



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JANUARY 23, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

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.

- [1.](#) Discussion and possible action on approving Resolution No. 20240123-001 amending the Procurement Policy, establishing procedures for Federal Grants.
- [2.](#) Discussion and possible action on approving Resolution No. 20240123-002 on authorizing the submission of a General Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a Crime Victim Assistance Program in the Police Department.
- [3.](#) Discussion and possible action on approving the September 12, September 19, September 26, October 10 and October 24, 2023, City Council meeting minutes.

REGULAR AGENDA

4. Discussion and possible action on approving the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards and authorize the City Manager to execute the agreement.
5. Update, discussion, and possible action on the City Hall Annex.
6. Discussion and possible action on approving Aqua-Metric to complete the Advanced Metering Infrastructure (AMI) water meter project.
7. Discussion and possible action on projects to be included in the 2024 Certificates of Obligation.
8. Discussion and possible action on approving Resolution No. 20240123-008; resolution by the City Council of the City of Angleton, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation; and approving other matters incidental thereto.
9. Discussion, and possible action on selecting a date and time for the 2024 Council Strategic Planning Workshop.

EXECUTIVE SESSION

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

10. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Presiding Associate Municipal Court Judge).
11. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Tax Increment Reinvestment Zone No. 2 Board of Directors)

OPEN SESSION

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

ADJOURNMENT

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

economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, January 18, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 23, 2024

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

AGENDA CONTENT: Discussion and possible action approving Resolution No. 20240123-001 amending the Procurement Policy, establishing procedures for Federal Grants.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0 **FUNDS REQUESTED:** \$0

FUND: N/A

EXECUTIVE SUMMARY:

On July 14, 2020, City Council approved and passed Resolution No. 20200714-018 adopting the 2020 Financial Management Policy for the City of Angleton, Texas.

The Development Services Department is in the process of completing a pending application with the Texas GLO for the TX GLO Resilient Communities Program (RCP) which will fund long awaited update to the City's 2005 Comprehensive Plan and Building Code upgrades with funding up to approximately \$270,000, with no City required matching funds.

One of the crucial requirements of the grant is that the City has in place a procurement policy that complies with Federal 2 CFR 200.317 - 200.328 and Appendix II to Part 200 for federal programs to ensure the City of Angleton procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal, state and local laws and executive orders. With this proposed resolution, Senior Leadership staff will be able to click the final submission button on the pending application.

RECOMMENDATION:

City Council should approve Resolution No. 20240123-001 amending the Procurement Policy, establishing procedures for Federal Grants.

RESOLUTION NO. 20240123-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ADOPTING PROCUREMENT POLICIES AND ESTABLISHING PROCEDURES FOR FEDERAL GRANTS; REPEALING CONFLICTING, POLICIES, RESOLUTIONS, AND ADDENDUMS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Angleton agrees to adopt and implement the attached Exhibit “A” AMENDMENT TO THE PURCHASING AND PROCUREMENT POLICY FOR FEDERAL GRANTS for use in the implementation, administration and application for Federal Grants; and

WHEREAS, on July 14, 2020, City Council approved and passed Resolution No. 20200714-018 adopting the 2020 Financial Management Policy for the City of Angleton, Texas.

WHEREAS, on February 8, 2022, City Council approved and adopted Ordinance 20220208-009 codified in the Code of Ordinances in Chapter 2 Administration, Division 2 Purchasing Department, Policies and Procedures effectively updating City Purchasing Policies and Procedures; and

WHEREAS, financial management is necessary for the control of City Affairs; and

WHEREAS, sound accounting practices and policies are necessary to ensure the integrity of financial records and Federal, State, and City funding resources; and

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

SECTION 1. The City of Angleton adopts (*Code of Federal Regulations*) Federal 2 CFR 200.317 - 200.327 and Appendix II to Part 200, as amended, for federal programs to ensure the City of Angleton procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal, state and local laws and executive orders as set out and outlined in Exhibit-A, Sections 317 to 327 which covers all federal purchasing standards.

SECTION 2. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

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

SECTION 4. All other resolutions of parts of resolution inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 5. This Resolution shall become effective and be in full force and effect upon passage and approval by City Council and execution by the Mayor.

PASSED AND APPROVED THIS THE 23RD DAY OF JANUARY 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

**CITY OF ANGLETON, TEXAS
AMENDMENT TO THE PURCHASING
AND PROCUREMENT POLICY FOR
FEDERAL GRANTS**

The City of Angleton adopts Federal 2 CFR 200.317 - 200.328 and Appendix II to Part 200 for federal programs to ensure the City of Angleton procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal, state and local laws and executive orders.

Exhibit-A, 2 CFR 200, Sections 317 to 328 covers the following regulations:

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|------------------|--|
| § 200.317 | Procurements by states. |
| § 200.318 | General procurement standards. |
| § 200.319 | Competition. |
| § 200.320 | Methods of procurement to be followed. |
| § 200.321 | Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. |
| § 200.322 | Domestic preferences for procurements. |
| § 200.323 | Procurement of recovered materials. |
| § 200.324 | Contract cost and price. |
| § 200.325 | Federal awarding agency or pass-through entity review. |
| § 200.326 | Bonding requirements. |
| § 200.327 | Contract provisions. |
| § 200.328 | Financial Reporting. |

[§ 200.317 Procurements by states.](#)

When procuring property and services under a Federal award, the state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The City and the state will comply with [§ 200.322](#) Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section [§ 200.326](#) Contract provisions. All other non-Federal entities, including subrecipients of the City, will follow [§§ 200.318](#) General procurement standards through 200.326 Contract provisions.

[§ 200.318 General procurement standards.](#)

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.213](#) Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These

records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold ([§ 200.67](#) Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost

more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in [paragraph \(c\)\(1\)](#) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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 and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E - Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Performance and Financial Monitoring and Reporting

§ 200.328 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 23, 2024

PREPARED BY: Lupe Valdez

AGENDA CONTENT: Resolution supporting grant for Victims Assistant

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$21,983.09 (20% Match) **FUNDS REQUESTED:** \$21,983.09

FUND: Payroll (01-525-105)

EXECUTIVE SUMMARY:

Resolution from city council for grant submission for state of Texas

RECOMMENDATION: Approve resolution

RESOLUTION NO. 20240123-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE SUBMISSION OF A GENERAL VICTIM ASSISTANCE GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND A CRIME VICTIM ASSISTANCE PROGRAM IN THE POLICE DEPARTMENT; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Angleton, Texas finds it in the best interest of the citizens of the City of Angleton, for the Angleton Police Department to support a General Victim Assistance Grant for the year 2025; and

WHEREAS, the City Council of the City of Angleton, Texas agrees to provide applicable matching funds for the said program as required by the General Victim Assistance Program grant application; and

WHEREAS, the City Council of the City of Angleton, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Angleton, Texas assures that the funds will be returned to the Office of the Governors in full; and

WHEREAS, the City Council of the City of Angleton, Texas designates the Police Chief as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

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

SECTION 1. That the findings set out in the preamble to this resolution are in all things approved and adopted.

SECTION 2. That the City Council of the City of Angleton, Texas, approves submission of the grant application for the Crime Victim Assistance Program to the Office of the Governor, for the year 2025.

SECTION 3. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

SECTION 4. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS THE 23TH DAY OF JANUARY 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 23, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving the September 12, September 19, September 26, October 10 and October 24, 2023, City Council meeting minutes.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Approve the minutes of September 12, September 19, September 26, October 10 and October 24, 2023.

RECOMMENDATION:

Staff recommends Council approves the minutes as presented.



**CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, OCTOBER 24, 2023 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, OCTOBER 24, 2023, 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

Ms. Day requested to address Council during item number 12.

CEREMONIAL PRESENTATIONS

1. Administer Oath of Office to Tanner Sartin, Council Member, Position 5 by Angleton Municipal Court Judge Jeff Gilbert.

Municipal Court Judge Jeff Gilbert administered the oath to Tanner Sartin for Council Position No. 5. Mr. Tanners family was in attendance.

2. Recognition of Mark Gongora for his service on Council, Position 5.

3. Recognition of the First Presbyterian Church for their support during an emergency evacuation.

John Deptuch, Safety and Facilities Coordinator, recognized First Presbyterian Church for their support to the City of Angleton and the Citizens during an Emergency Evacuation. On October 3, 2023, an emergency gas leak was experienced, causing emergency evacuation of multiple homes and families. The First Presbyterian Church immediately provided shelter to those in need. Pastor Michael Gable was in attendance to receive the certificate of appreciation.

4. Presentation of the Municipal Court Week Proclamation.

Mayor Wright presented the Municipal Court Week Proclamation to the Angleton Municipal Court. Staff attended to receive the proclamation.

5. Presentation of the Alzheimer's Awareness Month Proclamation.

Mayor Wright presented the Alzheimer's Awareness Month Proclamation to Marybell Albright with the Brazoria County Gathering Place Interfaith Ministries.

6. Ceremonial Presentation of the October 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Jason, Assistant Director to Parks and Recreation presented the October 2023 Keep Angleton Beautiful Business of the Month to Puerto Vallarta Tex Mex & Bar. Benny and Sissy Dunn were not in attendance to receive Yard of the Month.

CONSENT AGENDA

7. Discussion and possible action to approve an Annual Interlocal Agreement with Brazoria County to assist the City of Angleton in the construction, improvement, maintenance and/or repair of a street or alley.
8. Discussion and possible action authorizing the City Manager to execute the Amendment to the Professional Service Agreement, entering into an agreement between P3 Works and the City of Angleton for Public Improvement District (PID) administration services for Riverwood Ranch North PID.

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council approved Consent Agenda items: 7. Discussion and possible action to approve an Annual Interlocal Agreement with Brazoria County to assist the City of Angleton in the construction, improvement, maintenance and/or repair of a street or alley. 8. Discussion and possible action authorizing the City Manager to execute the Amendment to the Professional Service Agreement, entering into an agreement between P3 Works and the City of Angleton for Public Improvement District (PID) administration services for Riverwood Ranch North PID. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

9. Conduct a public hearing, discussion, and possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved to open the public hearing at 6:24 P.M. The motion passed on a 6-0 vote.

No one spoke for or against.

Judith El Masri, City Attorney, stated that this item is not final and may take several months.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved to keep the Public Hearing open. The motion passed on a 6-0 vote.

No action was taken.

10. Conduct a public hearing, discussion and possible action to approve Resolution No. 20231024-010 authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres, located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east. (Public Hearing left open on 10/10/23)

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

Michael Foley, the developer addressed Council and read an insert (get wording) from the reimbursement agreement.

Upon a motion by Council Member Roberts and seconded by Council Member Daniel, Council approved to close the public hearing at 6:36 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved to convene into Executive Session. The motion passed on a 6-0 vote.

EXECUTIVE SESSION

The City Council convened into executive session at 6:40 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

Discussion and possible action on Deliberation regarding Consultation with Attorney, pursuant to Section 551.071 of the Texas Local Government Code.

OPEN SESSION

The City Council reconvened into Open Session at 6:52 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approve Resolution No. 20231024-010 authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres, located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east. The motion passed on a 6-0 vote.

REGULAR AGENDA

11. Update, discussion and possible action on the Animal Control Facility by McClemore Luong Architects.

Alec Luong, Managing Principal with McLemore Luong Architects addressed Council and presented a PowerPoint presentation on the final site plan for the Animal Control Facility. Mr. Luong stated the plan is to build a new facility on the north parcel of the existing facility. The site offers more land to build, overflow parking, an area for events, and room for expansion.

Discussion took place between Council, staff and Mr. Luong on the buildout of the animal shelter in different phases and cost.

Council requested the cost of the current kennel size plus the building for phase 1. Mr. Luong stated he will come back with that cost.

12. Update, discussion and possible action on the Marshall School Project and Parrish Street, Road Improvement Project.

Renard Thomas who is leading the Marshall High School Project addressed Council and requested the City to coordinate the renovation of Parish Street with the renovation of the Marshall campus.

Elizabeth Day, Angleton resident, addressed council and stated names of those who became successful coming from Marshall High. She stated Clarence Sasser was a congressional Medal of Honor for his actions in the Vietnam War; Emmitt Thomas retired from the Nation Football League (NFL) and was inducted to the NFL's Pro Football Hall of Fame; Marshall High School football team won the football State Championship; and George Ruth an army veteran and coast guard veteran who still resides in Angleton. Ms. Day stated the great men and woman that Marshall High produced says a lot and wants angleton to be known for the integrity of the people that Marshall High has produced, and that Angleton supports.

John Peterson, HDR Engineering, addressed Council and gave an update on the parish street and stated the proposal brought to Council in the previous Council meeting included the beginning of Live Oak all the way to Highway 35, installing 28ft wide depressed curb and gutter, and a sidewalk installed on the east side of the road.

Waverly Jefferson, Angleton resident, addressed Council and stated his church is going to build a \$3M facility and would like to see Parish Street extended from Live Oak to Miller Street to run in front of the new facility. He also stated in the future he would like to see Parish Street extended to connect with Anchor Road.

Pastor Holland with First Baptist Missionary Church, addressed Council about the construction interfering with the construction of their new facility. Council stated that the street construction will stop at Live Oak, prior to the new facility location. The request to extend from Live Oak to Miller Street will be added to another phase.

Mayor Wright requested Mr. Peterson to get the cost of extending the concrete to in front of the memorial wall.

13. Discussion and possible action to approve Change Order No. 1 with Matula Matula Construction Inc., for the 2023 Concrete Paving & Maintenance Project.

John Peterson, HDR Engineering, introduced the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved Change Order No. 1 with Matula Matula Construction Inc., for the 2023 Concrete Paving & Maintenance Project. The motion passed on a 6-0 vote.

14. Discussion and possible action to approve funding assistance and backstop locations for Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project.

Megan Mainer, Director of Parks and Recreation introduced the agenda item and stated in 2023, the Rotary Club of Angleton Board of Directors approved the Rotary Foundation District Grant application to install 10 backstops throughout Angleton parks as well as \$7000 from the Rotary Club of Angleton foundation funds to support the project. If awarded, the Rotary Foundation District Grant would provide an additional \$3000 for the project. This project was precipitated by Robert Martin, current Angleton Little League President (ALL), who spoke at a Rotary Club of Angleton meeting in 2023 and expressed the need for more backstops throughout town for practice fields. On August 8, the Rotary Club of Angleton was notified they were awarded \$3000 in Rotary Foundation District Grant funds to execute the project. Staff identified 10 locations for the backstops and communicated with ALL for input. Staff received ALL recommendations on August 16, staff revised backstop locations, and on September 7, ALL President, Robert Martin, approved all updated locations. The proposed locations are based on the condition of existing backstops, existing practice areas without backstops, parkland availability throughout Angleton, and proximity to existing parking. Staff collected four quotes were from local fence contractors for ten (10) backstops that are 10ft tall x 16 ft wide, 2-inch 8-gauge black chain link fence, 3-inch posts, and with a top, center, and bottom rail. • Fences by George Alonzo \$14,000 • Strong Fence Services \$15,850 • Superior Fence & Rail \$22,866 124 Item 14. • Dobson Fence & Deck \$35,282. ALL plans to contribute inground home plates for all 10 locations and inground anchors for bases for proposed backstops located at Freedom Park. Staff presented the locations and funding assistance request to the Angleton Parks & Recreation Board on October 2, 2023, and the Angleton Parks & Recreation Board

approved funding assistance through parkland dedication funds the proposed locations but requested a Memorandum of Understanding (MOU) with the Rotary Club of Angleton so each entity understood their responsibilities related to the project. The motion passed with Erin Boren abstaining as a prospective Angleton Rotarian.

Proposed backstop locations presented were locations 1 thru 4 at Freedom Park, locations 5 thru 7 at the Recreation Center and Police Department, locations 8 and 9 at Bates Park, and location 10 at Abigail Arias Park.

Upon a motion by Council Member Roberts and seconded by Council Member Daniel, Council approved funding assistance of \$1,000 from the Parkland Dedication and backstop locations for Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project with the exception of location number 9 to be relocated at a later date. The motion passed on a 6-0 vote.

EXECUTIVE SESSION

The City Council convened into executive session at 8:35 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

15. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commission Appointments)

OPEN SESSION

The City Council reconvened into Open Session at 9:01 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

15. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commission Appointments)

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved to appoint Blaine Smith to the Angleton Better Living Corporation for a 2-year term to expire October 2025; appoint Erin Boren to the Animal Advisory Committee for a 2-year term to expire October 2025; and appoint Gary Dickey to Alternative 2 for the Board of Adjustment for a 2-year term to expire October 2025. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 9:02 P.M.

These minutes were approved by Angleton City Council on this the 23rd day of January, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, OCTOBER 10, 2023 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, OCTOBER 10, 2023, 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 6:02 P.M.

PRESENT

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

City Manager Chris Whittaker
Interim City Attorney Heather Cook
City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Council Member Daniel led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Debra Jones with Schnieder Electric gave a presentation regarding National Energy Awareness Month and provided a large standing banner for the City to display.

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.

Colleen Martin, Director of Human Resources presented service awards to Jacob Glover with Public Works for 5 years, Chris Land with the Police Department for 15 years, and Roy Hernandez with Development Services for 20 years of service.

2. Recognition of employee's efforts for the rain event that occurred on October 3, 2023.

Colleen Martin, Director of Human Resources presented certificates to the following employees to recognize their efforts during the rain event on October 3, 2023: Adrian Cerda, Alex Pennington, Bradley Bergerson, Eddie Renteria, Elijah Barragan, Epimenio Bedolla, Ernie Roberts, Frank Martinez, Hector Alaniz, Hector Renteria, Jacob Glover, James Choate, James Thompson, Jared Solis, Jason Hlavinka, Javier Gonzalez, Jeff Sifford, Jerry Solis, Jimmie McGowen, Josh Wilde, Juan Beserra, Keith Mooney, Kenneth Reams, Kevin Randall, Luis Delgado, Marcio DaSilva, Olga Flores, Rafael Hernandez, Ray Cantu, Robert Helbert, Robert Salazar, Terry Harris, Thomas Hall, Tim Williams, Travis Browning, Trevon Aaron, Victor Lopez, William Billingsley, and Xavier Milligan.

3. Presentation of the 2023 Municipal Excellence Award.

Mayor Wright presented the 2023 Municipal Excellence Award to Sergeant Rhonda Barton, Administration and Communications of the Police Department.

CONSENT AGENDA

4. Discussion and possible action to approve a proposal for the Street Bond Project - Package III with HDR Engineering, Inc.
5. Discussion and possible action to approve one-way traffic entering N. Belle and exiting S. Belle in the Plantation Oaks neighborhood on October 31, 2023, from 5:00 p.m. to 9:00 p.m.
6. Discussion and possible action to approve Ordinance No. 20231010-006 fully repealing the curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II. Minors, Division 2 Curfew, Section 13-51 through 13-60 of the Code of Ordinances of the City of Angleton; providing for severability; providing for repeal; and providing an effective date.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved Consent Agenda items: 4. Discussion and possible action to approve a proposal for the Street Bond Project - Package III with HDR Engineering, Inc. 5. Discussion and possible action to approve one-way traffic entering N. Belle and exiting S. Belle in the Plantation Oaks neighborhood on October 31, 2023, from 5:00 p.m. to 9:00 p.m. 6. Discussion and possible action to approve Ordinance No. 20231010-006 fully repealing the curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II. Minors, Division 2 Curfew, Section 13-51 through 13-60 of the Code of Ordinances of the City of Angleton; providing for severability; providing for repeal; and providing an effective date. The motion passed on a 5-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion, and possible action to approve Resolution No. 20231010-007 a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.

Otis Spriggs, Director of Development Services presented the agenda item and stated this is a public hearing and no action will be taken until the second public hearing at the next meeting.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to open the public hearing at 6:19 P.M. The motion passed on a 5-0 vote.

No one spoke in favor or against.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to close the public hearing at 6:19 P.M. The motion passed on a 5-0 vote.

8. Conduct a public hearing, discussion and possible action to approve Resolution No. 20231010-008 authorizing and creating the Riverwood North Public Improvement District in the City of Angleton, Texas, in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.

Andrea Barnes, Regional Manager with P3 Works presented the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to open the public hearing at 6:21 P.M. The motion passed on a 5-0 vote.

No one spoke in favor or against.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved to close the public hearing at 6:22 P.M. The motion passed on a 5-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to reopen the public hearing at 6:30 P.M. The motion passed on a 5-0 vote.

Council will reconvene the public hearing on October 24, 2023.

REGULAR AGENDA

9. Update, discussion and possible action on the Drought Contingency Plan.

Hector Renteria, Assistant Director of Public Works presented the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to end the Drought Contingency Plan. The motion passes 5-0.

10. Update, discussion and possible action on the drainage and flash flooding event that occurred on October 3, 2023.

Jamie Praslicka, Emergency Management Coordinator, gave a PowerPoint presentation on the street flooding event that occurred in Angleton on October 3, 2023. The streets that were affected were Evan Street, Henderson Road -Deep Ditch, Cannon and North Valderas, North Tinsley and Cedar, and Evans Street cross section. Ms. Praslicka stated the National Weather Service registered Angleton at 8.62 inches of rain in 6 hours. She searched the history and stated that on October 16, 2006, Angleton received 10 inches of rain, On May 12, 2015 Angleton received 6.38 inches of rain, on August 25, 2017 Angleton received 7.1 inches of rain and on September 19, 2019 Angleton received 7.8 inches of rain within a 24 hour period. With the drought, the soil was like concrete and there was nowhere for the water to go.

John Peterson, City Engineer with HDR presented a PowerPoint presentation on the drainage concerns. Mr. Peterson stated the city needs to coordinate with the home builder on Kiber St. regarding a ditch. There is a ditch between Kiber Reserve Subdivision and Evan Street Subdivision., the home builder built a fence on the property line through the ditch, making a dam. Kiber Reserve is built on higher ground than Evan Street that the water pushed into the Evans Street drainage system. Mr. Peterson stated the fences need to be removed and built before the ditch or leave the fence line where it's at and replace the fence with rod iron gate fences that will allow the water to flow but it will need to continually be maintained from leaves piling up. He recommends removing the fence.

11. Update, discussion and possible action on the 60% scope of work for the Investment Grade Audit contract with Schnieder Electric.

Debra Jones, Senior Energy Solutions Specialist, with Schneider Electric presented a PowerPoint presentation on savings and costs, benefits, opportunities and deadlines. Ms. Jones spoke on the solar arrays plan, leveraging tax incentive funds and positioning the city for the coming anticipated kilowatt (kw) rate hike. Schneider Electric has identified three options for the city. Option 1 - Comprehensive Project \$14M Option 2 - Optimized Project \$7M Option 3 - Minimized Project \$1.5M. The scope at a maximum includes Indoor/outdoor lighting, HVAC, Building Envelope, Onsite Chlorine Generation, Building Automation Systems, mechanical recommissioning, Solar Photovoltaic arrays and battery storage, information kiosks and a software-based capital asset planning tool. Ms. Jones stated at the July 28th meeting, it was determined that the "Optimized", Option 2 Scope was most attractive for the City of Angleton. The scope addresses existing needs in city facilities that will also make those facilities more energy efficient.

Council gave direction to remove the solar, redo the cashflow, redefine the scope of work and bring back to present to Council.

Council took no action.

12. Discussion and possible action on Resolution No. 20231010-012 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved Resolution No. 20231010-012 nominating Susan Spoor and Gary Dickey to be placed on the ballot for a position on the Board of Directors of the Brazoria County Appraisal District.

13. Presentation provided by each candidate who submitted an application to serve an unexpired term for City Council Position No. 5.

Council allowed each candidate to speak for two minutes on why they would like to serve on Council.

Erin Boren addressed Council stated she would like to serve on Council as an advocate for residents focusing on large scale solutions and small but critical preventative actions to address challenging issues currently facing the city of Angleton such as drainage. Also prepare for future challenges as the city takes on growth and adapts to it. What qualifies her is that she represents most of the population of American families. She has had the responsibility of prioritizing expenditures, adjusting to tax increases, rising utilities cost and the big changes to the city and small business owners in a small period of time. She stated she has small-scale experience and can apply it to a bigger scale budget.

Mindy Burch addressed Council and stated that she had already expressed why she wanted to be on Council for the last open council position and tonight she wanted to take a different approach and share more about her character. She stated she is a person of integrity, honest, genuine and trustworthy. As she would like to see some things stay the same, she is also adaptable to change. She is a Christian, a good listener, detailed oriented, carries herself in a professional manner, likes to have fun, responsible, takes accountability and willing to give her time for the Council position. Would like to help shape the city for generations to come and is committed to helping Angleton to become a better city than it is now.

Gary Dickey addressed Council and stated he is a retired U.S Army LT Colonel, served 28 years and brings that leadership experience. He is a member of the Angleton Masonic Lodge and American Legion. He started a 501c called the Angleton Restoration Project that helps business building owners help bring their business up to code.

Andrew Heston Addressed Council and stated he works for Brazoria District Attorneys Office and is a local government nerd. Has done everything from the animal control department to the purchasing department and projects for the new courthouse. He stated he would like to serve on Council and get to things like sewer and road projects.

Patton Ritter addressed Council and stated he believes if certified competent people have the ability to serve their community, then they have an obligation to do so. He stated he likes to think he is qualified and has served as a city attorney at Surf Side for a couple of years.

Tanner Sartin addressed Council and stated that he can identify and agrees with the decisions that the current council is making. He has lived in Angleton his whole life and

is familiar with the demographics and geographics of the area. He stated he can make decisions that stand for this city and things that everyone can be proud of.

Blaine Smith addressed Council and stated he was born and raised in Angleton and is very passionate about the city. Currently serves on two city boards to give back and is looking for another way to give back to the community he calls home.

EXECUTIVE SESSION

The City Council held an executive session at 8:27 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

- 14. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commissions Appointments) (Appointment of City Council Position No. 5)

OPEN SESSION

The City Council will now adjourn Executive Session and reconvene into Open Session at 10:42 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved to appoint Tanner Sartin to fill an unexpired term of Council Position No. 5 with a term to expire May 2024. The motion passed on a 5-0 vote.

ADJOURNMENT

The meeting was adjourned at 10:46 P.M.

These minutes were approved by Angleton City Council on this the 23rd day of January, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 26, 2023 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, SEPTEMBER 26, 2023, 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 Mark Gongora
Council Member Terry Roberts
Council Member Christiene Daniel

City Manager Chris Whittaker
City Secretary Michelle Perez
Interim City Attorney Scott Francis

PLEDGE OF ALLEGIANCE

Council Member Daniel led the Pledge of Allegiance

INVOCATION

Council Member Booth gave the invocation

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of the National Night Out in Texas Proclamation.

Mayor Wright presented the National Night Out in Texas Proclamation to the Angleton Police Department.

2. Ceremonial Presentation of September 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, presented the Yard of the Month to Brian and Deanna Hillier and Business of the Month to Angleton Feed & Supply.

EXECUTIVE SESSION

The City Council held an executive session at 6:07 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commissions Appointments/Reappointments) (City Council Position No. 5) (Angleton Municipal Court Presiding Judge)
4. Discussion and possible action on the deliberation regarding Economic Development Negotiations; pursuant to Section 551.087 of the Texas Government Code.

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 6:33 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Angleton Municipal Court Presiding Judge)

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved the reappointment of Municipal Court Presiding Judge Jeff Gilbert for 1 year and increase the pay rate by 3% effective October 1, 2023. The motion passed on a 6-0 vote.

3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code.

Council took no action and will reconvene into executive session at the end of the meeting.

4. Discussion and possible action on the deliberation regarding Economic Development Negotiations; pursuant to Section 551.087 of the Texas Government Code.

Council took no action.

CONSENT AGENDA

5. Discussion and possible action to approve a Memorandum of Understanding with Colorado County, Texas, to define a working relationship in preparation for necessary emergency response to hurricane and tropical storm weather disasters.
6. Discussion and possible action to approve Resolution No. 20230926-006 designating a representative and alternate to the Houston-Galveston Area Council 2024 General Assembly.

Upon motion by Council Member Booth and seconded by Council Member Daniel, Council approved the following items on the consent agenda. **5.** Discussion and possible action to approve a Memorandum of Understanding with Colorado County, Texas, to define a working relationship in preparation for necessary emergency response to hurricane and tropical storm weather disasters. **6.** Discussion and possible action to approve Resolution No. 20230926-006 designating a representative and alternate to the Houston-Galveston Area Council 2024 General Assembly. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion and possible action to approve Ordinance No. 20230926-007 amending Chapter 13, Miscellaneous Offenses, Article I. of the Code of Ordinances of the City of Angleton; providing noise and sound level regulations; repealing Section 13-9, use of amplifying devices, clause; repealing Section 13-12, silly string, stinkbombs, smokebombs, poppers or noisemakers, clause; providing for severability; providing for repeal; providing for a penalty, and providing an effective date.

Upon a motion by Council Member Daniel and seconded by Council Member Booth, Council opened the public hearing at 6:36 P.M. The motion passed on a 6-0 vote.

Mr. Strohm, Angleton resident, addressed Council and spoke in the favor of the ordinance.

The public hearing was conducted and upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:39 P.M. The motion passed on a 6-0 vote.

Mayor stated he would like to staff to continue to review the ordinance and take into consideration concerts in the park, and look into what Freeport and Corpus Christi is doing, and how it will be enforced.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to *table* Ordinance No. 20230926-007 amending Chapter 13, Miscellaneous Offenses, Article I. of the Code of Ordinances of the City of Angleton; providing noise and sound level regulations; repealing Section 13-9, use of amplifying devices, clause; repealing Section 13-12, silly string, stinkbombs, smokebombs, poppers or noisemakers, clause; providing for severability; providing for repeal; providing for a penalty, and providing an effective date. The motion passed on a 6-0 vote.

8. Conduct a Public Hearing, discussion and possible action to approve Ordinance No. 20230926-008 a request to rezone 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX; situated approximately 625 ft. north of the Henderson Rd./N. Valderas intersection, Brazoria County, Texas.

Otis Spriggs, Director of Development Services introduced the item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council opened the public hearing at 6:58 P.M. The motion passed on a 6-0 vote.

Patsy Garcia, owner of property, addressed Council and spoke in favor of the item. They are requesting the zone change to build a barn and in 6 months build a home.

The public hearing was conducted and upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:59 P.M. The motion passed on a 6-0 vote.

Steven Marcello, owner of the property, addressed Council and stated that he will be storing trailers, a camper, and party supplies such as bounce houses, chairs and tables inside the barn.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council moved to *deny* Ordinance No. 20230926-008 a request to rezone 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX; situated approximately 625 ft. north of the Henderson Rd./N. Valderas intersection, Brazoria County, Texas. The motion tied on a 3-3 vote with Mayor Wright, Council Member Gongora and Daniel opposed.

Upon a motion by Council Member Gongora and seconded by Council Member Daniel, Council moved to *approve* Ordinance No. 20230926-008. The motion tied on a 3-3 vote with Mayor Pro-Tem Wright, Council Member Roberts and Booth opposed.

The vote is tied and the motion fails.

REGULAR AGENDA

9. Update, discussion and possible action on the Drought Contingency Plan.

Hector Renteria, Assistant Director of Public Works gave an update on the Drought Contingency Plan.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Gongora, Council approved to return to Stage 1 of the Drought Contingency Plan. The motion passed on a 4-2 vote with Council Member Booth and Daniel opposed.

10. Presentation and discussion with the City's Financial Advisor regarding the City's long-term debt capacity.

Joe Morrow, Hilltop Security addressed Council and gave a presentation on the city's Fiscal Year 2024-2029 Debt Issuance. Fiscal Year 2024 is based on certified values from the Brazoria County Appraisal District. Fiscal Year 2025 through 2029 is based on a 10% growth.

Bring back to Council with a plan and projects and begin the conversation to head towards making decisions. Prioritize the Capital Improvement Plan.

11. Update, discussion and possible action on the status of Lead Service Line Inventory by KSA Engineers.

Angie Sachez, Municipal Team Leader with KSA addressed Council and gave a PowerPoint presentation on an update of the preliminary numbers and the next steps in the process.

12. Update, discussion and possible action on the scope of work for the Investment Grade Audit contract with Schnieder Electric.

Debra Jones, Schneider Electric addressed Council and presented a PowerPoint presentation on the 60% overview of the facilities project. Brian Pottenger, Project Development Manager and Ryan Stout, Solar Development Manager with Schnieder Electric joined the meeting by ZOOM.

Ms. Jones spoke regarding the solar arrays plan, leveraging tax incentive funds and positioning the city for the coming anticipated kilowatt (kw) rate hike.

Mayor Wright moved to agenda item No 14.

14. Update and discussion on various Zoning setback requirements, introducing a number Text Amendments in various Zoning Districts. No action is required.

Otis Spriggs, Director of Development Services presented the agenda item and stated that during the Council session on July 25, 2023, Staff provided City Council with an analysis of the yard setback requirements of the various Zoning District categories and subdivision design principles within the City of Angleton, as compared to neighboring municipalities. At the request of the City Manager, Staff is presenting an update and status on recommended changes to the Lot requirements and setback sections of the Zoning Ordinances. Our goal is to have the recommended changes reviewed by Legal and bring them before the Planning and Zoning Commission in their November session for review, discussion, and action of recommendation to City Council. Meanwhile, Staff will work diligently to engage the development professionals and community for input, and participation. Staff is recommending an increase on the standard residential lot to be located at least 35 ft. from the Right of Way (ROW), having at least a separation between homes of 15 feet (7.5 ft. setback min. modification each side). Staff will continue to fine-tune the minimum driveway debts as well as stipulations of keeping the cul-de-sac street parking as prohibited. Commercial District front setbacks are recommended to be increased from 25 ft. to 35 ft. minimum as well, with the exception of the CBD- Downtown area remaining as-is. Staff recommends to add PARKING ON CUL-DE-SACS PROHIBITED. 111 Item 14. (a) No person shall stop, stand or park any

vehicle upon any cul-de-sac within the City except while actually loading and unloading and then only for a period not to exceed thirty minutes. (b) All cul-de-sacs within the City are hereby designated as fire lanes.

Mayor Wright moved to agenda item No. 13.

13. Discussion and possible action on a request to approve the development agreement for Mulberry Fields Subdivision, for 44 Single Family 44 lots, 2 reserves on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

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

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council approved the development agreement for Mulberry Fields Subdivision, for 44 Single Family 44 lots, 2 reserves on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd. Subject to legal review. The motion passed on a 6-0 vote.

15. Discussion and possible action to approve the Angleton Independent School District Elementary No. 7 and Junior High No. 2 Final Plat.

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

Council Member Booth asked to reference proposed streets on the plat. He stated that HDR letter states that the plat has been signed by a Professional Land Surveyor and it is not.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved the Angleton Independent School District Elementary No. 7 and Junior High No. 2 Final Plat. The motion passed on a 6-0 vote.

16. Discussion and possible action to approve Ashland Section Three Preliminary Plat.

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

Council Member Booth stated that HDR letter states that the plat has been signed by Professional Land Surveyor and it is not.

Upon a motion by Council Member Roberts and Council Member Daniel, Council approved Ashland Section Three Preliminary Plat. Subject to the approval of the County. The motion passed on a 5-1 vote with Mayor Wright opposed.

17. Discussion and possible action to approve

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

Council Member Booth stated that HDR letter states that the plat has been signed by Professional Land Surveyor and it is not.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member booth, Council approved Ashland Section Four Preliminary Plat. The motion passed on a 5-1 vote with Mayor Wright opposed.

18. Discussion and possible action to approve Ashland Section Five Preliminary Plat.

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

Council Member Booth stated that HDR letter states that the plat has been signed by Professional Land Surveyor and it is not.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved Ashland Section Five Preliminary Plat. The motion passed on a 4-2 vote with Mayor Wright and Council Member Gongora opposed.

19. Discussion and possible action to approve Ashland Section Six Preliminary Plat.

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

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved Ashland Section Six Preliminary Plat. Subject to drainage and county approvals. The motion passed on a 5-1 vote with Mayor Wright opposed.

20. Discussion and possible action to approve the preliminary plat of the Ashland Project Street Dedication #4.

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

Council Member Booth stated that HDR letter states that the plat has been signed by Professional Land Surveyor and it is not.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the Ashland Project Street Dedication #4. The motion passed on a 5-1 vote with Mayor Wright opposed.

Note that it's going to be an Angleton School track.

RECONVENE EXECUTIVE SESSION

The City Council held an executive session at 10:25 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commissions Appointments/Reappointments) (City Council Position No. 5)

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 11:18 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commissions Appointments/Reappointments) (City Council Position No. 5).

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved the reappointment of Rachel Ritter to the Angleton Better Living Corporation with a term to expire October 2025; Appointment of Andrew Heston to the Animal Service Advisory Committee with a term to expire October 2025; Reappointment of Blaine Smith and Janie Schwartz-Shaw and appointment of Gary Dickey to the Board of Adjustment with a term ending in October 2025; Reappointment of Suzanne Dellinger, Pattie Cooper, Heather Brewer, and Dianna Matthys to Keep Angleton Beautiful with a term to expire October 2025; Reappoint Blaine Smith, Mindy Burch, Luis Leja, and Jessica Norris to the Parks and Recreation Board with a term to expire October 2025; Appoint Abbie Jo Ortiz as a Parks and Recreation Youth Board member with a term to expire October 2024; Appoint Will Clark and Reappoint Regina Bieri and Michelle Townsend with a term to expire October 2025; Appoint Sherri Phillips and Reappoint Janie Schwartz-Shaw, Patricia Aschenbeck, Sara McDaniel, and Archie Milam to the Senior Citizen Commission with a term to expire October 2025. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 11:21 P.M.

These minutes were approved by Angleton City Council on this the 23rd day of January, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY OF ANGLETON
SPECIAL COUNCIL MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 19, 2023 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, SEPTEMBER 19, 2023, 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 Mark Gongora
 Council Member Terri Roberts
 Council Member Christiene Daniel

City Manager Chris Whittaker
 City Secretary Michelle Perez

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

REGULAR AGENDA

1. Discussion and possible action on Ordinance No. 20230919-001 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024; and declaring an effective date.

Philip Conner, Director of Finance gave a presentation on the different rates of the no new revenue rate, voter approval rate and the de minimis rate. Mr. Conner went over the general budget and discussed the changes to the account to lower the budget.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved Ordinance No. 20230919-001 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024; and declaring an effective date.

Mayor Pro-Tem Townsend amended his original motion and seconded by Council Daniel, to include the step plan for the Police department and the 5%, 3%, 1% Cost of

Living Adjustment (COLA). The motion passed on a 5-1 vote with Mayor Wright opposed.

2. Discuss and possible action on Ordinance No. 20230919-002 levying the Ad Valorem Property Tax of the City of Angleton, Texas for the year of 2023 on all taxable property within the corporate limits of the city on January 1, 2023, and adopting a tax rate for 2023; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding city of Angleton debt; providing for limited exemptions of certain homesteads; providing for enforcement of collections; providing for a severability clause; and providing an effective date.

Correction was made to state Fiscal Year 2024.

Upon a motion by Mayor Pro-Tem and seconded by Council Member Gongora, Council approved Ordinance No. 20230919-002 levying the Ad Valorem Property Tax of the City of Angleton, Texas for the year of 2024 on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of .52301 with a .209% increase for 2024; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding city of Angleton debt; providing for limited exemptions of certain homesteads; providing for enforcement of collections; providing for a severability clause; and providing an effective date. The motion passed on a 5-1 vote with Mayor Wright opposed.

3. Discussion and possible action on Ordinance No. 20230919-003 ratifying the increase in property tax revenues over last year's operating budget as reflected in the FY 2023-2024 operating budget.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved Ordinance No. 20230919-003 ratifying the increase of \$759,041 in property tax revenues over last year's operating budget as reflected in the FY 2023-2024 operating budget.

Council Member Booth amended his original motion and seconded by Council Member Daniel to ratifying the increase of \$717,303. The motion passed on a 5-1 vote with Mayor Wright opposed.

ADJOURNMENT

The meeting was adjourned at 6:56 P.M.

These minutes were approved by Angleton City Council on this the 23rd day of January, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 12, 2023 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, SEPTEMBER 12, 2023, 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 John 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 Mark Gongora
Council Member Christiene Daniel
Council Member Terry Roberts

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

PLEDGE OF ALLEGIANCE

Council Member Terry 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 Hispanic Heritage Month Proclamation.

Mayor Wright presented the Hispanic Heritage Month Proclamation; Marbella Hooper received the proclamation on behalf of the Hispanic Chamber of Commerce.

EXECUTIVE SESSION

The City Council convened into executive session at 6:07 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

2. Discussion and possible action to consult with Attorney pursuant to Section 551.071 of the Texas Government Code; pending or contemplated litigation. (Civil Action No. 3:23-CV-282; Christopher Hill v. City of Angleton, Texas in the U.S. District Court Southern District of Texas- Galveston Division)

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 6:20 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

No action was taken.

CONSENT AGENDA

3. Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy.
4. Discussion and possible action on approving the June 13, June 21, and June 27, 2023, City Council meeting minutes.
5. Discussion and possible action to approve the Financial Audit and Single Audit Engagement for fiscal year ending September 30, 2023, with Belt, Harris and Pechacek, LLLP, Certified Public Accountants.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved consent agenda items: 3. Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy. 4. Discussion and possible action on approving the June 13, June 21, and June 27, 2023, City Council meeting minutes. 5. Discussion and possible action to approve the Financial Audit and Single Audit Engagement for fiscal year ending September 30, 2023, with Belt Harris Pechacek, LLLP, Certified Public Accountants. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

6. Conduct a Public Hearing, discussion and take possible action on Ordinance No 20230912-006 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024; and declaring an effective date. **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$500,229 OR 5.68%, AND OF THAT AMOUNT, \$317,213 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

Phillip Conner, Director of Finance gave a PowerPoint presentation.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council opened the public hearing at 6:29 P.M. The motion passed on a 6-0 vote.

There were no speakers in favor or against.

The public hearing was conducted and upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council closed the public hearing at 6:30 P.M. The motion passed on a 6-0 vote.

Mr. Conner stated that the budget presented has \$668,000 in additional revenue and there were projects that were not included in the budget. He stated that Council has a choice to go with the no new revenue rate and lower the \$668,000 to \$500,000 and choose one or two items on the project list or Council can go with the de minimis rate and include several items on the project list.

Council Member Booth stated he hesitates to go to the no new revenue rate. He stated that things are going to happen, they happen every year and the city is scrambling trying to find money. If the city does not generate the funds then the things that need to be fixed, the things that need to be improved for the betterment of the city just end up getting postponed.

Council Member Daniel stated that she would like to manipulate the numbers to get a number in between a no new revenue rate and the De minimis rate. She stated the police department's pay raises are important, the Volunteer Fire Department would also like to implement a pay scale to retain their volunteers, Animal Services needs help as well as does EMS.

Mayor Wright stated that he is for the no new revenue rate, He stated there is a lot that needs to be fixed in the town and a lot of that can be taken care of by the debt service. Most of the projects to be done are on the water and sewer side that will be funded from the water rates. He stated he thinks the city has the funds, need to go out for the debt service and the no new revenue rate is the way to go.

Council Member Gongora stated there has not been a raise in the tax rate since he's been on council the last two years and stated there should be a nest egg for something that goes wrong or comes up that needs to be acted on now. He supports a number closer to the voter approval rate.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Councilmember Booth, Council *postpone* Ordinance No. 20230912-006 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024. For the roll call vote to be taken at the Special City Council meeting on September 19, 2023, at 6 P.M. The motion passed on a 6-0 vote.

7. Conduct a Public Hearing to discuss Fiscal Year 2023-2024 Proposed Tax Rate.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council opened the public hearing at 7:00 PM. The motion passed on a 6-0 vote.

Presentation was provided by Phillip Conner, Director of Finance.

There were no speakers in favor or against.

The public hearing was conducted and upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council closed the public hearing at 7:00 P.M. The motion passed on a 6-0 vote.

Mayor Wright announced that the tax rate will be voted on at the Special City Council meeting on September 19, 2023, at 6 P.M.

REGULAR AGENDA

8. Discussion and possible action to accept HDR Engineering's Letter of Recommendation to approve Matula and Matula Construction, Inc. for Bid 2023-06 2023 Concrete Paving & Maintenance.

City Engineer, John Peterson with HDR introduced the agenda item and stated the recommendation is to approve Matula Matula in the amount of \$199,929.00.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved HDR Engineering's Letter of Recommendation to approve Matula and Matula Construction, Inc. for Bid 2023-06 2023 Concrete Paving & Maintenance. The motion passed on a 6-0 vote.

9. Update, discussion and possible action on the active Drought Contingency Plan Stages.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved to move to Stage 2 of the Drought Contingency Plan and re-evaluate the plan every 2 weeks at a city Council meeting. The motion passed on a 5-1 vote with Mayor Pro-Tem Townsend opposed.

10. Presentations given by Genasys and OnSolve Code Red for Request for Quotations for the City of Angleton's Mass Notification System.

Jamie Praslicka, Director of Emergency Management introduced the agenda item.

Christopher Higgins, with Genasys joined the Council meeting by ZOOM and gave a PowerPoint presentation.

Stephanie Hansen, with OnSolve Code Red joined the Council meeting by Zoom and gave a PowerPoint presentation.

11. Discussion and possible action on awarding one of the two submissions for the Request for Quotation Mass Notification System.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved Genasys for the Request for Quotations City of Angleton's Mass Notification System. The motion passed on a 6-0 vote.

12. Discussion and possible action on a request to extend the expiration date of a preliminary plat of the Ashland Project Model Home Park, due to expire September 27, 2023.

Otis Spriggs, Director of Development Services introduced the item.

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council approved to extend the expiration date of a preliminary plat of the Ashland Project Model Home Park for 12 months. The motion passed on a 4-2 vote with Mayor Wright and Mayor Pro-Tem Townsend opposed.

13. Update, discussion and possible action on the Henderson Road Improvement Project.

City Engineer, John Peterson with HDR gave a PowerPoint presentation. Mr. Peterson introduced Suzyette Romoser-Broadway, Right of Way consultant with HDR and she addressed Council and gave an overview what is required of the federal funds to be used on the project.

Mayor Wright stated he does not want to continue pushing the project because it cost too much, he requested that the project be done in phases and requested that an update is brought to Council every Council meeting.

Chris Whittaker, City Manager stated that he will go out for a Request for Qualifications (RFQ) for engineering services.

14. Discussion and possible action on approving an interlocal agreement with Brazoria County for Fiscal Year 2023-2024 Street Overlays.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved an interlocal agreement with Brazoria County for Fiscal Year 2023-2024 Street Overlays. The motion passed on a 6-0 vote.

15. Discussion and possible action on Resolution No. 20230912-015 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council tabled Resolution No. 20230912-015 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District until the October 10, 2023, Council meeting. The motion passed on a 6-0 vote.

16. Discussion and possible action on approving Ordinance No. 20230912-016 amending the utility rate tables in Article III of Section 26 of the Code of Ordinances of the city of angleton; revising and providing for an increase in the rates to be charged for utility services by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause and providing an effective date.

Mayor Wright stated that the increase of rates is for projects to fix the infrastructure and requested that the residents of Angleton are well informed of these reasons for the increase. Mayor Pro-Tem stated we should not be raising the rates yearly; it should be an as needed basis.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved Ordinance No. 20230912-016 amending the utility rate tables in Article III of Section 26 of the Code of Ordinances of the city of Angleton; revising and providing for an increase in the rates to be charged for utility services by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause and providing an effective date. The motion passed on a 6-0 vote.

17. Discussion and possible action on approving Ordinance No. 20230912-017 adopting the Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved Ordinance No. 20230912-017 adopting the Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2. The motion passed on a 4-2 vote with Mayor Pro-Tem Townsend and Council Member Roberts opposed.

18. Discussion and possible action approving Ordinance No. 20230912-018 2023 Annual Service Plan Update for the public improvements in the Riverwood Ranch Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council approved Ordinance No. 20230912-018 2023 Annual Service Plan Update for the public improvements in the Riverwood Ranch Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code. The motion passed on a 5-1 vote with Mayor Pro-Tem Townsend opposed.

19. Discussion and possible action approving Resolution No. 20230912-019 authorizing the establishment of a Public Improvement District in the City of Angleton, Texas; authorizing publication of this resolution, calling a public hearing and providing for the preparation of a Service and Assessment Plan.

Upon a motion by Councilmember Booth and seconded by Council Member Roberts, Council approved Resolution No. 20230912-019 authorizing the establishment of a Public Improvement District in the City of Angleton, Texas; authorizing publication of this resolution, calling a public hearing and providing for the preparation of a Service and Assessment Plan. The motion passed on a 5-1 vote with Mayor Pro-Tem Townsend opposed.

ADJOURNMENT

The meeting was adjourned at 9:43 P.M.

These minutes were approved by Angleton City Council on this the 23rd day of January, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/23/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on approval of the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Staff have been working with Randle Law Office to revise, simplify, and address concerns related to the existing Athletic Sports Agreement. The 2024 agreement enclosed has been reviewed by Randle Law office.

On October 30, 2023, Megan Mainer sent the revised 2024 Athletic Sports Association agreement to Angleton Little League, Angleton Girls Softball Association, and Angleton Soccer Club for review and revisions in preparation for the 2024 agreement renewal. A deadline of November 17 was provided for revisions and/or feedback.

Below is a brief listing of changes to the agreement:

- The required non-profit status was removed as we do not require this in our code ordinances and non-profit status is a requirement of the organization's sanctioning organization guidelines (e.g. USA softball, etc.).
- The required financial documents were removed; however, the City retained the right to request financial documents at any time. Typically, financial records for the organization are a requirement of the organization's sanctioning organization (e.g. USA softball, etc.).
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, non-profit status, and tournament schedule); meaning, if we do not receive these items the ASA will not be permitted to use the fields.
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city will have the authority to rent the facility to the public.
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal.

- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances.
- ASAs must designate at least one day a week for public rentals.
- We adjusted background check information so that it was clear and direct concerning what is and is not acceptable.
- We propose changing the key lock system to a key code system to reduce costs for rekeying; recording can be done upon request.

Email responses from each organization in response to the 2024 Athletic Sports Agreement are enclosed.

On December 7, staff met with ALL President who requested the following changes to their 2024 ASA Agreement:

- Add language that specifies one co-sponsorship agreement per site location.
- Extend the agreement to five (5) years.
- Specify \$10 fee/team for tournaments when a tournament fee is enforced.

Staff invited Angleton Girls Softball Association, Angleton Little League, and Angleton Soccer Club to discuss the 2024 Athletic Sports Agreement and capital improvement needs with the Parks & Recreation Board.

On December 18, 2023, the Parks & Recreation Board made a motion to add language that specifies one co-sponsorship agreement per site location, extend the agreement to five (5) years, and eliminate the \$10 fee/team for tournaments.

Mayor Wright requested proof of current non-profit status and by-laws be included in the agreement requirements as a condition of use.

On December 20, 2023, staff revised the agreement and associated appendixes and sent the revised draft to RLO for review and approval. Additionally, staff sent all sports associations the revised agreement for review and noted all required documents as a condition of use of city parks would be required by January 15, 2024 by 5:30 PM.

RLO recommended the following changes to the 2024 Athletic Sports Agreement:

- A two-year term with a two-year renewal
- The City will authorize only one co-sponsorship agreement per site location, however, if the circumstances change the City shall notify the ASA's to assure all entities are aware of City agreements.
- Proof of current non-profit status and by-laws be included in the agreement requirements as a condition of use.

Staff provided updated changes to ASAs as well as a reminder to submit required documentation for the condition of use to execute the 2024 Athletic Sports Agreement.

RECOMMENDATION:

Staff recommends City Council approve the 2024 Athletic Sports Association agreements, Fee Schedule, and Athletic Complex Maintenance and authorize the City Manager to execute the agreement.

SUGGESTED MOTION:

I move we approve the 2024 Athletic Sports Association agreements, Fee Schedule, and Athletic Complex Maintenance and authorize the City Manager to execute the agreement.



**PARKS AND RECREATION DEPARTMENT
2024 ATHLETIC SPORTS AGREEMENT**

CITY OF ANGLETON, TEXAS

A. POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is an athletic league, athletic team, or group that conducts its own affairs within the framework of polices, and the Angleton Code of Ordinances established by the City of Angleton for use of city facilities and recommended by the Parks Board.

B. ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

1. PARTIES:

The City of Angleton, Angleton Parks and Recreation Department hereinafter referred to as the "City." or "Parks.", and the Angleton Sports Associations, hereinafter referred to collectively as the "ASA" are parties to this Agreement. The ASA consists of the following sports organizations: Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club but for the purposes of this Agreement are referred to collectively as the "ASA". Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. Each ASA entity is responsible for updating contact information as changes occur. The ASA is also responsible for notifying the City of removal or replacement of the designated contact person and shall provide the City with the contact information of their replacement within three (3) business days. The Director of Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

2. TERM:

The term of this Agreement is from **January 1, 2024** to **December 31, 2026**, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement and no renewal is effective unless in writing. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval. _

3. CONDITIONS FOR USE:

The ASA shall attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing, and written requests shall be accompanied by proof of liability insurance naming the City as an additional insured if not previously provided at the time of

execution. Additionally, the list of the ASA Board of Directors with addresses, both physical and email, and phone numbers, practice, game, and tournament schedules all of which must be provided to the City on or before the opening day for the beginning of the season for each applicable sport. The security deposit, proof of non-profit status and the status is in “good standing”, and the current ASA bylaws for each organization shall be provided to the City upon execution of this agreement. Upon any request by the City documents regarding the financial statement, or annual budget including the current balance sheet shall be made promptly available.

The ASA shall provide, upon execution of this Agreement, a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes but is not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.-Failure to provide said certificate and the failure to maintain the required coverage and valid certificate while the agreement is in place shall be cause for immediate termination of this agreement by the City. Written notice shall be given to the City thirty (30) days prior to the cancellation or immediately upon any material change in coverage.

The City requires payment of a security deposit in the amount of two thousand dollars and zero cents (\$2,000.00), and the City shall deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as set forth in this contract. The remaining funds will roll over to the following year’s security deposit, and another deposit amount will be due upon annual agreement renewal.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by obtaining a permit from the City at least fourteen (14) days prior to the tournament date.

The ASA shall comply with fees as set out in the Fee Schedule Sec. 2-266 of the Angleton Code of Ordinances and agree to comply with fees set out in Appendix A of this agreement.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance or inclement weather. The fields/facilities shall be available for public use when such use does not interfere with the League’s scheduled activities and when use is reserved at the Angleton Recreation Center.

The City will authorize only one co-sponsorship agreement per site location, however, if the circumstances change the City shall notify the ASA’s to assure all entities are aware of City agreements.

(a.) Conditions for Non-ASA Usage

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to

the Angleton Recreation Center at least seven (7) days prior to such rental.

(b) Public Rentals

A schedule of reserved use must be provided to the ASA. ASA organizations shall designate, at least, one day a week for public rentals. Makeup games may be scheduled on the designated public use day if needed and upon City approval.

(c) Background Checks

All Organizations shall conduct criminal background checks on all volunteers and paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. The ASA shall not allow any volunteer or employee to interact with youth if a background check reveals an employee or volunteer is unsuitable for working with youth due to any crimes. Permanent disqualification from volunteer service shall result for any crime including any felony, any crime regarding a sexual offense, any misdemeanor involving violence and two (2) or more misdemeanor offenses involving drugs or alcohol. Permanent disqualification shall occur if a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs or deferred adjudication in lieu of a conviction or for a pending case.

It is mandatory that all organizations comply with this requirement and provide documentation of confirmation of compliance with this requirement promptly and immediately upon request by the City. If any provision of this obligation is not met or background checks are not performed, or confirmation of checks are not provided to the City this Agreement shall automatically terminate.

4. SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as emergency usage. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the calendar for ASA events or scheduled activities, the City will notify the ASA as soon as the City is aware of the conflict.

5. FACILITY KEY CODE:

Prior to the execution of this Agreement, the City of Angleton Parks & Recreation Department shall provide the ASA with a key code to all locks at the beginning of the season(s). Request for a new key code shall be made in writing to the Angleton Parks and Recreation Department. If the City determines it is necessary to change the key code, ASA will be notified, and a new key code will be distributed.

6. PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on a first-come, first-served basis.

7. SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. The signs shall not be longer than 4 x 6 feet and they shall not obstruct the view. Signs along the interior gates along walkways shall not be longer than 4 x 6 feet. The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal if, under the City's sole discretion, the sign is not in compliance with this agreement, city ordinance, state law, or for any other reason the city determines.

8. CONCESSION AND STORAGE BUILDINGS:

The City provides a structure containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to the safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season and no later than two (2) weeks after the last game of the season. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments, and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable federal, and state laws, and city ordinances pertaining to the concession facility.

9. RESTROOM FACILITIES:

The City has provided restroom facilities. The City agrees to maintain utility service to the restroom facilities. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide custodial services for the restroom facility on Monday, Wednesday, and Friday. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, and this use includes tournaments. The ASA shall ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. Any required cleaning by City employees outside of Monday/Wednesday/Friday custodial services, or as a result of the ASA failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. The cleaning expense shall be deducted from the ASA security deposit.

10. DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by or during the ASA's activities. If the ASA does not pay for the

repairs, the City shall pay for the repairs. The repair expense will be deducted from the ASA deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished to the required deposit amount set out in Section 3 of this Agreement. The City will bill the ASA for any expense which exceeds the current balance of the security deposit. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASAs with access to facilities shall mitigate vandalism by securing all doors, windows, or any other possible entry point. The City shall assist by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon approval by the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was not properly secured by the ASA, in which case, the ASA shall be solely responsible for all costs and repairs. The City will repair or replace as necessary, the following equipment: air conditioners or heaters, electrical and lighting systems, plumbing systems, or others upon approval of the Parks and Recreation Director. The ASA shall be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss or damages to any property, equipment, supplies not owned by the City.

11. PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, and all state laws, as amended. ASA agrees to promptly notify the Angleton Police Department of any violations of federal laws, state laws or city ordinances on the fields/facilities.

12. FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law. It is an exception to this section if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, or any other firearm, and is not prohibited from doing so under applicable Federal and State law, including Texas Penal Code Chapter 46 and Texas Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law).

C. MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

1. The ASA will provide general maintenance of fields/facilities to ensure safety. General maintenance includes mowing, watering, and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms, concessions areas and surrounds. The City of Angleton shall cancel or postpone any activity on any sports field, which is not maintained properly by ASA or is unsafe due to vandalism, overuse, or weather.
2. The ASA shall comply with City of Angleton Parks & Recreation Athletic Complex

Maintenance Standards enclosed as Appendix B and shall be responsible for general maintenance, weekly mowing, trimming, and edging of the complex and fields. Proper maintenance shall include but is not limited to the necessary expertise, labor, and equipment to provide sport specific, industry accepted, turf maintenance practices and techniques to keep the turf in playable and safe condition. ASA shall mow the turf at their respective complexes throughout their playing seasons. ASA may be required at the request of the Parks and Recreation Director or designee to mow playing turf during scheduled seasonal play. This does not preclude the use of turf areas by other organizations if approved by the Parks and Recreation Director or designee. Any necessary maintenance performed by city employees shall result in fees paid by ASA based on Twenty Dollars and Zero Cents (\$20.00) per man hour, and the cost of supplies. ASA is responsible for any such city expense and the total amount shall be deducted from the ASA security deposit, and any outstanding amount shall be billed.

The ASA is responsible for the following:

- correcting hazardous conditions related to the ASA's activities.
- expense and labor required on fields, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.
- furnish and maintain their own equipment, materials, and supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets)
- proper maintenance of the dirt infield areas year-round at their respective athletic complexes.
- remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas and deposit same in dumpsters on park grounds
- Store all equipment or materials needed to operate in locked storage room(s) or receptacle(s) placed in a City-approved location.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

Any other item requiring maintenance must be communicated to park maintenance personnel and the work will be entered into the City work order system.

3. The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the scheduled time, ASA shall contact the Parks and Recreation Director, or designee, to advise that the lights may be turned off.

The City shall be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the City will provide notice to the ASA one week prior to chemical application.

4. **MONITORING REQUIREMENTS:**

ASA shall not leave trash/recycling containers full or overflowing during and after their activities. All ASAs, organizations and individuals shall make every effort to monitor and clean the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpsters on the park grounds. Please see Section C regarding Maintenance obligations.

5. ENHANCEMENTS:

Requests for improvements and enhancements (funded by ASA) to fields or facilities must be submitted in writing to the Parks and Recreation Director or designee at least thirty (30) days prior to the desired date of installation or improvement. No facility or property modifications or improvements may occur without written authorization from the City. Improvements may require Council action and must meet the City's inspection codes and ordinance requirements. Improvements and enhancements may include, but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, modifying irrigation systems, constructing buildings, and installing scoreboards, bleachers, netting and batting cages.

The ASA shall be responsible for the maintenance and upkeep of any approved improvements and enhancements to property or facilities. All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City, and City retains the right to remove such property improvements or enhancements.

D. EMERGENCIES AND ACCIDENTS:

ASA, organizations, and individuals shall report all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383.

E. CAPITAL IMPROVEMENT PROJECTS:

If ASA desires the City to consider funding specific capital improvement projects, ASA shall submit in writing a detailed description of the type of project for consideration (i.e., scoreboards, bleachers, or similar improvements). Written requests shall be submitted to the Parks and Recreation Director by February 1 of each year to be reviewed and approved by the Parks Board for consideration in the budget. The City's fiscal year runs from October 1 to September 30. Approval of projects is based on priority, need, and available funding.

F. TERMINATION CLAUSE:

ASA may terminate their relationship with the City of Angleton and terminate this agreement with at least ten (10) days written notice sent to the Parks and Recreation Director. Voluntary termination shall constitute a written letter of intent sent to the Parks and Recreation

Director from the ASA. Upon such notification, the Parks and Recreation Director or designee shall conduct a walk-through inspection of the park premises and structures for damage prior to issuing any refund of deposited funds. If the City terminates the agreement for the breach of the terms of this agreement the ASA shall be subject to loss of park use privileges, including possible total termination as a recognized ASA and forfeiture of any refundable deposit paid by the ASA. In the event of such an involuntary termination, the Parks and Recreation Director shall provide written notice to the ASA listing all violations and allow the ASA to achieve compliance. City will provide five (5) business days to correct any violations.

G. INDEMNIFICATION:

THE ASA SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM LIABILITY FOR ANY AND ALL CLAIMS, LOSS, DAMAGES, DEMANDS, INJURY, COST, EXPENSE, CLAIM, OR JUDGEMENT, FOR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO WRONGFUL DEATH, BODILY INJURY, AND PROPERTY DAMAGE ARISING FROM THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA, ITS AGENTS OR EMPLOYEES OR CAUSED BY OR ALLEGED TO BE CAUSED BY OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO TAKE PLACE AT THE FIELDS/FACILITIES.

NOTICES:

All notices must be in writing.

CITY: City of Angleton
Director of Parks and Recreation
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: scrouch@angleton.tx.gov

Angleton Sports Association:

Telephone _____
Email _____

THE CITY OF ANGLETON WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY- FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS SOLELY AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

Fax _____

CITY OF ANGLETON, TEXAS

ANGLETON SPORTS ASSOCIATIONS:

Chris Whittaker, City Manager,
cwhittaker@angleton.tx.us

Print Name: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Attest:

Michelle Perez,
City Secretary

Appendix A

CITY OF ANGLETON PARKS & RECREATION

Fee Schedule

HOURLY RENTALS

- Twenty dollars and zero cents (\$20.00) per hour per field with lights.
- Fifteen dollars and zero cents (\$15.00) per hour per field without lights.
- Twenty dollars and zero cents (\$20.00) per hour per field for renters who fail to clean space of litter to the satisfaction of the Parks and Recreation Department.

TOURNAMENTS

- Two hundred dollars and zero cents (\$200.00) per tournament per day without lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- Two hundred fifty dollars and zero cents (\$250.00) per tournament per day with lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- A non-refundable deposit of one hundred dollars and zero cents (\$100.00) is required and should the city incur additional costs the entity or individual that pays the deposit shall be responsible.

MAINTENANCE OF PARK AND RECREATION FACILITIES

- Twenty Dollars and Zero Cents (\$20.00) per man hour, and the cost of supplies for any necessary maintenance performed by city employees. ASA is responsible for any such city expense and the total amount shall be deducted from the ASA security deposit, and any outstanding amount shall be billed.

Appendix B

CITY OF ANGLETON PARKS & RECREATION

Athletic Complex Maintenance Standards

Angleton Athletic Complexes will be maintained to meet the safety and playability requirements required by field usage. The City reserves the right to cancel or postpone any activity on any sports field, which is not safe condition due to vandalism, over-use, or weather.

I. SPECIFICATIONS

Weekly maintenance visits will include but not be limited to mowing, trimming, weeding, and landscape maintenance listed in this packet. The following specifications describe all operations required for the proper maintenance of the site.

II. LOCATION OF SERVICES

The locations listed below will be maintained to a condition that is safe for the type of sport to be played on that field.

Freedom Park – 3105 N Downing St, Angleton, TX 77515

BG Peck Soccer Complex – 709 Kelly Blvd, Angleton, TX 77515

Bates Park – 700 Bates, Park Rd, Angleton, TX 77515

III. WEEKLY MAINTENANCE VISITS

CLEANUP PROCEDURES

The Athletic Sports Associations (ASA) under contract with the City of Angleton will be responsible for litter, trash and other debris when they have fields leased (including all their practices, games and tournaments).

- All locations shall be kept free of litter, trash, and other debris. Collected litter, trash, and debris shall be placed in trash receptacles located throughout the site and shall be placed in the dumpster onsite minimally once a week.
- No landscape waste nor hazardous materials shall be placed in the dumpster or trash receptacles. Trash too large to be moved safely prior to mowing should be reported to the City for a scheduled removal.
- Grass, dirt and debris should be blown or swept from sidewalks and cement parking areas.
- Maintenance staff shall notify the Park Superintendent of any debris or any other situation(s) that create a Hazardous Condition and any noticeable deficiencies or repairs that need to be made so repairs can be made immediately. (I.E. Vandalism to grounds; broken sidewalks, handrails, or benches; large holes or tripping hazards; fallen trees or broken limbs; etc.).

MOWING

- Mowing shall be done weekly (weather permitting) to correspond with weekly games and other activities.
- Baseball and Softball field turf will be maintained at 2 inches throughout the growing season.
- Soccer and Football field turf shall be maintained at 2 ½ inches throughout the growing period.
- No grass height should ever be allowed to get over 5 inches tall.
- All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.

- Any grass clippings or other plant debris remaining on the grass surface, adjacent walks, d gutters and curbs or other surfaces concrete/asphalt surfaces shall be removed the same day as the mowing service is performed.
- Mowing shall not take place under wet conditions.
- If for some reason such as excessive rain or some other unforeseen problem, accumulations of grass may occur. Piles of grass should be removed by maintenance staff as to not disrupt game play or practices.
- Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles.
- The ASA shall be responsible for damage caused by mowing activities and shall promptly repair or replace any damage to site features.
- Mowing equipment shall always be properly maintained and operated.
- Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting.
- The ASA will move soccer goals as needed to mow areas without removing attachments. Once mowing is completed, the goals will be returned to their proper position and the attachments to secure the goals. Goals should be inspected for integrity after placement to ensure the goals don't move to tip over and injure players.

TRIMMING/EDGING

- Line trimming shall be used to maintain all turf areas inaccessible to mowing equipment, including but not limited to, areas along walks, curbs, bed edges, lights, bollards, fences (caution adjacent to vinyl chain link), etc. The ASA shall promptly repair or replace any damage to worksite features, including plants, caused by improper line trimming.
- All trimming and edging will be done concurrently (same day) with each mowing cycle and grass blades shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting.
- All vines growing along or on fences shall be removed unless specified by Parks Superintendent that they are to remain in a specific area.
- The ASA shall be responsible for the elimination of grass and weeds in cracks and joints inside the batting cage, warmup areas, and along the exterior. At no time shall there be any visible weeds left to die.
- The ASA shall notify the Parks Superintendent of any damage, repairs or any other situation(s) that creates a Hazardous Condition.

IV. SEASONAL MAINTENANCE

The City will provide all pesticides and selective herbicides.

AERATION AND TOPDRESSING ATHLETIC FIELDS

- Aeration and Topdressing should be done by ASA to provide proper air and water exchange for maximum growth potential and health of the grass and shall be performed as follows:
 - Aeration: Aerification will assist in relieving compaction caused by constant use of the fields and will allow for better sunlight penetration and air circulation throughout the soil and root zone. Aeration shall be done on all playing fields at least 2 times per year.
 - Topdressing: Soil used as topdressing material is to be consistent with existing soil texture where it is to be applied to fill noticeable depressions or holes and assist in leveling of the athletic fields as needed each year.

WEED & PEST CONTROL & HERBICIDE APPLICATIONS

- The City shall apply various herbicides and pesticides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All City staff will be properly trained by a person with a valid herbicide application license as issued by the State of Texas to ensure it is done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.
- Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, curbs, parking lots, around trees, fences, in expansion joints, goals, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- Full weed control application required to eliminate weeds – the City shall apply 1-3 pre-emergent applications and a post emergent application as needed per calendar year on athletic fields.
- The City shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored as soon as possible so not to disrupt play.
- After each chemical application, if applicable, the City must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.
- The City shall maintain records of all pesticide and herbicide usage on a "Herbicide/Pesticide" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The City shall keep original forms on file.
- The City will provided MSDS (material safety data sheets) for all products used on the fields.
- Only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder will be used. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations.
- Insecticides will be applied as necessary to control turf damage insects and ants.
- The City staff shall perform at least 2 insecticide treatments to control turf damaging insects and fire ants per calendar year.

FERTILIZER

- The ASA shall apply fertilizer on playing fields two (2) times per year.
- The ASA shall schedule fertilization with the Parks Superintendent at least one (1) week in advance to ensure there are no activities scheduled on the fields.
- The ASA shall maintain records of fertilizer usage on a "Fertilizer Applicators Record" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The ASA shall give original forms to Parks Superintendent to keep on file.
- The ASA may need to apply additional fertilization in some areas during the year to control weed growth and/or promote the health of the Turf.

V. EQUIPMENT MAINTENANCE

IRRIGATION SYSTEM

- All improved and existing areas shall receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.
- The ASA shall be responsible for the management and operation of all systems at each Park throughout the year in accordance with league or rental schedules.

- Quarterly inspections shall be completed to determine what repairs are required at each site and bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by site of the repair work required.
- The ASA shall ensure that the Irrigation Systems are always maintained in good working order and operating condition and notify the Parks Superintendent if a contractor should be called for any repairs needed, they are not able to perform.
- The ASA will maintain the rain delay system in working so that sprinklers do not continue to operate during periods of heavy rain and delay the ability of players to resume normal play.

VI. INCLUSIONS

REPAIR OF DAMAGED AREAS - Areas damaged by ASA vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

EMERGENCY AND SPECIAL SERVICES - Upon notification by the Parks Superintendent the City shall perform emergency or special grounds maintenance required.

VII. ADDITIONAL SERVICES UPON REQUEST

To ensure the athletic fields remain safe and playable additional services may be added to the maintenance schedule or contracted out. These services can include but are not limited:

- Tree Pruning
- Replace: bases, home plates, pitcher's rubbers, anchors, foul ball nets, etc.
- Fence repair
- Repairing or repacking pitching mounds
- Repair skinned areas of ruts, holes, bowled out areas
- Replace damaged turf areas as necessary
- Application of infield mix to baseball, softball skinned areas
- Overseeding fields when less than 10% or more of field is without turf cover
- In-field Lip Reduction
- Repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks

| | |
|---|---|
| FREEDOM PARK 3105 N Downing St, Angleton, TX 77515 | |
| FERTILIZER PROGRAM FOR FREEDOM PARK FIELDS | |
| Weed & Broadleaf Control | TRIMEC SOUTHERN @ 1 qt/per acre |
| Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| Insecticide | BIFEN I/T AT FULL RATE |
| Fertilizer | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 2 nd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| 2 nd Fertilization | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 3 rd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |

| ATHLETIC COMPLEX MAINTENANCE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | DAILY | WEEKLY | MONTHLY | QUARTERLY | BI-ANNUAL | ANNUALLY | AS NEEDED |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|--------|---------|-----------|-----------|----------|-----------|
| Mowing | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Edging/Trimming | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Weed & Broadleaf Control | | x | | | | | | | | | | | | | | | | x | |
| Pre-Emergent | | x | | | | | | | | | | | | | | | | x | |
| Insecticide | | | x | | | | | | x | | | | | | | | x | | |
| Fertilizer | | | | x | | | | | | | | | | | | | | x | |
| 2 nd Pre-Emergent | | | | | | x | | | | | | | | | | | | x | |
| 2 nd Fertilization | | | | | | | | x | | | | | | | | | | x | |
| 3 rd Pre-Emergent | | | | | | | | | | x | | | | | | | | | x |
| Top dressing | | | | | | | | | | | | | | | | | | | x |
| Aerate Infields | | | | | | | | | | | | | | | | | x | | |
| Aerate Outfields | | | | | | | | | | | | | | | | | x | | |

FREEDOM PARK | 3105 N Downing St, Angleton, TX 77515



BG PECK SOCCER COMPLEX | 709 Kelly Blvd, Angleton, TX 77515

FERTILIZER PROGRAM FOR BG PECK SOCCER COMPLEX

| | |
|-------------------------------|---|
| Weed & Broadleaf Control | TRIMEC SOUTHERN @ 1 qt/per acre |
| Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| Insecticide | BIFEN I/T AT FULL RATE |
| Fertilizer | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 2 nd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| 2 nd Fertilization | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 3 rd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |

| ATHLETIC COMPLEX MAINTENANCE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | DAILY | WEEKLY | MONTHLY | QUARTERLY | BI-ANNUAL | ANNUALLY | AS NEEDED |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|--------|---------|-----------|-----------|----------|-----------|
| Mowing | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Edging/Trimming | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Weed & Broadleaf Control | | x | | | | | | | | | | | | | | | | x | |
| Pre-Emergent | | x | | | | | | | | | | | | | | | | x | |
| Insecticide | | | x | | | | | | x | | | | | | | | x | | |
| Fertilizer | | | | x | | | | | | | | | | | | | | x | |
| 2 nd Pre-Emergent | | | | | | x | | | | | | | | | | | | x | |
| 2 nd Fertilization | | | | | | | | x | | | | | | | | | | x | |
| 3 rd Pre-Emergent | | | | | | | | | | x | | | | | | | | | x |
| Top dressing | | | | | | | | | | | | | | | | | | | x |
| Aerate Infields | | | | | | | | | | | | | | | | | x | | |
| Aerate Outfields | | | | | | | | | | | | | | | | | x | | |



BATES PARK | 700 Bates, Park Rd, Angleton, TX 77515

FERTILIZER PROGRAM FOR BATES PARK

| | |
|-------------------------------|---|
| Weed & Broadleaf Control | TRIMEC SOUTHERN @ 1 qt/per acre |
| Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| Insecticide | BIFEN I/T AT FULL RATE |
| Fertilizer | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 2 nd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |
| 2 nd Fertilization | 16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE |
| 3 rd Pre-Emergent | PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs) |

| ATHLETIC COMPLEX MAINTENANCE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | DAILY | WEEKLY | MONTHLY | QUARTERLY | BI-ANNUAL | ANNUALLY | AS NEEDED |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|--------|---------|-----------|-----------|----------|-----------|
| Mowing | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Edging/Trimming | x | x | x | x | x | x | x | x | x | x | x | x | | x | | | | | |
| Weed & Broadleaf Control | | x | | | | | | | | | | | | | | | | x | |
| Pre-Emergent | | x | | | | | | | | | | | | | | | | x | |
| Insecticide | | | x | | | | | | x | | | | | | | | x | | |
| Fertilizer | | | | x | | | | | | | | | | | | | | x | |
| 2 nd Pre-Emergent | | | | | | x | | | | | | | | | | | | x | |
| 2 nd Fertilization | | | | | | | | x | | | | | | | | | | x | |
| 3 rd Pre-Emergent | | | | | | | | | | x | | | | | | | | | x |
| Top dressing | | | | | | | | | | | | | | | | | | | x |
| Aerate Infields | | | | | | | | | | | | | | | | | x | | |
| Aerate Outfields | | | | | | | | | | | | | | | | | x | | |





AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/23/2024

PREPARED BY: John Deptuch

AGENDA CONTENT: Update, Discussion, and possible action on City Hall Annex

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:** \$ TBD

FUND: 01 – General funds & Water Fund

EXECUTIVE SUMMARY:

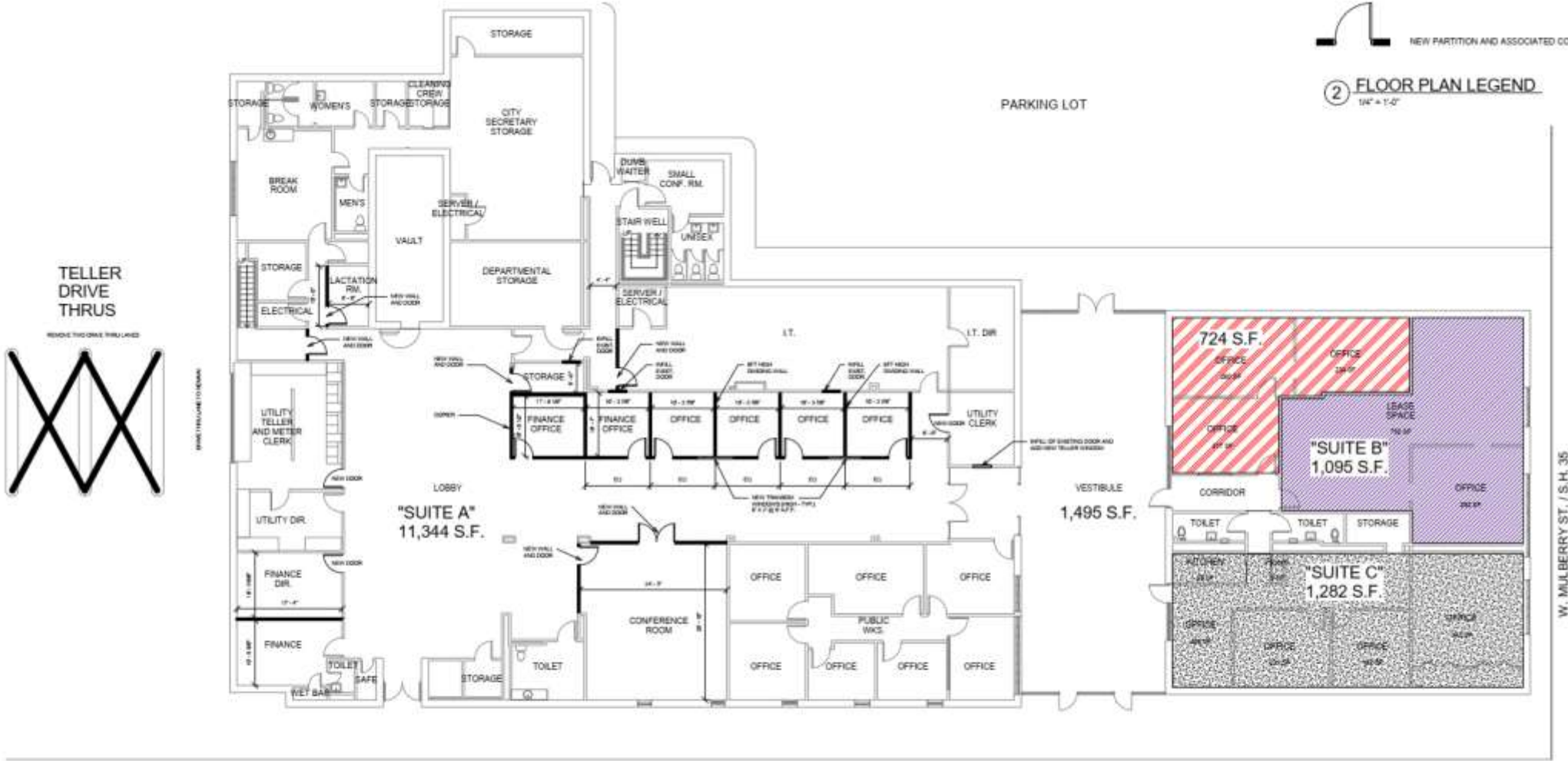
- Present to Council the progress on the City Hall Annex.
- Staff will update the Council with funds requested amount once received.

RECOMMENDATION: Request the Council give guidance and possible action on the remaining portion of the City Hall Annex, with the exception the facilities roof.

City Hall Annex



② FLOOR PLAN LEGEND
1/4" = 1'-0"



① CONCEPTUAL FLOOR PLAN
1/8" = 1'-0"

ANGELTON CITY HALL ANNEX
CONCEPTUAL FLOOR PLAN



01/18/2024

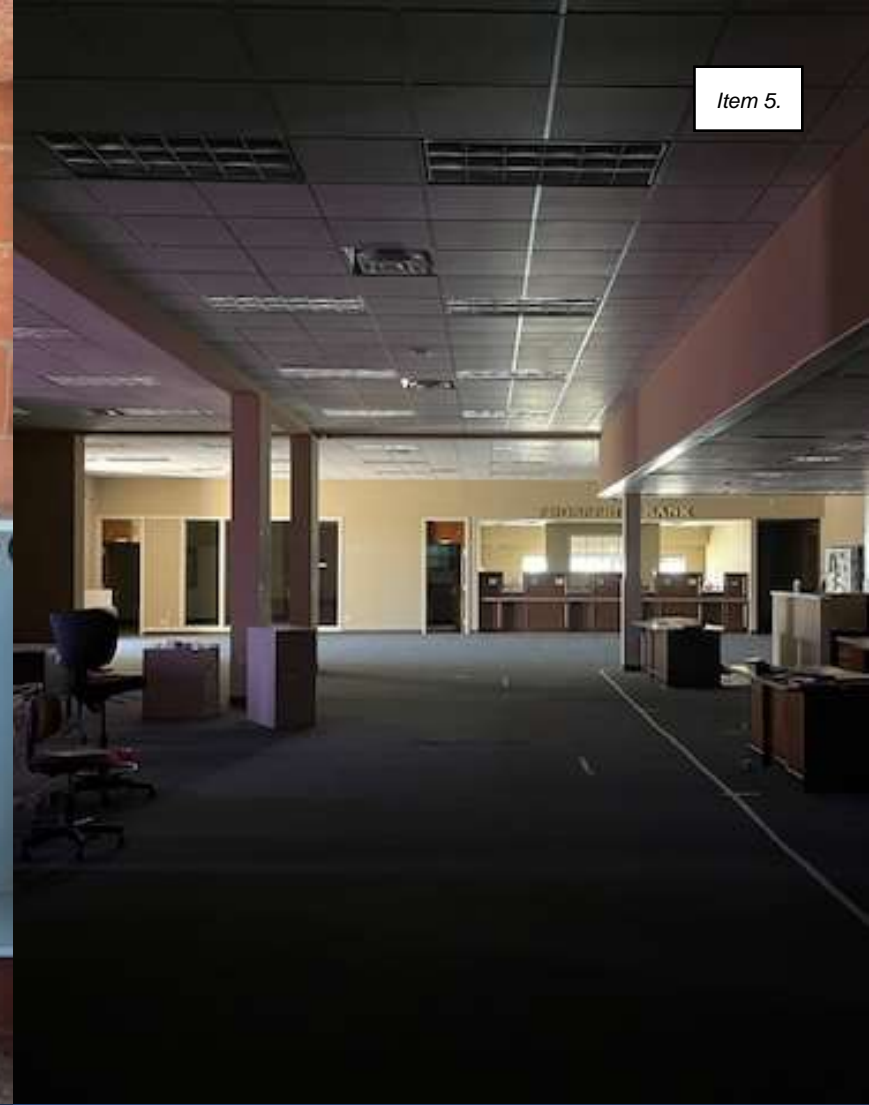


Item 5.

Lease Side

Lease Side Remodel

| | Price | Funded | Bids | HUB | CO-OP | Notes |
|--|------------------|--------|------|-----|-------|----------------------------------|
| Roof repair- leaks | \$ 3,150 | Y | Y | N | Y | Local |
| Mold remediation | \$ 12,261 | Y | Y | N/A | Y | HUB's were contact and submitted |
| Fire extinguishers lease side | \$ 601 | Y | N | N/A | N/A | Local |
| Exterior wall paint and patch | \$ 16,756 | Y | Y | N/A | N | |
| Mold testing | \$ 2,400 | Y | N/A | N/A | N/A | |
| Asbestos testing | \$ 2,310 | Y | N/A | N/A | N/A | |
| Lease side (C) LED lights and smoke alarms | \$ 4,282 | Y | Y | N | N | Local |
| Lease side (B) LED light | \$ 2,682 | Y | Y | N | N | Local |
| Power Survey | \$ 433 | Y | N/A | N/A | N/A | |
| Window wraps lease side (C) | \$ 780 | Y | N/A | N/A | N/A | Local |
| Window wraps lease side (B) | \$ 910 | Y | N/A | N/A | N/A | Local |
| Lease outdoor signage | \$ 8,995 | Y | Y | N | N | Local |
| Lease side build out | \$ 44,006 | Y | Y | N | Y | HUB's were contact and submitted |
| Total | \$ 99,565 | | | | | |



Item 5.

City Side

Funded by Annual Facility Budget

| | Price | Funded | Bids | HUB | CO-OP | Notes |
|-------------------------------------|------------------|--------|------|-----|-------|--------------------------------|
| LED lights exterior | \$ 5,690 | Y | Y | N | N | Local |
| Ceiling tile replacement | \$ 1,700 | Y | N/A | N/A | N/A | In-House |
| Fire extinguishers City side | \$ 1,800 | Y | N/A | N/A | N/A | local |
| After construction Cleaning | \$ 1,988 | Y | N/A | Y | N | Citys current cleaning company |
| Parking lot stripping /parking stop | \$ 2,254 | Y | Y | N | N | Local |
| Exterior concrete work | \$ 2,500 | Y | Y | N | N | Local |
| Window tinting | \$ 1,171 | Y | Y | N | N | Local |
| Conference table/furniture | \$ 4,500 | Y | N/A | N/A | N/A | |
| Signage - interior | \$ 600 | Y | N/A | N/A | N/A | |
| Doors and locks | \$ 1,300 | Y | N/A | N/A | N/A | |
| Shelving | \$ 1,200 | Y | N/A | N/A | N/A | |
| Total | \$ 24,702 | | | | | |

Funding for City Side Remodel

| | Price | Funded | Bids | HUB | CO-OP | Notes |
|-------------------------------------|-------------------|--------|------|-----|-------|----------------------------------|
| Power to Annex | \$ 85,593 | Y | Y | N | Y | HUB's were contact and submitted |
| City side remodel | \$ 274,447 | | Y | N | Y | HUB's were contact and submitted |
| Fire detection | \$ 45,465 | | Y | N | Y | . |
| Fire suppression | | | | | | |
| LED lights Interior City side | \$ 24,445 | | Y | N | N | Local |
| IT | \$ 76,057 | | | | | In-House |
| City signage | \$ 17,950 | | Y | N | N | HUB's were contact and submitted |
| Electronics- printer contract | \$ 250 | | | | | |
| Atrium painting | \$ 6,000 | | Y | N | N | HUB's were contact and submitted |
| AC | | | | | | Unknown Electric |
| Electrical work - City side general | | | | | | |
| Total | \$ 444,615 | | | | | |
| Roof | \$ 134,850 | | Y | N | Y | needed for wind insurance |
| | | | | | | |



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 23rd, 2024

PREPARED BY: Hector Renteria

AGENDA CONTENT: Meter Exchange Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$ **FUNDS REQUESTED:** \$415,160.55

FUND: Capacity Acquisition Fees

EXECUTIVE SUMMARY: The City of Angleton needs to complete the final exchange of water meters across the city. This project will conclude the city-wide AMI water meter upgrades. This project will consist of a survey of the remaining meters to be changed initially. Then the exchange of each meter to an AMI meter. Aqua-Metric is the sole source for the Sensus brand of meters and the expenditure for the meters is exempt from Chapter 252 municipal procurement requirements. Texas Local Government Code § 252.022(a)(7)(A) provides that a purchase of an item from only one source including items available due to patents, copyrights, secret processes or natural monopolies are exempt from competitive bidding.

They also utilize HGAC Buyboard for their pricing. Capacity Acquisition Fees will be used for this project. There was a total of \$1,000,000 in fees, minus the use of \$247,700 for the Utility Master Plan, and the Impact Fee Study of \$40,000. This leaves \$712,300 for use on this project for funding.

RECOMMENDATION: Staff is looking for council approval to utilize Aqua Metric to complete this project.

Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

January 9, 2024

Client: City of Angleton, Texas
Attention: Hector Renteria
Address:
City, State, Zip:
Phone:
Email:

| Line No. | Item | Quantity | Unit | Extended |
|--------------------------------------|---|----------|-------------|--------------|
| Meter Exchange Project | | | | |
| Product | | | | |
| | 3/4" SL iPERL Meter | 800 | \$138.65 | \$110,920.00 |
| | 520M Single Port SmartPoint Radio Transmitter | 400 | \$133.37 | \$53,348.00 |
| | 520M Dual Port SmartPoint Radio Transmitter | 200 | \$209.17 | \$41,834.00 |
| | 1" iPERL Meter | | \$200.72 | |
| | 1 1/2" OMNI R2 Meter | | \$588.71 | |
| | 2" OMNI R2 Meter | | \$826.00 | |
| | 1 1/2" OMNI T2 Turbo Meter | | \$882.62 | |
| | 2" OMNI T2 Turbo Meter | | \$1,046.94 | |
| | 3" OMNI T2 Turbo Meter | | \$1,304.65 | |
| | 4" OMNI T2 Turbo Meter | | \$2,539.87 | |
| | 6" OMNI T2 Turbo Meter | | \$4,572.62 | |
| | 8" OMNI T2 Turbo Meter | | \$7,760.02 | |
| | 10" OMNI T2 Turbo Meter | | \$10,117.50 | |
| | 1 1/2" OMNI C2 Compound Meter | | \$1,289.74 | |
| | 2" OMNI C2 Compound Meter | | \$1,488.16 | |
| | 3" OMNI C2 Compound Meter | | \$1,885.01 | |
| | 4" OMNI C2 Compound Meter | | \$3,273.95 | |
| | 6" OMNI C2 Compound Meter | | \$5,655.00 | |
| | 8" OMNI C2 Compound Meter | | \$9,135.22 | |
| | 10" OMNI C2 Compound Meter | | \$11,787.38 | |
| Product Installation Services | | | | |
| | Field Deployment Management, Monthly Fee, Estimated Quantity - Subject to change based on the results of the meter survey. | 5 | \$7,500.00 | \$37,500.00 |
| | Mobilization Fee | 1 | \$3,846.15 | \$3,846.15 |
| | NovusCenter WOMS Setup Fee | 1 | \$7,500.00 | \$7,500.00 |
| | NovusCenter WOMS Work Order Fee | 1,600 | \$2.00 | \$3,200.00 |
| | NovusCenter WOMS Data Quality Review Fee | 800 | \$3.00 | \$2,400.00 |
| | 3/4" Water Meter Exchange with SmartPoint Installation and Activation | 800 | \$75.64 | \$60,512.00 |
| | 1" Water Meter Exchange with SmartPoint Installation and Activation | | \$80.77 | |
| | 1 1/2" Water Meter Exchange with SmartPoint Installation and Activation | | \$288.46 | |
| | 2" Water Meter Exchange with SmartPoint Installation and Activation | | \$320.51 | |
| | 3" Water Meter Exchange with SmartPoint Installation and Activation | | \$1,076.92 | |
| | 4" Water Meter Exchange with SmartPoint Installation and Activation | | \$1,239.74 | |
| | 6" Water Meter Exchange with SmartPoint Installation and Activation | | \$1,538.46 | |
| | 8" Water Meter Exchange with SmartPoint Installation and Activation | | \$2,820.51 | |
| | 10" Water Meter Exchange with SmartPoint Installation and Activation | | \$3,012.82 | |
| | Add-On: Lid Modification: Drill Hole in Plastic Meter Box Lid | 800 | \$7.69 | \$6,152.00 |
| | Installation Incidental: Residential (5/8" - 1") Water Meter Box Adjustment, Removal, or Replacement, in Dirt, Labor Only | 80 | \$70.51 | \$5,640.80 |
| | Daily Rate to Perform Meter Survey (All Sizes), Estimated Quantity | 45 | \$1,051.28 | \$47,307.60 |
| | Installation Incidental: Clean Out Excessive Dirt from Meter Box | | \$12.82 | |
| | Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid | | \$25.20 | |
| | Installation Incidental: Curb Stop Replacement, Labor Only; Size 5/8" - 1" | | \$153.85 | |
| | Installation Incidental: Meter Tail Replacement, Labor Only; Size 5/8" - 1" | | \$70.51 | |
| | Installation Incidental: Meter Box Lid Replacement, Labor Only; Plastic; Up to 2" | | \$7.69 | |
| | Installation Incidental: Replacement of Removal of Busing Adapter (5/8" - 1"), Labor Only | | \$8.65 | |
| | Installation Incidental: Meter Resetter / Riser Installation, Labor Only; Size 5/8" - 3/4" | | \$53.85 | |
| | Installation Incidental: Site Visit Fee | | \$43.59 | |
| | Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour | | \$153.85 | |
| | Installation Incidental: Daily Rate, Price per Technician per Day. | | \$1,051.28 | |



January 9, 2024

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Client: City of Angleton, Texas
Attention: Hector Renteria
Address
City, State, Zip:
Phone:
Email:

| Line No. | Item | Quantity | Unit | Extended |
|----------|------|----------|------|----------|
| | | | | |

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$20,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.

| | |
|------------------------------|---------------------|
| Subtotal | \$380,160.55 |
| Recommended Contingency Fund | \$35,000.00 |
| Total: | \$415,160.55 |

January 9, 2024

Project Clarifications – City of Angleton, Texas Meter Exchange Quote

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus water product orders exceeding \$20,000.00. Any non-Sensus and/or non-water products are subject to additional freight charges.
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus product. Electric meters are subject to a 100% restocking fee. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. Monthly field deployment management fee subject to change based on results of the meter survey.
9. Meter exchange pricing subject to change based on results from the meter survey.
10. Standard meter installation pricing shall encompass like-for-like meter exchange. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
11. Pricing does not include product warehousing, staging services, product storage, trash/recycling receptacles, or consumer outreach program.
12. Performance and Payment Bond not included.
13. Pricing does not reflect Prevailing Wage Rates.
14. Any items beyond quote above subject to price negotiations.

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Aqua-Metric" means Aqua-Metric Sales Company, a subsidiary of Thirkettle Corporation. "Deliverables" and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. **CONTRACT OF SALE.** All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. **PROPOSALS AND QUOTATIONS.** Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer's suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric's suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. **AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.**
4. **INVOICES.** Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. **ANNUAL SUBSCRIPTION SERVICES.** Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer's product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. **TITLE.** Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. **PACKAGING.** Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$20,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. **AMENDMENTS OR CANCELLATIONS.** Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. **RETURNS.** No Deliverables may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a Restocking Fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned Product(s). Authorized return shipments must be returned in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's Return Authorization Number, and must have transportation charges prepaid. All returned Product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the Product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible for any damages incurred during shipment with exception to the terms detailed in Damage Claims herein. Aqua-Metric reserves the right to refuse Product(s) Refunds or Credits that have been installed, used, or otherwise returned in any condition other than New. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee.
17. **OBsolescence.** Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. **WARRANTIES.**
 - 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON

- AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.
- 18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.
- 18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.
- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.
- B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.
- C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
- E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.
- F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.
- G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.
19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents
20. warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.
21. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.
22. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
23. LIMITATION OF LIABILITY.
- 23.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
- 23.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 23.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. (d) To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. (e) If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the

extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.

24. INDEMNIFICATION. Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer's failure to comply with applicable law; and (iii) relating to or arising out of Customer's breach of its confidentiality obligations hereunder.
25. CONFIDENTIAL INFORMATION. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
26. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
27. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("Disputes") shall first be resolved by the Parties attempting mediation in California. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of California. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
28. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
29. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
30. NON-WAIVER. Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xylem.com

January 1, 2023

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely



James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/23/2024

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible direction on projects to be included in 2024 Certificates of Obligation

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

Continued discussion on projects for the 2024 Certificates of Obligation to be sold in the coming months.

- Henderson Rd. (To begin on the East end)
- Downtown Project \$1,500,000
- Police Department expansion \$2,000,000
- Animal Shelter expansion \$1,500,000
- Sidewalks
- Streets (Dwyer St., Gifford, Cemetery)

Staff has identified an alternative financing source - TxDOT’s State Infrastructure Bank (SIB) - which could be used to pay for the City’s portion of the Downtown Project and Henderson Road. The SIB program is used to help fund eligible transportation projects. A representative of TxDOT will be here to make a present on the SIB loan program.

RECOMMENDATION:

City Council’s guidance to pursue financing from TxDOT State Infrastructure Bank and projects to be included in the Certificates of Obligation.



Item 7.

TxDOT State Infrastructure Bank

Presented by Dallas Teston, SIB Program Lead



SIB Loans



- Revolving fund - All repayments go back into the SIB
- Non-federal dollars

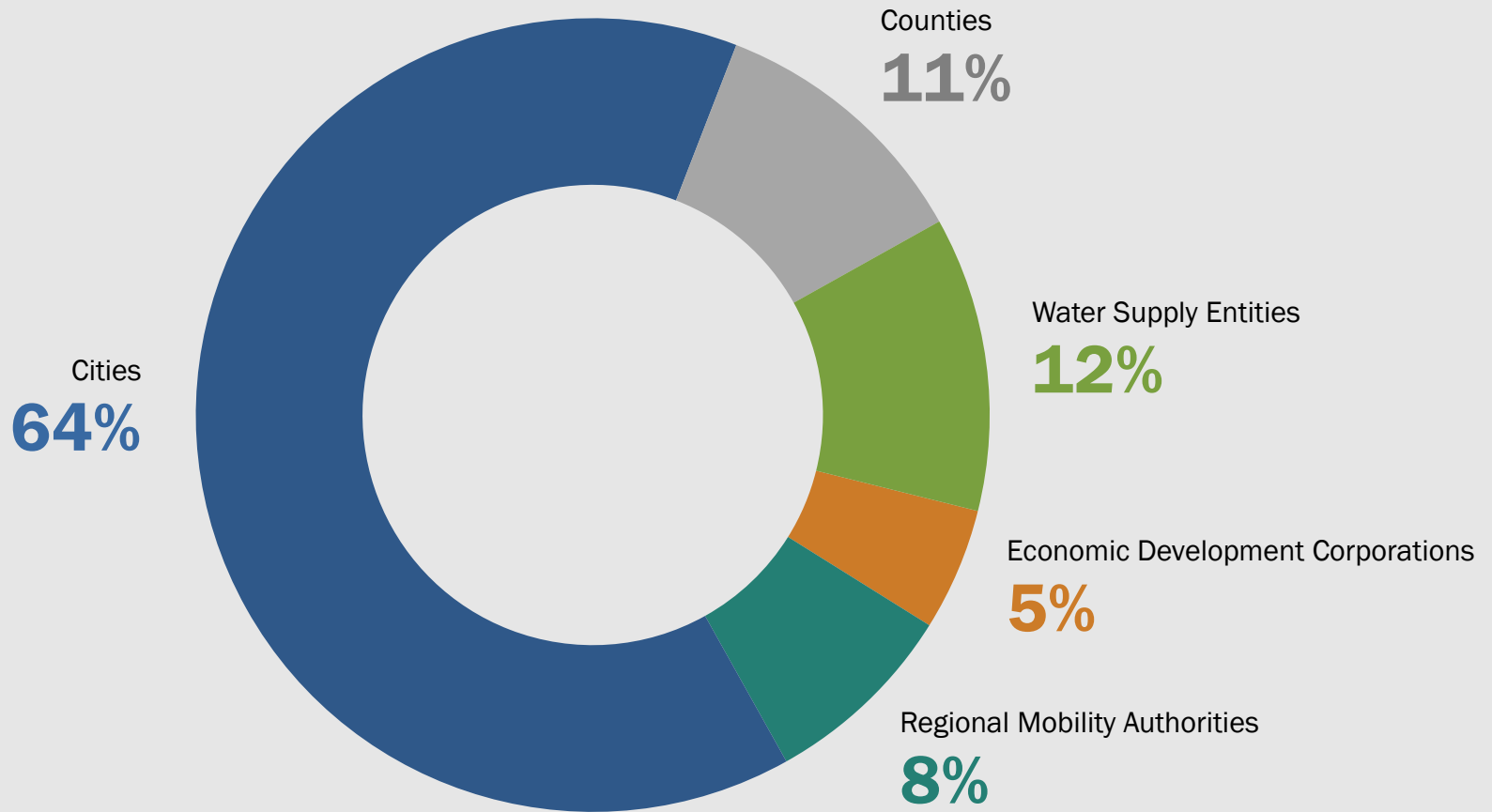
154 Loans – Since inception (1997)

- Loans have ranged from \$10,000 to \$42m
- Median loan amount approximately \$1m

\$762 Million – In loans

\$571 Million – Repaid

\$8.2 Billion – In Texas transportation projects



Loans in the area

| Borrower | Amount | Year | Project |
|---------------|--------|------|---|
| Wharton | \$5.5M | 2022 | Utility relocation on US 59 (Future I-69) |
| Wharton | 15.0M | 2021 | Extension of FM 1301 |
| West Columbia | 770K | 2020 | Utility relocation on SH 36 |
| Seabrook | 3.7M | 2018 | Utility relocation on SH 146 |
| El Campo | 8.0M | 2016 | US 59 Improvements |
| Brazoria | \$195K | 2008 | Utility relocation on SH 332 |

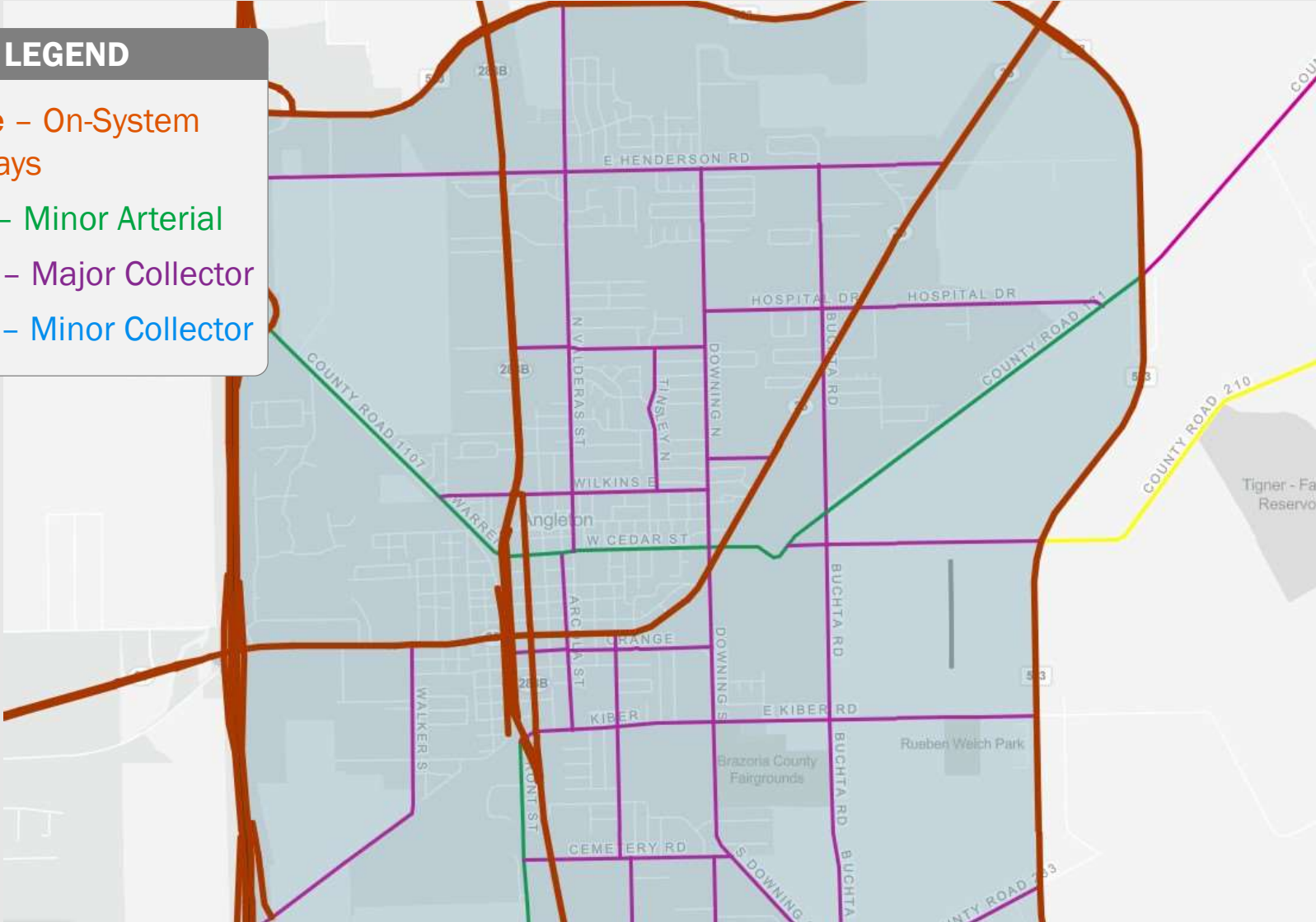


Eligible projects

- Eligible under federal highway programs.
- On- or off- system roadways can be eligible.
- Generally, projects eligible under Title 23.
 - Transportation Alternative projects
 - Off-system bridge program
 - High-Risk Rural Roads

LEGEND

- Orange** - On-System Roadways
- Green** - Minor Arterial
- Purple** - Major Collector
- Yellow** - Minor Collector





Eligible Uses Include*

Local match for eligible projects

Construction or reconstruction

Utility relocation

Right of way acquisition

Contingency

Financial & Legal advisory fees

**Funds cannot be used to reimburse costs*



When can a SIB loan be used for utility relocation?

- Required relocation for a TxDOT project.
- Elective relocation or other utility work – ONLY when an eligible project is ALSO being done.
- CANNOT be used for a standalone utility project.



Low Cost of Borrowing

- \$0 loan application
- \$0 closing costs
- \$0 loan handling
- Form of agreement
 - Direct loan agreement (authorized in TTC §222.0745)
 - Certificate of obligation
 - Bonds



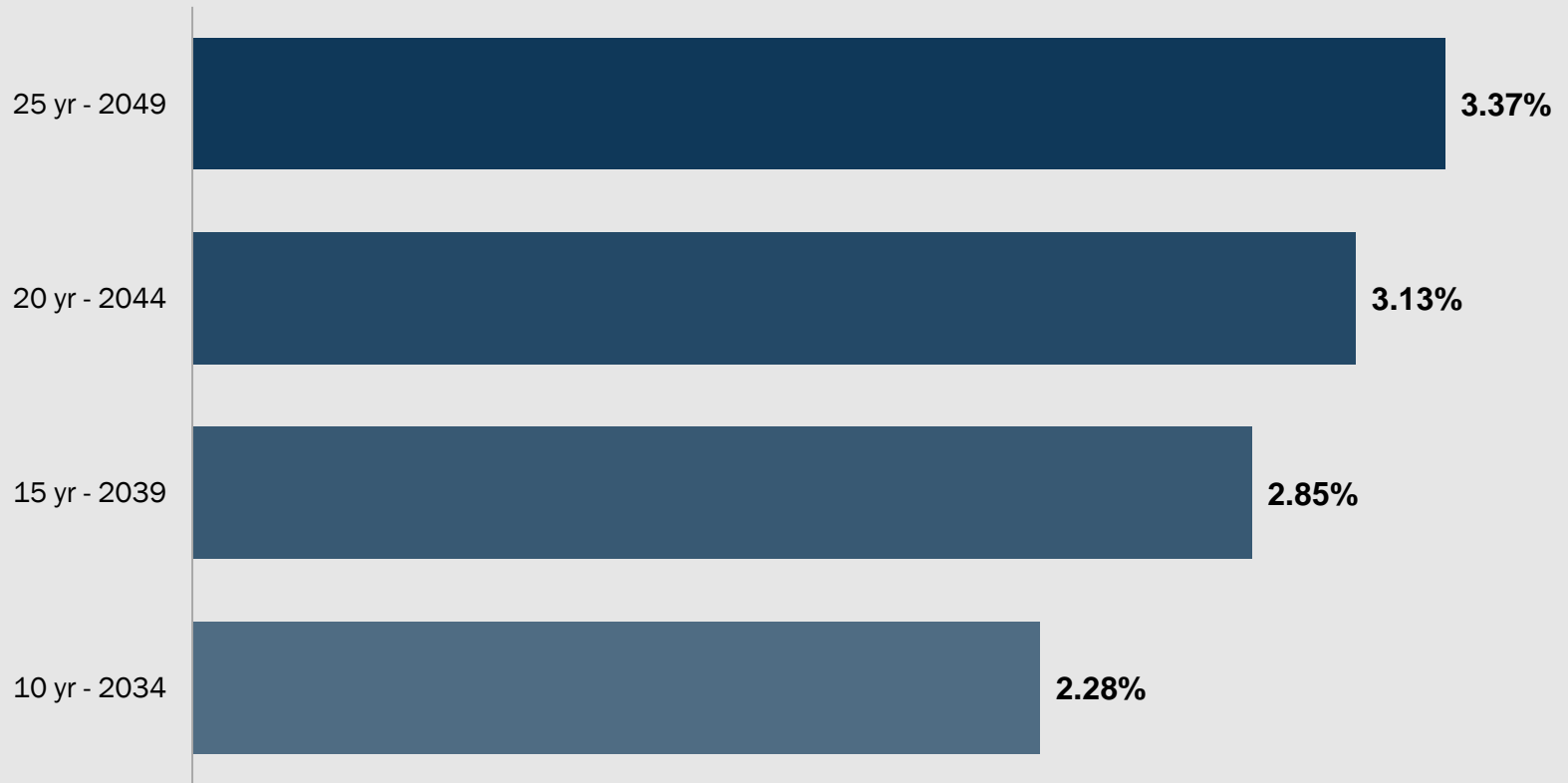
Repayment Terms

- Prepayments can be made at any time.
- Flexibility in repayment.
 - Most repayment frequencies acceptable.
- Deferments
 - Full deferral of principal and interest.
 - Interest only payments.
 - Interest capitalizes during deferment period.



Interest Rate

- Rate set at the time of application.
- Fixed rate for the life of the loan.
- Municipal Market Data index (MMD)
- 2 main factors
 - Credit Rating
 - Term of the loan



*Market Rate Indications as of January 10, 2024.
Rates change weekly, shown for illustrative purposes only.*



How it works

| | |
|---------------------------------|--------------|
| AAA rate (20 years) | 3.13% |
| Rate spread (AA Rating) | + 0.20 |
| EDC Reduction (Brazoria County) | (.95) |
| <hr/> | |
| Final Rate | 2.38% |



2-4 months

1-2 months

Submit a **SIB Application** and **Resolution** to apply for loan

TxDOT **Divisions** will **review** applications

ENV approval must be obtained prior to final approval

Final TTC Approval

SIB loan **agreement** is **negotiated** (i.e. loan amortization schedule)

SIB loan agreement must be **approved by the local government**





- SIB is a low-cost transportation financing tool.
- On or off system roads may be eligible.
- Interest rate is fixed at the time of application.
- Entire process takes approximately 4-6 months.
- Transportation Commission approval is required for all applications.



Contact information:

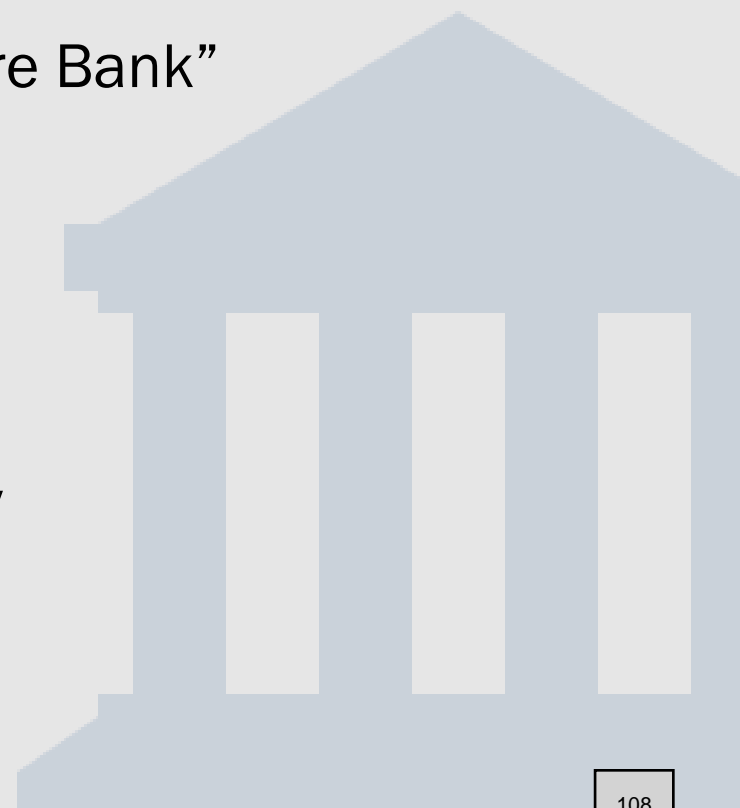
Dallas Teston

512-463-9958

Dallas.Teston@txdot.gov

TXDOT.gov and search “State Infrastructure Bank”

- SIB Application
- General program information
 - Informational flyers
 - Sample resolutions for the local entity





AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/23/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240123-008; resolution by the City Council of the City of Angleton, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation; and approving other matters incidental thereto.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

The City Council of the City of Angleton, Texas is considering the issuance of a series of certificates of obligation to fund a all or any part of the costs associated with (i) the construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; (ii) the construction of drainage improvements, and (iii) the costs of professional services related thereto in conjunction with the Angleton Better Living Corporation (the ABLC). It is the City's intent that the debt service on the proposed certificates of obligation will be paid from funds provided by the ABLC under a contract with the City.

If the resolution is approved by City Council, the City Secretary will publish and post in the manner required by law Exhibit A enclosed, notice of the City's intention to issue the Certificates.

If the resolution is approved by City Council, the Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be before the 45th day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least 45 days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. The determination as to the approval of the sale of the Certificates of Obligation would take place at a meeting to be held on March 12, 2024.

For the purposes of the Notice, the resolution designates as self-supporting those public securities listed in the attached Exhibit B enclosed, the debt service on which the City currently pays from sources other than ad valorem tax collections.

The resolution also contains findings and determinations that serve as the City's official declaration of intent under federal tax law to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A.

If the resolution is approved by City Council, the City's financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, will be authorized and directed to proceed with the necessary arrangements for the sale of the Certificates. It further authorizes the preparation and distribution of a Preliminary Official Statement and Notice of Sale relating to the Certificates and authorizes the Mayor, City Manager, or Finance Director to approve the final form of and deem final the Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 20240123-008; resolution by the City Council of the City of Angleton, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation; and approving other matters incidental thereto.

RESOLUTION NO. 20240123-008

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

WHEREAS, the City Council of the City of Angleton, Texas (the “City”) deems it advisable to issue certificates of obligation of the City (the “Certificates”) in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to authorize the preparation of a preliminary official statement (“Preliminary Official Statement”) and notice of sale (“Notice of Sale”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council of the City (the “City Council”) and made a part hereof for all purposes.

SECTION 2. The City Secretary is hereby authorized and directed to cause to be published and posted in the manner required by law and in substantially the form attached hereto as Exhibit A, notice of the City’s intention to issue the Certificates (the “Notice”).

SECTION 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be before the 45th day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least 45 days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

SECTION 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

SECTION 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Resolution and the Notice serve as the City’s official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for

an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

SECTION 6. The City’s financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, are hereby authorized and directed to proceed with the necessary arrangements for the sale of the Certificates.

SECTION 7. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement and Notice of Sale relating to the Certificates and authorizes the Mayor, City Manager, or Finance Director to approve the final form of and deem final the Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

SECTION 8. The Mayor, City Manager, Finance Director, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

SECTION 9. This resolution shall take effect immediately from and after its passage by the City Council.

SECTION 10. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

PASSED AND APPROVED THIS 23RD DAY OF JANUARY, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Angleton, Texas (the “City”), will meet at 120 S. Chenango Street, Angleton, Texas, 77515 at 6:00 p.m. on the 12th day of March, 2024, which is the time and place tentatively set for the final passage of an ordinance authorizing the issuance by the City of a series of certificates of obligation (the “Certificates”) and such other action as may be deemed necessary to authorize the issuance of the Certificates, in the maximum aggregate principal amount not to exceed \$4,500,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s waterworks and sanitary sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; (ii) the construction of drainage improvements, and (iii) the costs of professional services related thereto. The estimated combined principal and interest required to pay the Certificates on time and in full is approximately \$6,589,225. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 20240123-008, dated January 23, 2024, which resolution is available from the City upon request) is \$12,720,000. Based on the City’s expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$18,211,036.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, THIS 23RD DAY OF JANUARY, 2024.

Michelle Perez, TRMC
City Secretary
City of Angleton, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

\$23,415,000 **Total Principal Amount Designated as Self-Supporting**

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation

Combination Tax and Revenue Certificates of Obligation, Series 2022

Combination Tax and Revenue Certificates of Obligation, Series 2021

Combination Tax and Revenue Certificates of Obligation, Series 2020

Combination Tax and Revenue Certificates of Obligation, Series 2019

Combination Tax and Revenue Certificates of Obligation, Series 2018

General Obligation Refunding Bonds, Series 2016

Combination Tax and Revenue Certificates of Obligation, Series 2015

Combination Tax and Revenue Certificates of Obligation, Series 2013

General Obligation Refunding Bonds, Series 2013

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, the undersigned officer of the City Council of the City of Angleton, Texas, hereby certify as follows:

1. The City Council of the City of Angleton, Texas, convened in a regular meeting on the 23rd day of January, 2024, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|-------------------|---|
| John Wright | Mayor |
| Travis Townsend | Mayor Pro-Tem and Councilmember, Position 2 |
| Christiene Daniel | Councilmember, Position 1 |
| Terry Roberts | Councilmember, Position 3 |
| Cecil Booth | Councilmember, Position 4 |
| Tanner Sartin | Councilmember, Position 5 |

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 20240123-008

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Members shown present voted "Aye."

_____ Members shown present voted "No."

_____ Members shown present abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THIS 23RD DAY OF JANUARY, 2024.

[SEAL]

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 23, 2024

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

AGENDA CONTENT: Discussion, and possible action on selecting a date and time for the 2024 Council Strategic Planning Workshop.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: N/A

EXECUTIVE SUMMARY:

In September 2022, City Council, the City Manager, and the Senior Leadership Team met for a Strategic Planning Workshop. Group breakout sessions and planning activities such as a (SWOT) Strengths, Weaknesses, Opportunities, and Threats analysis to derive Strategic Priorities for the City.

City Council is asked to discuss and determine a date and time of the next workshop. The 2024 Strategic Planning Workshop will take place under the direction of the City Manager, Staff.

RECOMMENDATION:

City Council should discussion, provide feedback, and determine a date for the 2024 Council Strategic Planning Work Session.