Cost**

4	Annual Water Line Replacement Project	In the 2015 Utility Master Plan it was identified that the City need a significant amount of water lines replaced due to material size, type, historical maintenance, and fire Hydrant spacing.	The City experiences a massive amount of water line breaks during times of drought due to the material type. Also there are portions of the City that require water line replacement due to the size of the existing and water quality issues. The engineers opinion of project cost (Construction plus engineering is \$58,000,000.
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**Priority #4 Opinion of Probable Project Cost**

5	5A	Henderson Transmission Line	The existing transmission water main that supplies treated water from the Henderson Water Plant to the Chenango Water Plant is also utilized as a well supply line when Water Wells 8, 9, and 10 are required to meet water demands. The City staff is able to operate valves on the existing transmission line and direct well water from Water Wells 8, 9, and 10 to the Henderson Water Plant or Chenango Water Plant. However, during this time, the Chenango Water Plant cannot receive any treated water from the Henderson Plant (combined surface water and well water – Chloraminated water) and can only utilize well water that has been disinfected with chlorine at the site. City staff would like to have two separate lines (one for wells (existing transfer Line) and one for supply (New Line – 9,400 LF)). This will allow water quality to remain consistent in the City and more efficient to operate when Water Wells #8, 9, & 10 are required to meet water demands.	Having raw water transported in the same line that treated water is transported could lead to issues of water quality. Also the new transmission main that is used daily will be constructed with PVC material and provide a better level of protection during times of droughts.
	5B	Chenango Booster Pump Building and Disinfection Room	The Chenango Water Plant receives all of its water from the Henderson Plant. The water from Henderson Plant is treated surface water that has been treated with Chloramines. Have two different disinfections in the same system can cause issue with taste and odor. During times that Henderson can not receive treated water it can only disinfect with Chlorine. Also The existing building is small and limited space inside. This would provide a new building, pumps, piping, upgraded disinfection (including a pump and container for Ammonia to make Chloramines), and increase the booster pump capacity.	The chloramine treated water from the Henderson Plant and Jamison Plant mixing with the Chlorine treated water from the Chenango Plant will cause odor and taste issues as well as potentially cause a disinfection byproduct. The City can also upgrade the booster pumps at this time to 1,000 gpm at the Chenango plant and increase the City's booster pump capacity .

**Priority #5 Opinion of Probable Project Cost**

6	Rehabilitation of LS 9	Rehabilitation of wet well and seal wall penetrations, move discharge piping to a vault or above ground, security and surveillance upgrade.	The station was rated high in the Lift station assessment document and must be rehab in the near future to keep it operational and in compliance with TCEQ.
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**Priority #6 Opinion of Probable Project Cost**

7	Headworks Rehabilitation	This project is to replace select equipment which are not part of the on-going CIP upgrade project. Major components include: Replace blower for grit removal system, replace all (6) slide gates, (2) sluice gates and manual screens, replace missing, broken, damaged or corroded pipe supports, miscellaneous valves and other appurtenances, evaluate concrete structure condition, conduct structure leak test, provide recommendation, implement recommended repairs, structural repairs include crack injection, spall repair, expansion joint repair, limited concrete patching, and repair/replacement of structural supports such as grading supports and their connections replace all associated electrical equipment connect local controls to SCADA	These improvements will improve the efficiency to the WWTP and allow the plant operators to better control the process.
<b>Priority #7 Opinion of Probable Project Cost</b>			
8	Henderson Roadway Improvements	The Henderson Road corridor is the only major east west roadway that collects Hwy 35 to SH 288b and to SH 288. It also is adjacent to the Angleton Middle School and has pedestrian and bicycle traffic. The drainage in the area consist of a large open ditch and currently holds water. A lot of development is occurring in this busy roadway and due to the future traffic loading it is project that the roadway must be upsize to a Blvd. section. In order to install the proposed roadway cross section large culvert will be required to close in the existing open ditches.	This will help the mobility and improve safety in the area that is adjacent to a middle school (Pedestrian, bicycles, and vehicles) . The City is currently pursuing possible funding opportunity for this project. They are currently tracking HGAC's TIP funding project. This project should be very eligible for selection.
<b>Priority #8 Opinion of Probable Project Cost</b>			
9	Rehabilitation of LS 5	Rehab Wet Well, Install generator quick connect, and security and surveillance upgrades.	This station is a key station in the City's collection system and requires rehabilitation.
<b>Priority #9 Opinion of Probable Project Cost</b>			
10	Rehabilitation of LS 15	Replace electrical panels, install SCADA system, convert abandoned wet well to manhole, rehabilitate wet well and seal wall penetrations, Security and surveillance upgrades, and convert to submersible lift station including new pumps, piping, and mechanical.	The station was rated high in the Lift station assessment document and must be rehab in the near future to keep it operational and in compliance with TCEQ.
<b>Priority #10 Opinion of Probable Project Cost</b>			
11	Rehabilitation of LS 13	Install quick connect for generator, Rehabilitate wet well and seal wall penetrations, Convert to submersible lift station including new pumps, piping, mechanical, and electrical, and Security and surveillance upgrades.	The station was rated high in the Lift station assessment document and must be rehab in the near future to keep it operational and in compliance with TCEQ.
<b>Priority #11 Opinion of Probable Project Cost</b>			
12	Rehabilitation of LS 14	Replace electrical conduits, install SCADA system, and security and surveillance upgrades	This will improve the efficiency at the station and extend its life expectancy.
<b>Priority #12 Opinion of Probable Project Cost</b>			
13A	Rehabilitation of LS 44*	Convert dry pit to expanded wet well and disconnect pipe to abandoned plant, demolish abandoned plant, and security and surveillance upgrades	This proposed improvements is only to bring the lift station up to a city standard level of operation. This does not address the sanitary sewer capacity issues on the north side.

13	13B	Northside WWTP*	<p>Lift station's 44 available capacity has been purchased by The Windrose Green Subdivision and the City is still receiving interest from developer on the north side of town. The capacity in the force main has also reached its limit. Therefore the City has to increase the capacity of the wet well, upsize the pump, install 5.3 miles of force main to the Oyster Creek Treatment Plant or build a north side waste water treatment plant. HDR has completed a study on the proposed northside treatment plant.</p>	<p>The City has always believe a north side treatment plant will be required in the future. Currently it pump sewage over 5 miles to the Oyster Creek Treatment plant. The City has selected to evaluate a new north side treatment plant instead of continuing pumping sewer 5 miles across the City. This will provide new treatment plant on the north side and increase the available capacity to the existing Oyster Creek Treatment Plant.</p>
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**Priority #13 Opinion of Probable Project Cost**

14	Rehabilitation of LS 37	<p>Install SCADA system, install generator quick connect, replace discharge piping and put into a valve vault, security and surveillance upgrades, and replace small submersible pumps</p>	<p>The station was rated high in the Lift station assessment document and must be rehab in the near future to keep it operational and in compliance with TCEQ.</p>
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**Priority #14 Opinion of Probable Project Cost**

15	Secondary Treatment Package 2 &3	<p>This project includes any structural rehabilitation. Major components include:                  Replace RAS (air lift type) pumps for Clarifiers 1 and 2 with progressive cavity or submersible pumps and metering capability replace WAS (air lift) pumps for Clarifiers 1 and 2 with new pumps and metering capability repair and replace additional gates in Clarifier area replace missing, broken, damaged or rusted hardware on pipes and other appurtenances, replace clarifier mechanisms, rakes, drives, motors, containment baffle and associated appurtenances of Clarifier Nos. 1, 2 and 3, replace missing, broken, damaged or rusted hardware on pipes, replace associated electrical, and install torque switches, local control panels as part of clarifier mechanism replacements.</p>	<p>This will improve the efficiency at the station and extend its life expectancy.</p>
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**Priority #15 Opinion of Probable Project Cost**

16	Rehabilitation of LS 27	<p>The City has expressed a desire to improve the Security and surveillance at the site. Other improvements identified are replace two Flygt pumps, replace two 30hp Gorman Rupp pumps with submersibles, rehabilitate wet well and seal wall penetrations, replace discharge piping and put into a valve vault, Replace MCC panel, and Replace 155kw generator.</p>	<p>This will improve the efficiency at the station and extend its life expectancy.</p>
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**Priority #16 Opinion of Probable Project Cost**

17	Rehabilitation of LS 14	<p>The City has expressed a desire to improve the Security and surveillance at the site. Other improvements identified are replace two Flygt pumps, replace two 30hp Gorman Rupp pumps with submersibles, rehabilitate wet well and seal wall penetrations, replace discharge piping and put into a valve vault, Replace MCC panel, and Replace 155kw generator.</p>	<p>This will improve the efficiency at the station and extend its life expectancy.</p>
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**Priority #17 Opinion of Probable Project Cost**

18	Disinfection System and Solids processing System	<p>This project includes any structural rehabilitation. Major components include:                  Replace RAS (air lift type) pumps for Clarifiers 1 and 2 with progressive cavity or submersible pumps and metering capability replace WAS (air lift) pumps for Clarifiers 1 and 2 with new pumps and metering capability repair and replace additional gates in Clarifier area replace missing, broken, damaged or rusted hardware on pipes and other appurtenances, replace clarifier mechanisms, rakes, drives, motors, containment baffle and associated appurtenances of Clarifier Nos. 1, 2 and 3, replace missing, broken, damaged or rusted hardware on pipes, replace associated electrical, and install torque switches, local control panels as part of clarifier mechanism replacements.</p>	<p>This will improve the efficiency at the station and extend its life expectancy.</p>
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**Priority #18 Opinion of Probable Project Cost**



19	North Side Elevated Storage Tank	The City of Angleton is experiencing a significant growth in development in the City or developers wishing to purchase retail utility services from the City. Base of the best available information, the City currently has approximately 1,493 ESFU remaining in its water distribution system. The limiting factor is the available elevated storage. The proposed project will be to install a new 1,000,000 gallon Elevated Storage Tank (EST) on the north side. HDR has previously evaluated two potential sites and identified the best location to install the EST. HDR followed up this evaluation and held conversations with the identified property owners.	This will provide additional amount of elevated storage capacity and increase the total water storage volume. This will provide an additional elevated storage capacity for 10,000 connection for future development in the City. The City has discuss potential location and HDR evaluated them. There has been communication with property owners and they have show interest in allowing the City to install a new EST on their property.
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**Priority #19 Opinion of Probable Project Cost**

20	Western Ave	The City has been receiving residents request to improve the paving and drainage conditions on Western Ave. HDR provide an OPCC for paving and drainage improvements on Western Avenue.	This project will bring the paving and drainage up to a City standard.
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**Priority #20 Opinion of Probable Project Cost**

21	Dwyer Street Improvements	The City is in the process of establishing a new use for the old public swimming pool and reuse their property. To better use the property, Dwyer street can be relocated to a different location where it connect to 288B providing a better use of the property	This will allow the City to have better use of the property and make the area safer around the new usage of the property.
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**Priority #21 Opinion of Probable Project Cost**

22	Harvin Drive Expansion Improvements	The City is planning to expand Harvin Drive by matching the existing 60' ROW and reducing the roadway width from 36' to a 28' City standard, while adding sidewalks on both sides; additionally, a new water line will be installed to connect the 12" water line on Harvin to the 8" water line on Valderas, enhancing water quality, pressure, and system resilience.	This project will provide a connection between Harvin Drive and N. Valderas Street, helping to control the volume of traffic on Pine Way Street, making it safer and less congested, while also reducing traffic flow on the residential area of E. Bronco Bend.
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**Priority #22 Opinion of Probable Project Cost**

23	Chenango Street Improvements	The City wanted to perform improvement to the down town area along Chenango. There is no existing drainage in the area. HDR did a H&H study and identified the effected area, pipe sizing mitigation, and a OPCC.	This will allow the City to redeveloped the down town portion of the City and provide depth and capacity need to the drainage system. Staff has begun conversations with TxDOT on a team opportunity that TxDOT has should interest in. This will help with the funding of the project.
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**Priority #23 Opinion of Probable Project Cost**

24	Downing Street Improvements	The City receive complaints in this area of high water during rain events. APD even blocks the road to keep cars from pushing wake inside of homes. HDR did a H&H study and identified the effected area, pipe sizing mitigation, and a OPCC.	This will allow the City to install the required drainage for the area. Conversations with TxDOT should be held to discuss improvements to this area.
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**Priority #24 Opinion of Probable Project Cost**

25	Rehabilitation of LS 26	Install SCADA system, install generator quick connect, security and surveillance upgrades.	City staff working on it currently and will continue to be rehabilitated.
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**Priority #25 Opinion of Probable Project Cost**

27	WWTP Gravel Roadway	The City of Angleton has requested us to put a proposal together to install a gravel roadway around the outside levee at the WWTP. This will keep non-operation staff out of the WWTP and still allow access to the acres outside of the treatment plant.	This will improve surcurity and safety in the WWTP. Non-operational employee will still have access to the area outside of the WWTP but will not be allowed to enter the WWTP work site
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**Priority #27 Opinion of Probable Project Cost**

28	Lift Station 25 Sanitary Sewer Rehabilitation	<p>The City of Angleton performed smoke testing to identify Inflow and Infiltration into its sanitary sewer collection system. LS 25 was identified as one of the worst contributors to I/I into the collection system. The existing pipe material is vitrified clay and it requires rehabilitation/</p>	<p>Rehabilitating this collection system will significantly reduce inflow and infiltration, increase the system's overall performance, and provide long-term cost savings</p>
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**Priority #28 Opinion of Probable Project Cost**

29	Loop 274 Sidewalk Project	<p>The City of Angleton is actively working with TxDOT on funding for two shared path projects to improve the mobility and safety in the City. The main goal of the proposed projects is to bring both alignments into compliance with the Texas Department of License and Registration (TDRL) and the American Disability Act (ADA). This will increase safety for citizens along the corridor, establish protected bicycle lanes, and enhance connectivity to the surrounding areas and merchants. Once developed into more defined projects, the City will provide additional information and project schedules.</p>	<p>This project is proposed to improve mobility along the Loop 274 corridor, including 10'-8' wide shared paths (bicyclists and pedestrians) along Loop 274 and Front Street from East Plum Street to East Cedar Street.</p>
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**Priority #29 Opinion of Probable Project Cost**

Pablo's Update

Project Cost
\$9,600,000.00
\$3,100,000.00
\$3,100,000.00
\$3,500,000.00
\$1,300,000.00
<b>\$20,600,000.00</b>

\$130,530,000.00		\$96,687,500.00
	Previous	

**\$130,530,000.00**

\$97,875,000.00		\$72,500,000.00
	Previous	

**\$97,875,000.00**

77350000

1547000

\$2,100,000.00
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\$4,000,000.00
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**\$6,100,000.00**

\$175,000.00
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**\$175,000.00**

\$2,200,000.00
<b>\$2,200,000.00</b>
\$65,762,644.00
<b>\$65,762,644.00</b>
\$337,500.00
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\$813,750.00

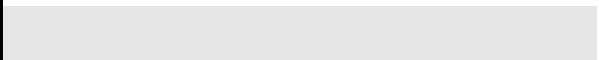
\$56,823,759.00

(Previously was here  
\$65,762,644.00 \$31,000,000)

[5\) Opinions of Probable Cost](#)

\$1,015,000.00

\$90,000,000.00
<b>\$90,000,000.00</b>
\$186,975.00
<b>\$186,975.00</b>
\$9,850,000.00
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\$1,015,000.00
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\$9,850,000.00
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\$200,000.00
<b>\$200,000.00</b>
\$402,000.00

Time of OPCC:  
2018

Time of OPCC:  
2018

(Previous  
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here

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<b>\$402,000.00</b>
\$951,878.40
<b>\$951,878.40</b>
\$6,682,048.80
<b>\$6,682,048.80</b>

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[4/On-going&space;Projects/11.10&space;Dwyer&space;St/](#)

[4/On-going&space;Projects/11.09&space;Harvin&space;Dr/](#)

[4/On-going&space;Projects/11.11&space;WWTP/](#)

4/On-going Projects/11.05 LS/25/

3/From 2022 CoA Admin Ongoing/Sidewalk Along/288B/



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 25 MARCH 2025

**PREPARED BY:** Susie J Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action on the update for unspent bond for the 2024-2025 Budget Year.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Discussion and possible action on the update for unspent bond for the 2024-2025 Budget Year.

**RECOMMENDATION:**

Approval of the update presentation for 2024-2025 budget year.

City of Angleton  
Debt Transparency Report  
as of March 30, 2025

Outstanding Debt Obligations

Title	Secured by Ad Valorem Tax (Yes/No)	Original Par Amount	Principal Outstanding	Interest To Maturity	Total Principal & Interest to Maturity	Final Maturity Date	New Project Proceeds Received from Issue	Proceeds Spent	Proceeds Unspent	Purpose
General Obligation Refunding Bonds, Series 2013	YES	-	-	-	\$ -	08/15/2023	3,013,619	3,013,619	-	
General Obligation Refunding Bonds, Series 2013	YES	-	-	-	-	08/15/2023	2,251,381	2,251,381	-	
Combination Tax & Revenue COB, Series 2013	YES	3,500,000	1,180,000	52,554	1,232,554	02/15/2028	3,500,000	3,500,000	36,565	Closed
Combination Tax & Revenue COB, Series 2015	YES	4,445,000	2,785,000	526,331	3,311,331	07/15/2035	4,445,000	4,445,000	-	
General Obligation Refunding Bonds, Series 2016	YES	2,295,000	535,000	29,100	564,100	02/15/2028	2,295,000	2,295,000	-	
General Obligation Refunding Bonds, Series 2016	YES	2,260,000	465,000	18,500	483,500	02/15/2028	2,260,000	2,260,000	-	
Combination Tax & Revenue COB, Series 2018	YES	8,760,000	6,070,000	1,787,074	7,857,074	02/15/2038	8,760,000	8,037,839	722,161	Street Improvement Project
Combination Tax & Revenue COB, Series 2018	YES	880,000	600,000	1,368,801	1,968,801	02/15/2037	880,000	880,000	-	
Combination Tax & Revenue COB, Series 2019	YES	1,200,000	780,000	96,781	876,781	08/15/2034	1,200,000	1,130,492	55,808	Fire Truck
Combination Tax & Revenue COB, Series 2019	YES	8,245,000	7,325,000	1,433,684	8,758,684	08/15/2039	8,245,000	8,727,683	4,055	Closed
Combination Tax & Revenue COB, Series 2020	YES	2,925,000	2,345,000	399,175	2,744,175	02/15/2040	2,925,000	3,487,557	-	
Combination Tax & Revenue COB, Series 2021	Yes	2,275,000	2,010,000	602,650	2,612,650	08/15/2041	2,275,000	2,506,618	-	
Combination Tax & Revenue COB, Series 2022	Yes	4,997,500	4,872,500	3,553,825	8,426,325	09/30/2052	5,000,000	2,494,543	7,505,457	Construction Angleton Ops Center, Fire Dept storage and emergency generator
Combination Tax & Revenue COB, Series 2024	Yes	3,750,000	3,750,000	1,981,450	5,731,450	09/30/2044	4,000,000	177,602	3,936,047	Abigal Park, Freedom Park
Combination Tax & Revenue COB, Series 2024	Yes	4,063,000	4,063,000	590,958	4,653,958	09/30/2029	3,991,642	398,478	3,593,164	Emergency Note, debris removal
<b>Total - All Debt Issues</b>		\$ 49,595,500	\$ 36,780,500	\$ 12,440,883	\$ 49,221,383		\$ 55,041,642	\$ 45,605,811	\$ 15,853,257	
<b>Total - Secured by Ad Valorem Tax</b>			\$ 36,780,500	\$ 12,440,883	\$ 49,221,383					

5,000,000.00  
900,000.00  
500000  
1000000  
1800000  
9,200,000.00



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-9,200,000.00

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<b>2018 Bond</b>						
<b>2018 Bond</b>	<b>722,161</b>		<b>14,665.00</b>	<b>Fund 121</b>	HDR Phase III Project	112,460.00
					Street Funds	2,000,000.00
					North Parish & Silver Saddle	3,403,742.00
						<b>-808,706.00</b>

<b>2022 Bond Series-Anex K-Mock-Bays</b>						
<b>2022 Bond</b>	7,505,457			<b>Fund 122</b>		5,000,000.00
		K-moc	\$ 82,895			900,000.00
						500,000.00
				<b>1,068,457.00</b>	<b>288 match</b>	1,250,000.00
				<b>To Be included on a future bond/ will be needed to continue</b>		
						7,650,000.00
						<b>-227,438.00</b>

<b>2024 Bond Series/Parks</b>						
<b>2024 Bond</b>	3,936,047			<b>Fund 040</b>		
		Abigail	32,822			
		Freedom	35,884		Any additional cost will be paid through Grants and ABLC	
		BG Peck	6,740			
		Drainage	53,834			
						<b>3,806,767.40</b>

<b>2024 Emergency Bond</b>						
2024 Emergency Bond	3,593,164			<b>Fund 137</b>		<b>808,261.93</b>
			2,784,902.07			
					<b>Funding</b>	
					Animal Shelter	5,482.50
					Parks Antique Lights	2,830.66
		Still committed		600,000	PW	82,242.58
				<u>200,000</u>	Street signs	24,444.53
				800,000	DRY Pit Pump	90,879.41
					Rec Center	105,235
						220.64
				<b>Do not have a date from FEMA reimbursement.</b>		



short



K-moc  
Parish balance  
fire station  
288 B Utility





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 25, 2025

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action on the selection process to fill the vacancy of Council Position No. 3.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

Discuss the process to fill the vacancy of Council Position No. 3.

Historically, the city will make an announcement through social media and invite the public to complete an application, present a presentation at a council meeting and interview with council for a vacant council position.

The Mayor's recommendation is for the Council to recommend potential candidates and city council make a decision from the submitted recommendations.

### RECOMMENDATION:

Discuss a selection process for Position No. 3 vacancy.