



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Christiene Daniel, Mark Gongora, Travis Townsend
City Manager | Chris Whittaker
Interim 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, JULY 26, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of employee service awards.
2. Presentation of July Keep Angleton Beautiful Yard of the Month and Business of the Month.

EXECUTIVE SESSION

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

3. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - evaluation of the Presiding Judge, pursuant to Section 551.074 of the Texas Government Code.
4. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - appointment of City Secretary, pursuant to

Section 551.074 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code.

5. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.

OPEN SESSION

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

CONSENT AGENDA

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

6. Discussion and possible action on the selection of BlueTeam as the City's restoration vendor.
7. Discussion and possible action to include single-family residential units in the Windrose Green subdivision, by addendum, to the current contract between the City of Angleton and Waste Connections of Texas, LLC.
8. Discussion and possible action on a resolution finding that the Brazoria County parade serves a public purpose and authorizing the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of state right-of-way, providing an open meeting clause and providing an effective date.
9. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through September 8, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

REGULAR AGENDA

10. Discussion and possible action on Amendment No.1 with HDR Engineering, Inc. to revise the Notice of Establishment (NOE) for Engineering Quiet Zone Reaffirmation Project.
11. Discussion and possible action to donate the Fire Department's old Engine 4 to the Brazoria County Fire Field for training purposes only.
12. Update on Angleton Operations Complex.
13. Discussion and possible action on a minor plat application and variances for 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380.
14. Discussion and possible action on the preliminary replat of Angleton Park Place Section 1.

- [15.](#) Discussion and possible action on a proposed land plan for property located on the southwest corner of CR 220 and SH 288B.
- [16.](#) Discussion and possible action on combining Angleton Better Living Corporation (ABLC) and the Parks and Recreation Board, including roles and responsibilities.
- [17.](#) Discussion and possible action on a financial plan revolved around half cent sales tax subsidy for park, Angleton Recreation Center and recreation division operational costs.
- [18.](#) Discussion and possible action on the development agreement for the Live Oak Ranch Subdivision.
- [19.](#) Discussion and possible action on Change Order No. 1 with HTI Construction, Inc., for Ridgcrest and Robinhood Lane, 2021 Street Bond Project.
- [20.](#) Discussion and possible action on the Capital Improvement Plan (CIP).
- [21.](#) Discussion and possible action on a resolution regarding a finance contract for the purpose of financing "Law Enforcement Software".
- [22.](#) Discussion and possible action on a resolution authorizing the City to fund the 25% match for a Hazard Mitigation Grant to fund a generator at the Angleton Recreation Center.

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, Interim City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, July 22, 2022 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
Interim City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Presentation of employee service awards.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of a Service Awards.

10 Years-Geri Gonzalez- Recreation Superintendent

Judge Jeffrey Gilbert

15 Years Robert Salazar, Public Works Maintenance Technician

25 Year Assistant Police Chief Chris Dahlstrom

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/26/2022

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

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

AGENDA ITEM SECTION: Ceremonial Presentation

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

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Virgil and Belinda Cutright at 612 Holly Street and Business of the Month to NAPA Auto Parts at 2705 N Velasco.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action pursuant to the Texas Government Code, Section 551.017 to deliberate the evaluation of the Presiding Judge.

AGENDA ITEM SECTION: Executive Session

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Discussion and possible action pursuant to the Texas Government Code, Section 551.074 to deliberate the evaluation of the Presiding Judge.

RECOMMENDATION:

Recommend the review of the evaluation of the Presiding Judge pursuant to the contractual agreement.



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the appointment of a City Secretary.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$117,252.34

FUNDS REQUESTED: \$117,352.34

FUND: 01-510-105; 01-510-125; 01-510-126; 01-510-143

EXECUTIVE SUMMARY:

The former city secretary separated employment with the city on July 5, 2022. Michell Perez is the current Interim City Secretary.

In accordance with the City of Angleton City Charter, Section 4.03 City Secretary, the City Manager, with the approval of the city council, shall appoint a competent person as a city secretary.

RECOMMENDATION:

Staff recommends council appoint Michelle Perez as the City of Angleton, City Secretary.



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the selection of BlueTeam as the city's restoration vendor.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

The city has not historically maintained a vendor agreement for restoration services pre-weather or another catastrophic event that could damage or impact our facilities.

In accordance with the Code of Ordinance Section 2-144 Formal bidding process, an RFP was published in The Facts for a two-week period beginning May 17, 2022, and closed on June 21, 2022; the RFP was also posted on the City's webpage.

The City received two responses to the RFP, one response was disqualified for failing to include mandatory forms as outlined in the RFP. The respondent BlueTeam was the only bidder who complied with the requirements of the RFP and is experienced in a variety of restoration services and FEMA documentation.

The intent of this RFP was to establish a relationship with a vendor for restoration services in the event the city suffers damage due to a weather event or other catastrophic loss. Many times, restoration companies are busy immediately following an event, and the city would like to ensure a rapid response from a vendor who is experienced in restoration services as well as the documentation necessary to successfully recover funds from FEMA where applicable

There is no cost to partner with BlueTeam. If the City needs its services during the two-year agreement, the cost will be presented to the City Council for approval when applicable and will be directly associated with the restoration service provided. Included in the BlueTeam response to the RFP is a list of estimated costs for material and labor. BlueTeam has local staff in the Houston Metropolitan area for response needs.

At no time does this agreement preclude the city from using another restoration company should BlueTeam be unable to respond timely.

RECOMMENDATION:

Staff recommends a two-year agreement with BlueTeam for restoration services.



City of Angleton
REQUEST FOR PROPOSAL

Proposal Reference Number: RFP # RM-06-2022

Project Title: Restoration Services

Proposal Closing Date: 12:00 P.M.(CST), Tuesday, June 21, 2022

No Proposals submitted after the above deadline will be accepted.

Contact: Colleen Martin
City of Angleton
Director of HR & Risk Management
cmartin@angleton.tx.us
979-849-4364x2132

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Angleton, Texas

Request for Proposal

I. Introduction

- A. Project Overview: The City of Angleton is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix H – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Colleen Martin, Director of HR & Risk Management. Contact information is provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person noted in H – Scope of Services.
 - iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to the City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Submittals must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the proposal document or the submittal will be considered Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix B. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City or submits an application, response to a request for proposals or proposals, correspondence, or other writing-related to any potential agreement with the City. If no conflict exists, the offeror must mark the form Not Applicable or NA and return it with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Angleton. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Physical and Mailing Address: City of Angleton, 121 South Velasco Street,
Angleton, Texas 77515

Email Address: cmartin@angleton.tx.us

3. General Information

A. **Tax-Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.

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

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or contractor acknowledges that the solicitation is part of any resulting contract of the solicitation, as Exhibit A.

C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Angleton is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Angleton is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; the vendor is required to complete Appendix C (certifying that the company does not Boycott Israel), in the solicitation document, if the company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

F. **Agreement To Not Boycott Israel:** By responding to the RFP the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 2270 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

G. **Historically Underutilized Businesses (HUB's)** are encouraged to participate in the bid/RFP processes. Although City of Angleton does not certify HUB vendors, City of Angleton recognizes the certifications of other governmental entities. If you are certified by a government entity, please submit the certificate with your response.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a

prime contractor and subcontractors are to be let by prime contractor; the following affirmative steps are required of the prime contractor:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. 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.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. 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.
- F. City of Angleton must take all necessary affirmative steps to assure those minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4. **RFP Withdrawals and/or Amendments**

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Director of HR & Risk Management of their intent to Proposal but fail to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

An award of a contract to a vendor(s) does not guarantee the vendor(s) that the City shall not guarantee any particular volume use, number, or sales of goods or services.

6. **Proposal Submittal Requirements**

- A. Submittal Packet – How to submit: All Proposals must be submitted with two copies in writing. No Proposal will be accepted by email or fax. Proposals submitted by mail or hand delivery will be marked with the date received on the outside of the packet.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including required documents will be considered non-responsive. Offerors must submit their Proposals with the forms provided herein, otherwise, they will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded by the City Secretary's Office shall be the official time of receipt. The City is not responsible for late submission regardless of the

reason. Late Proposals will not be considered under any circumstances and will not be returned to the Proposer.

- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn, or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings if applicable, those may be submitted landscape on 8-1/2" x 11" pages. **The package must be in the order required in the Scope of Services.** The submittal must be typewritten, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal.
- G. Questions and Responses: Questions regarding proposals must be addressed to the Risk Manager cmartin@angleton.tx.us. The subject line must read "RFP# RM-06-2022 Restoration Services". The question deadline will be addressed in Appendix H-Scope of Services. Responses will be answered after the question deadline in the form of an **Addendum**. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Director of HR & Risk Management will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix H-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Angleton shall be grounds for disqualification.** Vendors shall not contact any City of Angleton personnel during the proposal process without the express permission from the City's Risk Manager.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Angleton's Director of HR & Risk Management. All presentations and/or meetings between the City of Angleton and the vendor relating to this proposal shall be

coordinated by the City of Angleton Director of HR & Risk Management. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.

- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity, or non-compliance by the Proposer with specifications, instructions, and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix H– Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Angleton to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective offeror who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of Angleton's Risk Manager within three working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Risk Manager will promptly issue a decision in writing, via electronic mail, to the protesting person.
 - i. All protests lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address, and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
 - ii. In the case of request for proposals, the City of Angleton Risk Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.
 - iii. The City of Angleton's City Manager has the authority to render the final

determination regarding the protest. Any determination rendered by the City of Angleton's City Manager will be final.

- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Angleton has established an appropriation (allocation) of funds for this project, if, in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Angleton for cause:
- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Angleton may terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Angleton, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- N. Terminate for Convenience: This contract may be canceled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of offer)

Appendix A (pages 9 through 12) must be included in the submittal.

Appendix B – J (pages 17 through 38) all forms must be complete and included in the submittal.

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

- Appendix B-Conflict of Interest
- Appendix C- Houston Bill 89 Verification
- Appendix D-Property Tax Statement
- Appendix E-Nepotism
- Appendix F-Non-Collusion Statement

- Appendix G-Certification Regarding Debarment
- Appendix H-Scope of Services
- Appendix I-Federal Clauses
- Appendix J- Certification of Interested Parties

All proposals submitted to the City of Angleton shall include this page with the submittal.			
RFP Number:	RM-06-2022		
Project Title:	Restoration Services		
Submittal Deadline:	June 21, 2022, 12:00 P.M. (CST),		
Offeror			
<u>Offeror Information:</u>			
Offeror's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Offeror Authorization</u>			
<p>I, the undersigned, have the authority to execute this Offer in its entirety as submitted and enter into a contract on behalf of the Offeror.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix A – Proposal Document (continued)

I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Proposers should utilize this section to describe the technical aspects, capabilities, features, and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix H. Promotional literature, brochures, or other technical information may be used.
- B. **Guarantees and Warranties:** Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** The Bidder shall submit a Rate Schedule for labor that the Bidder anticipates may be required to provide a complete response to any potential event/loss.

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective upon execution by the City of Angleton until June 30, 2024.

4. **Proposer’s Experience / Staff**

- A. **Project Team:** Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information that details their experience.
- B. **Business Establishment:** State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years experience the business has ____ and the number of employees:_____.

- C. **Project Related Experience:** All Bids must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrate the Proposer’s ability to logically plan and complete the requested project.

5. **References**

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State, and/or Local Identification Information

- A. Centralized Master Bidders List registration number:_____.
- B. Prime contractor HUB / MWBE registration number:_____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # - - .
- D. Dun and Bradstreet Number-Data Universal Numbering System (DUNS):_____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Angleton to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of products or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by e-mail with any change to the contact’s name or phone number of these emergency contacts. Updates may be emailed to cmartin@angleton.tx.us

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business if any. In general, orders will be placed using a City of Angleton procurement card (Master Card) or City-issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers, and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract#: _____

Description:_____

Primary Contact (Name):_____

Primary Contact Phone Numbers: Home:_____ Cell:_____

Secondary Contact (Name):_____

Secondary Contact Phone Numbers: Home:_____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

I. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Angleton Attention: Accounts Payable, 121 S. Velasco St, Angleton, Texas 77515.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome, and which substantially interferes with operations.
- E. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (d) The original contract price may not be increased under this section by more than 25

percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Changes to the contract may not be made by either party without the consent of both parties and following all applicable laws, including, but not limited to the City Charter of Angleton or the State of Texas Local Government Code.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers' Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded to the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee, or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he and his employees and or subcontractors hold all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be reviewed and approved by signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils' agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Angleton. Only the City Manager may enter into a contract on behalf of the City of Angleton as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City Attorney prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and

Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex, or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix H) as City may require, naming the City of Angleton as the additional insured:
- i. Workers' Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas.
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per-occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements.
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
 - iv. Professional Liability, Errors, and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Angleton, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone

under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute, or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount ensuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project.
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members.
2. City Manager.
3. Board and Commission members and appointed members by the Mayor and City Council.
4. Directors of 4A and 4B development corporations.
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Angleton who have authority to sign contracts on behalf of the City.

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

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing-related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

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

Date
Received

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

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

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

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ, as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

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

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

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business, or individual with the City of Angleton, Texas.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Angleton, Texas has adopted the following policy:

The City of Angleton will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation or any other legal form.

____ I do not owe the City property taxes that are delinquent.

____ I owe City property taxes that are delinquent on property located at

Proposer’s Printed or Typed Name

Proposer’s Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS, OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

THE CITY OF ANGLETON, TEXAS DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix H – Scope of Services

1. **Project Title:** Restoration Services

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Colleen Martin, Director of HR and Risk Management**, Phone. 979-849-4364 x2132, e-mail: cmartin@angleton.tx.us

3. **Proposal Evaluation Factors**

Emphasis	Factor
25%	Cost
25%	Service Provided
20%	Personnel and Available Equipment
15%	Experience
10%	HUB Status
5%	Proximity to Angleton

4. **Brand Manufacturer Reference**

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

5. **Key Events Schedule**

Proposal Release Date: May 17, 2022

Deadline for Submittal of Written Questions: June 10, 2022

Opened by City: June 21, 2022

Anticipated Evaluation Review Date: NLT June 30, 2022

Preproposal Conference (if needed): June 27, 2022

Anticipated Award Date: July 1, 2022

6. Scope of Services

Request for Proposals Moisture Control Remediation Services

Introduction

The City of Angleton is seeking sealed proposals for Restoration Services to include a moisture control management plan and a document recovery management plan that entails the preservation and recovery of documents.

Scope of Services

The City of Angleton wishes to enter into an agreement with a company focused on restoration services after damages as a result of various catastrophic and non-catastrophic events. The scope of services will include a moisture control plan as well as a document recovery management plan. The purpose of this RFP is to attempt to save and restore buildings and documents. Proposers understand the agreement is for the period of July 1, 2022, through June 30, 2024, and the terms set out in the proposer's response shall not change during the agreement period unless unforeseen circumstances arise, and the proposer and city are in agreement as to any and all changes.

The restoration services will involve (but will not be limited to) the following:

- Structural Drying/Sheetrock Removal
- Baseboard removal
- Temporary Climate Control
- Temporary Power
- Temporary Repairs
- Water Extraction
- Hazardous Material Remediation
- Document Recovery
- Debris Removal (inside the damaged building)
- Content Removal (inside the damaged building)
- Mold Abatement
- Bloodborne pathogen remediation.
- Haul-off and Removal of debris related to restoration

The following is a current list of City-owned facilities to be covered by this RFP:

- Animal Control – 535 S. Anderson 6,000 square feet
- City Hall – 121 S. Velasco 14,957 square feet
- Fire Station #1 – 221 N. Chenango 10,890 square feet
- Fire Stations #2 – 1069 E Cemetery Rd. 1,600 square feet
- Fire Station #3 – 2743 N. Velasco St 6,371 square feet
- Angleton Recreation Center – 1601 N/ Valderas 57,720 square feet
- Police Department – 104 Cannan Dr 15,167 square feet
- Angleton Operations Center —901 S. Velasco St 11,880 square feet

This list is not an all-inclusive list of properties that will be covered by this contract as facilities may be added or deleted from inventory in the future.

Cost of Proposal

The cost proposal shall include an all-inclusive list of required labor, materials, and equipment. The list must be itemized with labor description and unit cost. Ensure pricing conforms to FEMA post-disaster limits and guidelines.

In addition to the cost proposal, provide a comprehensive cost for services for the following scenario utilizing the proposed pricing. The following scenario shall be used for evaluation purposes only:

- **Sample scope of service:**

Remove the residual water and remediate all damages to the 14,500 square foot facility, after a 2-foot storm surge, in preparation for permanent repairs.

Sample pricing should include the use of temporary power and dehumidification, description of product/ labor, unit pricing, quantity, extended cost, and the total bid amount.

Order of Submittal

Proposals must be submitted via mail USPS or another mail service, or hand-delivered to Angleton City Hall 121 South Velasco Street, Angleton, Texas 77515. Electronic submissions will not be accepted. If additional information provided is not in a category listed below, include a miscellaneous section with a tab page entitled "Miscellaneous". Failure to follow the instructions above may result in the disqualification of the submittal.

Proposals must be submitted in the following order:

- A. Executive Summary
- B. Proposed Products and/or Services- Include operational outline, response time, itemized, unit cost of available equipment, and manpower.
- C. Cost of Proposed Products and/or Services- Ensure pricing conforms to FEMA post-disaster limits and guidelines.
- D. Cost of Sample Scope of Services
- E. Proposer's Experience / Staff - Please refer to section page 10, section 4. of the solicitation document for instructions
- F. References preferably cities or other government agencies
- G. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, and any Acknowledgement of Addenda when applicable.

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgment of the offeror and are considered part of the contract between the City of Angleton and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide the City of Angleton City Manager or designee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Angleton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to the City of Angleton, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:** Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a

classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Angleton shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Angleton may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be

maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work has been performed a copy of all payrolls to the City of Angleton for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without a rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the

applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the

U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, _____ (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Angleton, Texas.

Signature of Authorized Company Representative

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE SOLICITATION.

Appendix J Certificate of Interested Parties Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																									
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																									
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																											
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																											
4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; padding: 5px;">Name of Interested Party</th> <th style="width: 20%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <td></td> <td></td> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																									
		Controlling	Intermediary																																								
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																											
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																											
ADD ADDITIONAL PAGES AS NECESSARY																																											

RECEIVED
JUN 22 2022

June 20, 2022

City of Angleton
121 S. Velasco Street
Angleton, TX 77515

Attn: Ms. Colleen Martin
Director of HR & Risk Management

RE: BlueTeam – Response to Request for Proposal for Emergency Services

Dear Ms. Martin,

Please accept this package in response to the City's requests for proposals in consideration of awarding a contract for the provision of emergency response and restoration services.

BlueTeam is honored for the opportunity to be considered to partner with the City.

Thank you in advance for your consideration,

Robert



Robert Rubenstein
Chief Strategy Officer

APPENDIX "A"

1. Proposed Products and/or Services

- a. Product or Service Description: Provided here with is a folder containing information about BlueTeam, our Mission and Values, our Restoration, Construction and Roofing services, our storm response program, our experience with municipalities and institutional markets, our technology and our "No Charge Rate Sheet" – which is items that we provide free of charge to our clients!

2. Cost of Proposed Products and/or Services

- a. Pricing: Attached here to is our 2022 Rate Sheet. Our clients are afforded our discounted "BlueLine" Rates.

3. Term of Contract and Option to Extend: From execution through June 30, 2024.

4. Proposer's Experience/Staff:

a. Project Team:

BlueTeam is company owned and operated which allows us to manage and maneuver one of the nation's largest fleets of personnel and equipment with full autonomy to service our clients at an unparalleled level for their restoration needs. The company is built on a backbone of general contracting; our clients were tired of dealing with unscrupulous restoration companies and asked if we could assist them with their remediation needs. That was over a fifteen years ago, and we're still going strong.

Our CEO, Bryan Meklir, a former Ernst & Young Entrepreneur of the Year winner, brings a customer-forward innovative approach to building a technology-leveraged service culture. Jack Kalinski, our Vice President for the Central Region, brings nearly 25 years of hands-on experience construction and restoration experience to bear. Robert Rubenstein, our Chief Strategy Officer, served as Risk Manager for the Blackstone Group's hospitality assets for 14 years. Corey Hancock, another of our VPs has spent his entire career in the restoration field working on some of the most complex claims the industry has seen.

Kenny DeLoach, our Vice President of Technical Services, started his career as a trade apprentice and learned construction literally from the ground up. It is that earned experience that affords him the encyclopedic knowledge he applies today. Greg Goeckel's military background serves at the core of his professionalism as the National Director of Construction. And lastly, Paul Schwartz is our Director of Large Losses, a position he's earned after a 30 year career leading the mitigation and restoration charge against some of the largest losses of the last quarter century.

In addition to these leaders, we have a full time staff of approximately 200 professional Project Directors, Project Managers, Restoration Supervisors, and dedicated field staff that is committed to delivering best-in-class, communicative, service excellence!

- b. Business Establishment: BBMK Contracting LLC d/b/a BlueTeam, has been in business for approximately 15 years providing general contracting and restoration services to our exclusively commercial, municipal, industrial, and retail clients (we do not do residential work). We are proud of our approximately 200 full time employees through whose hard work and dedication we can support our clients in their time of need.
- c. Project Related Experience:
 - i. Using the **prior three years** as a measure, **BlueTeam has performed over 1,700 restoration jobs for our clients**, ranging in size from total catastrophic losses incurred during hurricanes to minor sink overflows.
 - ii. During winter storm Uri we performed 246 jobs on behalf of our clients.
 - iii. With approximately 10,000 company-owned pieces of equipment, BlueTeam possess one of the largest inventory of restoration equipment in the country.
 - 1. There are 1,300 pieced of equipment in Texas:
 - a. 428 Loaded on Trailers ready to deploy
 - b. 395 Stationed on our fleet of box trucks, ready to roll
 - c. And 477 standing by in our warehouses ready for immediate deployment.
 - iv. Our proprietary software platform gives our clients unfettered access to all of their project data in real time, allowing them to see Daily Field Reports, moisture maps, progressive photo logs of job progression, daily labor sign in sheets, costs incurred to date. Here is a link to a short video which highlights some of the systems functionality and capabilities: <https://vimeo.com/480159471>

5. References:

The below references evidence our long-term partnership approach. BlueTeam is privileged to provide comprehensive mitigation and restoration services to our clients for everything from multimillion dollar catastrophic losses, to minor day-to-day inconveniences.

CorePoint Lodging (owner of the LaQuinta hotel brand)
Jon Lundsten
Director of Facilities
JonLLundsten@corepoint.com
817-846-6215

BlueTeam has been a primary provider of restoration, construction, and roofing services to CorePoint's LaQuinta brand nationally and throughout Texas.

Island Hospitality Management

Samuel T. Logan
Vice President Risk Management
Slogan@ih-corp.com

561-227-1371

BlueTeam has supported Island's portfolio of 200+ hotels for all their restoration needs.

Senior Lifestyle
Dennis Shaughnessy
Vice President of Risk Management Services
DShaughnessy@seniorlifestyle.com

708-285-4448

Senior Lifestyle is one of the largest manager/operators of senior care facilities in the country and has been a longstanding BlueTeam partner.

Sodalis Senior Living
Traci Taylor-Roberts
President
ttaylor@sodalissenior.com

830-624-1044

BlueTeam earned Sodalis' restoration business, portfolio-wide, after contracting for over 20+ reconstruction projects

6. Trade Secrets and/or Confidential Information:

- a. This proposal DOES NOT contain any trade secrets nor confidential information.

7. Federal, State, and/or Local Identification Information:

- a. BBMK Contracting LLC d/b/a BlueTeam's Dun and Bradstreet Number (DUNS) is: 828796941
- b. BBMK Contracting LLC's Mold Remediation License Number is: RCO1461 (Exp. 5/26/23) (Copy of license provided herewith.)

8. Emergency Business Services Contact Notice:

BlueTeam
Emergency Response, Mitigation, Restoration, Reconstruction, Roofing
24/7 Emergency Contact Hotline: 855-522-8500
This number is staffed 24/7/365

BLUETEAM DOES NOT CHARGE AN AFTER-HOURS EMERGENCY OPENING FEE.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of offer)


Appendix A (pages 9 through 12) must be included in the submittal.

Appendix B – J (pages 17 through 38) all forms must be complete and included in the submittal.

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

- Appendix B-Conflict of Interest
- Appendix C- Houston Bill 89 Verification
- Appendix D-Property Tax Statement
- Appendix E-Nepotism
- Appendix F-Non-Collusion Statement

- Appendix G-Certification Regarding Debarment
- Appendix H-Scope of Services
- Appendix I-Federal Clauses
- Appendix J- Certification of Interested Parties

All proposals submitted to the City of Angleton shall include this page with the submittal.	
RFP Number:	RM-06-2022
Project Title:	Restoration Services
Submittal Deadline:	June 21, 2022, 12:00 P.M. (CST),
Offeror	
Offeror Information:	
Offeror's Legal Name:	BBMK CONTRACTING LLC dba BLUETEAM
Address:	6400 PARK OF COMMERCE BLVD. , SUITE 1B
City, State & Zip	BOCA RATON, FLORIDA 33487
Federal Employers Identification Number #	26-3188529
Phone Number:	954-928-3870
Fax Number:	
E-Mail Address:	RRUBENSTEIN@BLUETEAMCORP.COM
Offeror Authorization	
<p>I, the undersigned, have the authority to execute this Offer in its entirety as submitted and enter into a contract on behalf of the Offeror.</p> <p style="text-align: right;">ROBERT RUBENSTEIN</p> <p>Printed Name and Position of Authorized Representative: <u>CHIEF STRATEGY OFFICER</u></p> <p>Signature of Authorized Representative: <u></u></p> <p>Signed this <u>20th</u> (day) of <u>JUNE</u> (month), <u>2022</u> (year)</p>	

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members.
2. City Manager.
3. Board and Commission members and appointed members by the Mayor and City Council.
4. Directors of 4A and 4B development corporations.
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Angleton who have authority to sign contracts on behalf of the City.

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

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing-related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

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

Date
Received

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

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

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

N/A

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ, as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

N/A

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

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

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

I, ROBERT RUBENSTEIN (Person name), the undersigned representative of (Company or Business Name) BBMK CONTRACTING LLC dba BLUETEAM (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business, or individual with the City of Angleton, Texas.

6/20/22
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Angleton, Texas has adopted the following policy:

The City of Angleton will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

IBMK CONTRACTING LLC dba BLUETEAM

Proposer's Printed or Typed Name

ROBERT RUBENSTEIN



Proposer's Signature

6/20/22

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement


THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS, OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR BBMK CONTRACTING LLC dba BLUETEAM

ADDRESS 6400 PARK OF COMMERCE BLVD., 1B
BOCA RATON, FL 33487

PHONE 954-928-3870

FAX _____

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) ROBERT RUBENSTEIN

POSITION WITH COMPANY CHIEF STRATEGY OFFICER

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL (PRINTED NAME) ROBERT RUBENSTEIN

OFFICIAL POSITION CHIEF STRATEGY OFFICER

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

THE CITY OF ANGLETON, TEXAS DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

ROBERT RUBENSTEIN
(Printed or typed Name of Signatory)


(Signature)

6/20/22
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix H – Scope of Services

1. **Project Title:** Restoration Services

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Colleen Martin, Director of HR and Risk Management**, Phone. 979-849-4364 x2132, e-mail: cmartin@angleton.tx.us

3. **Proposal Evaluation Factors**

Emphasis	Factor
25%	Cost
25%	Service Provided
20%	Personnel and Available Equipment
15%	Experience
10%	HUB Status
5%	Proximity to Angleton

4. **Brand Manufacturer Reference**

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

5. **Key Events Schedule**

Proposal Release Date: May 17, 2022

Deadline for Submittal of Written Questions: June 10, 2022

Opened by City: June 21, 2022

Anticipated Evaluation Review Date: NLT June 30, 2022

Preproposal Conference (if needed): June 27, 2022

Anticipated Award Date: July 1, 2022

6. Scope of Services

Request for Proposals Moisture Control Remediation Services

Introduction

The City of Angleton is seeking sealed proposals for Restoration Services to include a moisture control management plan and a document recovery management plan that entails the preservation and recovery of documents.

Scope of Services

The City of Angleton wishes to enter into an agreement with a company focused on restoration services after damages as a result of various catastrophic and non-catastrophic events. The scope of services will include a moisture control plan as well as a document recovery management plan. The purpose of this RFP is to attempt to save and restore buildings and documents. Proposers understand the agreement is for the period of July 1, 2022, through June 30, 2024, and the terms set out in the proposer's response shall not change during the agreement period unless unforeseen circumstances arise, and the proposer and city are in agreement as to any and all changes.

The restoration services will involve (but will not be limited to) the following:

- Structural Drying/Sheetrock Removal
- Baseboard removal
- Temporary Climate Control
- Temporary Power
- Temporary Repairs
- Water Extraction
- Hazardous Material Remediation
- Document Recovery
- Debris Removal (inside the damaged building)
- Content Removal (inside the damaged building)
- Mold Abatement
- Bloodborne pathogen remediation.
- Haul-off and Removal of debris related to restoration

The following is a current list of City-owned facilities to be covered by this RFP:

- Animal Control – 535 S. Anderson 6,000 square feet
- City Hall – 121 S. Velasco 14,957 square feet
- Fire Station #1 – 221 N. Chenango 10,890 square feet
- Fire Stations #2 – 1069 E Cemetery Rd. 1,600 square feet
- Fire Station #3 – 2743 N. Velasco St 6,371 square feet
- Angleton Recreation Center – 1601 N/ Valderas 57,720 square feet
- Police Department – 104 Cannan Dr 15,167 square feet
- Angleton Operations Center — 901 S. Velasco St 11,880 square feet

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgment of the offeror and are considered part of the contract between the City of Angleton and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered forward.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide the City of Angleton City Manager or designee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Angleton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to the City of Angleton, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- 1. Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, _

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:** Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(l) The work to be performed by the classification requested is not performed by a

classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics are to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Angleton shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Angleton may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be

maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work has been performed a copy of all payrolls to the City of Angleton for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without a rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the

applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the

U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, ROBERT RUBENSTEIN (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Angleton, Texas.



Signature of Authorized Company Representative

6/20/22

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE SOLICITATION.

CERTIFICATE OF INTERESTED PARTIES

Item 6.

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BBMK Contracting LLC d/b/a BlueTeam
Boca Raton, FL United States

Certificate Number:
2022-901374

Date Filed:
06/20/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Angleton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RM-06-2022
Emergency Response, Mitigation, Restoration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is ROBERT RUBENSTEIN, and my date of birth is 9/25/65.

My address is WORK 6400 PARK OF COMMERCE BLVD, 1B, BOCA RATON, FL 33487 USA!
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in PALM BEACH County, State of FLORIDA, on the 20 day of JUNE, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

BlueTeam
Initial Damage Assessment



La Quinta Denver Louisville / Boulder

902 W Dillon Road

Louisville, Colorado 80027

Prepared for:

CorePoint Lodging

125 East John W Carpenter Freeway

Irving, Texas 75062

02/05/22

PROJECT NUMBER: 22-00217E

PROJECT DIRECTOR: Darren Gowers

PROJECT MANAGER: Thomas O'Hanlon

BACKGROUND: BlueTeam was contacted on 4 Feb 3:31 PM MST 2022 to respond to water damage to the La Quinta Denver Louisville / Boulder facility. It was reported that water above the lobby .

Client Reported as:

OVERVIEW OF DAMAGES: Water supply line ruptured causing damage to the walls and floor of the lobby and kitchen/pantry area.

BT Verified Upon Inspection:

- # Floors Affected: 1
- # Rooms Affected: 2
- Estimated Square Footage Affected: 1500.0

Lobby area and kitchen/food prep area affected by water from a ruptured pipe within the ceiling.

Investigations will take place to determine the exact extent of the damage. It is likely that removal of the kitchen cabinets and units within both the lobby and kitchen/prep areas will need to be removed to aid drying.

TODAY'S PROGRESS:

Notes: Lobby - Extract all standing water - Mop up remaining standing water - Place drying equipment
Pantry - Extract all standing water - Mop up remaining standing water - Place drying equipment

Site Tasks Performed:

- Mobilization - BlueTeam mobilized man power, trucks and equipment to the site location
- Site Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment - BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Monitor & Reset Equipment - BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included: 1

Room(s) included: Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

GOALS FOR TOMORROW: Pantry - Detach cabinets (upon approval) - Remove affected drywall (upon approval) - Reset drying equipment

ASSESSMENT EQUIPMENT UTILIZED: A Protimeter Surveymaster 5365, a Delmhorst HT-3000, and a FLIR C2 were utilized. We are using industry best practices to determine the extent of damage and affected materials.

INITIAL PHOTOS:



Front of structure



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Pantry; affected area



Pantry; affected area



Source



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Orig. Submitted: 02/07/22

BlueTeam Project 22-00217E - CO
Number:

To: **Jon Lundsten**
CorePoint Lodging
Director, Facilities

CC: **Sam Hudson**
CorePoint Lodging
Senior Director Asset Management

Loss: La Quinta Denver Louisville / Boulder
902 W Dillon Road
Louisville, Colorado, 80027

From: **Darren Gowers**
Project Director
BlueTeam

From: **Bryan Meklir**
Account Executive
BlueTeam

Re: broken pipe

Description of the Scope:

BlueTeam viewed the Water Loss at La Quinta Denver Louisville / Boulder located at 902 W Dillon Road, in Louisville, Colorado. Jon Lundsten with CorePoint Lodging requested the site inspection.

The following information is respectfully submitted as the necessary means required for stabilizing the structure and or contents to its pre-loss condition. Please note the below referenced scope of work is based upon preliminary investigation only. As additional items become apparent the scope and critical path may change.

General Standards

1. BlueTeam shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. BlueTeam will comply with applicable national safety codes and standards.
2. Required to have on all buildings per EPA/OSHA regulations, in BlueTeam's possession, a documented asbestos survey BEFORE any work commences regarding project demolition, removal of previously demolished debris (created by BlueTeam or any other entity,) or bagging of any possible ACM containing material/ debris. OSHA Code of Federal Regulations 1926.1101(F)(2) provides Initial Exposure Assessment knowingly or unknowingly. BlueTeam follows the EPA Guidelines for Asbestos NESHAP (Demolition/Renovation) Requirements.
3. BlueTeam shall maintain a copy of all current SDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

SCOPE OF WORK

The following material is presented in an order that insures all affected areas are properly addressed from a procedural point of view. The chronological sequence of events, in which these procedures will be performed, is discussed later in this proposal under Critical Path Management Program (CPM). The Scope of Service is broken into the following general areas of concern

- **BlueTeam** will provide any and all Consumable/Equipment to complete the Restoration and or dehumidification process.
- All employees will sign-in/sign-out prior to entering or exiting the property
- On-site Safety meeting will be held daily and logged
- All **BlueTeam** employees will be properly supervised with a management to technician of approx.: (1) Manager to (10) Technicians
- **BlueTeam** proposes to run crews on a 12-hour basis

- **Each shift will consist of:**

- (1) Project Director(s) - Darren Gowers
- (1) Project Manager(s) - Thomas O'Hanlon
- (1) Project Supervisor(s)

Please note that BlueTeam will scale up or scale down as requested by customer's priorities.

- **BlueTeam** proposes to complete the restoration work in approximately 14 working days, including weekends
- **BlueTeam** will provide a continual dumpster rotation to ensure debris is disposed of in a timely manner if necessary
- **BlueTeam** will work with CorePoint Lodging to address any special requirements that need to be prioritized to accommodate the critical path
- **BlueTeam** will provide certificate of insurance with insured named as additional

Detailed Scope of Work (Broken Out)



La Quinta Denver Louisville / Boulder
Louisville, Colorado

Loss Type Action

Date of Loss	Type of Loss	Event Name	Category of Loss	ACM Survey on File	Firm Utilized
02/04/22	Water		2	Yes	

Estimated square footage affected: 1500 sq. feet

Generalized Scope of Work

Group 1 - Work Area(s) Included:

Floor(s): 1

Room(s): Lobby , Pantry

Description of Work:

- Extract all standing water
- Manipulate all the contents away from the affected areas.
- Remove wall cabinets from within pantry/kitchen prep area.
 - Inventory all the contents that need to be manipulated away from the affected areas. *(Document any damaged pieces, along with photo documentation.)*
- Cover and protect the linens (Drapery)
- Utilize the moisture map to remove un salvageable building materials.
- Remove and discard the base trim.
- Clean and treat affected concrete slab.
- Cover & protect the contents during demo.
- Remove all the base plates/electrical covers / etc. bag and save for re-use.
- Take note of where the electrical lines run along with any water lines with in the demo area
- Chalk line all affected walls at a 2ft level.
- Remove & discard the affected sheetrock within the 2ft flood cut range.
- Remove & discard the affected insulation within the 2ft flood cut range.
- On lobby/pantry wall, remove and discard sheetrock full height from Pantry side.
- Remove and discard sheetrock from downstand/ceiling above lobby cabinets.
- Discard all debris into BlueTeam provided dumpsters.
- Hepa vac up all dust debris particles.
- Wipe down inside wall cavity and studs with an anti-microbial agent.
- Treat all affected areas with an anti-microbial agent.
- Encapsulate affected sheathing and wall studs with 40/20 antimicrobial- (if needed)
- After demo is complete wipe down room with an anti-microbial agent.
- After demo is complete Clean & deodorize all the commercial grade carpeting.

Equipment Utilization Summary

Equipment	Total Unit
Communication Package	1
Air Scrubber - HEPA Filtration Unit / Large	1
Dehumidifier - Refrigerant X Large	3
Fan - Axial	10
Fan - Snail Carpet blowers	8
Office Set - Scanner and Internet	1
Vacuum - Flood Pumper, Portable Extractor	1
Vehicle - Box Truck Large (24 ft - 28 ft)	1
Suction Hose - 2" (20' Section)	1

Initial Photos



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; affected area



Lobby; area flooded



Lobby; area flooded



Lobby; first responders equipment



Pantry; affected area



Pantry; affected area

Critical Path Management

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the restoration project is critical. Following acceptance of this scope of work, a Critical Path Management (CPM) Program will be established that will outline the definitive sequence of events and their corresponding time frames for completion of the project. This CPM Program will be formulated based solely on the sense of urgency as reflected by CorePoint Lodging, considering each phase of this operation. Coordination of all phases of this restoration project is critical to the successful, timely, and cost effective completion of the work. The sequence in which the work will be performed will be discussed following the determination of the Critical Path.

Important Points

This scope is an overview of the initial project. Some cleaning procedures outlined above may be changed at the discretion of **BlueTeam's** management to maximize effectiveness and efficiency any changes will be noted and submitted to all parties and described as change orders. This scope is not intended to be a sequential outline of work but rather an overview of the total project. Any changes or alterations to this scope at the request of building management may cause an adjustment to the total project cost.

It is assumed that **BlueTeam** will have necessary access to the facility. Common utilities such as water and electrical power must be readily available in suitable quantities. All work and services provided for in this scope are based on initial inspections of the damage. *Due to the unknowns in dealing with losses of this nature, some methods of the cleaning/restoration efforts may require adjustment as the job progresses. All work provided for in this scope is intended to be accomplished under "best effort" circumstances.*

Daily communication is critical for the success of any project. In an effort to keep all interested parties apprised of the status of this project, we request that the **BlueTeam's** on-site Project Manager and a designated representative from CorePoint Lodging meet daily. It is preferable that this representative have decision-making authority regarding any changes, either additions or deletions, to this scope of work.

Pricing

BlueTeam proposes to perform the scope of services as outlined above on a time and consumables contract based on the agreed upon Schedule of Rates that are included as attachment "A".

The estimated (Budgetary) price for the above referenced restoration scope is:

\$14,400.00 to \$16,600.00

Please note all associated back up will be produced to validate the final invoice amount.

** The above estimated amount does not include any applicable tax or required permitting fees.*



Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder

Client Name: CorePoint Lodging

Date of Loss: 02/04/22

Version: 3

Scheduling

BlueTeam will approach this project on a best-effort basis. The estimated completion time of the Restoration Cleaning is approx.: 14 working days based on a 12-hour workday.

It has been **BlueTeam's** pleasure to submit this proposal to Jon Lundsten with CorePoint Lodging. Thank you for your consideration and cooperation

Respectfully Submitted,

Darren Gowers
Project Director
BlueTeam

(561) 260-3468 (Mobile)
dgowers@blueteamcorp.com

Bryan Meklir
President
BlueTeam

(248) 330-0115 (Mobile)
bmeklir@bbmkcontracting.com

855.522.8500**24-hr Call Center**

Project Number: 22-00217E

Project Name: La Quinta Denver Louisville / Boulder



BlueTeam Daily Field Report



La Quinta Denver Louisville / Boulder
902 W Dillon Road
Louisville, Colorado 80027

Prepared for:

CorePoint Lodging
125 East John W Carpenter Freeway
Irving, Texas 75062

02/04/22 - 02/06/22

DETAILS

Date	Day	Day Shift PM		
02/04/22	1	Thomas O'Hanlon		
Day Shift Weather		Project Director	Safety Topic	
SUNNY		Darren Gowers	Dress for the Job	
Hygrometer Type	IR Therm Camera	Moisture Meter Type		
Delmhorst HT-3000	FLIR C2	Protimeter Surveymaster 5365		

DAILY PROGRESS

TODAY'S PROGRESS:

Notes:

- Lobby
- Extract all standing water
 - Mop up remaining standing water
 - Place drying equipment

Pantry

- Extract all standing water
- Mop up remaining standing water
- Place drying equipment

Site Tasks Performed:

- Mobilization - BlueTeam mobilized man power, trucks and equipment to the site location
- Site Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment - BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Monitor & Reset Equipment - BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

DELAYS OR UNFORESEEN CONDITIONS

None at this time.

PLANS FOR TOMORROW

Pantry

- Detach cabinets (upon approval)
- Remove affected drywall (upon approval)
- Reset drying equipment

PROGRESS PHOTOS



Front of structure



Lobby; first responders equipment



Lobby; water coming through ceiling and lights



Pantry; first responders equipment



Pantry; first responders equipment



Source

DETAILS

Date	Day	Day Shift PM		
02/05/22	2	Thomas O'Hanlon		
Day Shift Weather		Project Director	Safety Topic	
SUNNY		Darren Gowers	Accident Prevention	
Hygrometer Type	IR Therm Camera	Moisture Meter Type		
Delmhorst HT-3000	FLIR C2	Protimeter Surveymaster 5365		

DAILY PROGRESS

TODAY'S PROGRESS:

Notes:

- Lobby
- Set BTR drying equipment
- Extracted water from additional breaks

Pantry

- Extracted water from additional breaks

Site Tasks Performed:

- Site Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas
- Life, Health & Safety Assessment - BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons
- Power and Distribution - BlueTeam set up temporary power source and power distribution cables to energize the facility
- Monitor & Reset Equipment - BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas
- Equipment Placement - BlueTeam placed equipment in affected areas to dry impacted wet materials and to maintain environmental conditions, mitigating secondary damages due to microbial growth

DELAYS OR UNFORESEEN CONDITIONS

Found 5 more breaks in the water lines that have reflooded the lobby and pantry. All of the known breaks will be repaired by tomorrow morning.

PLANS FOR TOMORROW

Pantry

- Detach cabinets
- Remove affected drywall
- Bag all debris generated
- Adjust equipment as necessary

PROGRESS PHOTOS



Lobby; area flooded



Lobby; area flooded



Lobby; first responder equipment removal



Lobby; first responder equipment removal



Lobby; first responder equipment removal



Lobby; pipe break



Lobby; plumbers cuts



Lobby; plumbing repair



Lobby; plumbing repair

DETAILS

Date	Day	Day Shift PM		
02/06/22	3	Thomas O'Hanlon		
Day Shift Weather		Project Director		Safety Topic
SUNNY		Darren Gowers		Personal Protective Equipment – Eye Protection
Hygrometer Type	IR Therm Camera	Moisture Meter Type		
Delmhorst HT-3000	FLIR C2	Protimeter Surveymaster 5365		

DAILY PROGRESS

TODAY'S PROGRESS:

Notes:

Lobby

- Reset equipment to better target affected materials

Pantry

- Reset equipment to better target affected materials

Site Tasks Performed:

- Site Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as our initial impacted areas

- Life, Health & Safety Assessment - BlueTeam performed all health, life and safety checks to ensure the property is free and clear from any hazardous conditions for workers and patrons

- Monitor & Reset Equipment - BlueTeam monitored and reset equipment to maximize drying efficiency

Work Area Tasks Performed:

Group 1

Floor(s) included:1

Room(s) included:Lobby, Pantry

Tasks Performed:

- Assessment - BlueTeam Project Management evaluated all areas of the building to identify all rooms/areas impacted by the event. These areas are identified as the initially impacted areas

DELAYS OR UNFORESEEN CONDITIONS

Waiting for plumber to fix all of the burst pipes.

PLANS FOR TOMORROW

Pantry

- Detach cabinets

- Remove affected drywall
- Bag all debris generated
- Adjust equipment as necessary

PROGRESS PHOTOS



Equipment placement



Equipment placement



Equipment placement

855.522.850024-hr Call Center

Project Number: 22-00217E
Project Name: La Quinta Denver Louisville / Boulder

INVOICE #22-00217E-1F Amount Due (USD)
 Invoice Date: 03/11/22 **\$19,645.50**
 Invoice Type: Final

<p>Project #: 22-00217E</p> <p>Project Name: La Quinta Denver Louisville / Boulder</p> <p>Address: 902 W Dillon Road Louisville, Colorado 80027</p> <p>Ship To: CorePoint Lodging</p> <p>Address: 125 East John W Carpenter Freeway Irving, Texas 75062</p> <p>Due Date: 04/10/22</p> <p>Terms: Net 30 - Interest accrues at rate of 1% per month</p> <p>Remit To: BBMK CONTRACTING, LLC (d/b/a BlueTeam)</p> <p>Address: PO BOX 936689 ATLANTA GA 31193-6689</p>	<p>Description</p> <p>Services Performed - 02/04/22 - 02/17/22</p> <p>Total Discounts</p> <p>Subtotal</p> <p>Taxes</p> <p>Your Total</p>	<p>Amount</p> <p>\$21,367.25</p> <p>\$1,721.75</p> <p>\$19,645.50</p> <p>\$0.00</p> <p>\$19,645.50</p>
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Discount Details

BlueLine Savings	\$309.75	Total Annual Savings
No Charge Items	\$1,412.00	

954-928-3870
www.blueteamcorp.com

DETAILS

Number	Invoice Date	Payment Status	
22-00217E-1F	03/11/22	Paid	
Type	Total Invoice	Preferred Client Discount	Original Receivable
Final	\$19,645.50	\$0.00	\$19,645.50
Transactions Amount	Outstanding Receivable	Description	
\$19,645.50	\$0.00	La Quinta Denver Louisville / Boulder - (Water Loss) DOL: 02/04/22	

TOTALS

Name	Tax	Total before taxes	Total
Total Labor Charge	0%	\$6,348.45	\$6,348.45
Vendors	0%	\$636.00	\$636.00
Equipment	0%	\$12,429.80	\$12,429.80
Consumable	0%	\$231.25	\$231.25
		Total before taxes	\$19,645.50
		Total	\$19,645.50

LABOR

Trade	Reg Hours	Base Rate	Reg Billed	OT Hours	OT Rate	OT Billed	HDY Hours	HDY Rate	HDY Billed	Total Hours	Total Cost
E-Response Technician	9	\$55.00	\$495.00	0	\$82.50	\$0.00	0	\$110.00	\$0.00	9	\$495.00
Project Director	15	\$120.00	\$1,800.00	0	\$180.00	\$0.00	0	\$240.00	\$0.00	15	\$1,800.00
Project Manager	25	\$105.00	\$2,625.00	0	\$157.50	\$0.00	0	\$210.00	\$0.00	25	\$2,625.00
Regional Operations Manager	15	\$95.23	\$1,428.45	0	\$142.85	\$0.00	0	\$190.46	\$0.00	15	\$1,428.45
TOTAL	64		\$6,348.45	0		\$0.00	0		\$0.00	64	\$6,348.45

Week 1 (01/31/22 - 02/06/22)

Name	Trade	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Reg. Time	HDY Time	O.T.	Total
		01/31/22	02/01/22	02/02/22	02/03/22	02/04/22	02/05/22	02/06/22				
Tanner Bridges	ERT	0	0	0	0	2	0	0	2	0	0	2
James Curtis	ERT	0	0	0	0	2	0	0	2	0	0	2
Darren Gowers	PD	0	0	0	0	1	2	1	4	0	0	4
Micheal Moore	ROM	0	0	0	0	1	2	1	4	0	0	4
Thomas O'Hanlon	PM	0	0	0	0	4	2	2	8	0	0	8
Josh Schwartz	ERT	0	0	0	0	0	2.5	0	2.5	0	0	2.5
Jordi Smith	ERT	0	0	0	0	0	2.5	0	2.5	0	0	2.5
Sub-Total E-Response Technician									9	0	0	9
Sub-Total Project Director									4	0	0	4
Sub-Total Project Manager									8	0	0	8
Sub-Total Regional Operations Manager									4	0	0	4
Total per week		0	0	0	0	10	11	4	25	0	0	25

Week 2 (02/07/22 - 02/13/22)

Name	Trade	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Reg. Time	HDY Time	O.T.	Total
		02/07/22	02/08/22	02/09/22	02/10/22	02/11/22	02/12/22	02/13/22				
Darren Gowers	PD	1	1	1	1	1	1	1	7	0	0	7
Micheal Moore	ROM	1	1	1	1	1	1	1	7	0	0	7
Thomas O'Hanlon	PM	3	3	2	1	1	1	1	12	0	0	12
Sub-Total Project Director									7	0	0	7
Sub-Total Project Manager									12	0	0	12
Sub-Total Regional Operations Manager									7	0	0	7
Total per week		5	5	4	3	3	3	3	26	0	0	26

Week 3 (02/14/22 - 02/20/22)

Name	Trade	Mon 02/14/22	Tue 02/15/22	Wed 02/16/22	Thu 02/17/22	Fri 02/18/22	Sat 02/19/22	Sun 02/20/22	Reg. Time	HDY Time	O.T.	Total
Darren Gowers	PD	1	1	1	1	0	0	0	4	0	0	4
Micheal Moore	ROM	1	1	1	1	0	0	0	4	0	0	4
Thomas O'Hanlon	PM	1	1	1	2	0	0	0	5	0	0	5
Sub-Total Project Director									4	0	0	4
Sub-Total Project Manager									5	0	0	5
Sub-Total Regional Operations Manager									4	0	0	4
Total per week		3	3	3	4	0	0	0	13	0	0	13

VENDORS

Week 1 (02/07/22 - 02/13/22)

Vendor	Description	Cost Code	Base Rate	Markup	Total
FUZION FIELD SERVICES LLC	Regular Charges: FUZION FIELD SERVICE Greeley COREF# lwNTElhftZn squareup.com/rec 02/07/22	13500	\$530.00	20%	\$636.00
TOTAL					\$636.00

EQUIPMENT

Equipment	Quantity	Invoice per Unit	Total Invoice
Vacuum - Flood Pumper, Portable Extractor	4	\$149.00	\$596.00
Office Set - Scanner and Internet	14	\$60.00	\$840.00
Air Mover - Snail Carpet blowers	96	\$31.00	\$2,976.00
Meter - Penetrating/Non-penetrating	14	\$0.00	\$0.00
Dehumidifier - Refrigerant X-Large	32	\$140.00	\$4,480.00
Meter - Hygrometer	14	\$0.00	\$0.00
Vehicle - Box Truck Large (24 Ft. - 28 Ft.)	14	\$245.50	\$3,437.00
Suction Hose - 2" (20' Section)	6	\$16.80	\$100.80
TOTAL			\$12,429.80

Week 1 (01/31/22 - 02/06/22)

Equipment	Mon 01/31/22	Tue 02/01/22	Wed 02/02/22	Thu 02/03/22	Fri 02/04/22	Sat 02/05/22	Sun 02/06/22	Units
Vacuum - Flood Pumper, Portable Extractor	0	0	0	0	1	1	1	3
Office Set - Scanner and Internet	0	0	0	0	1	1	1	3
Air Mover - Snail Carpet blowers	0	0	0	0	8	8	8	24
Meter - Penetrating/Non-penetrating	0	0	0	0	1	1	1	3
Dehumidifier - Refrigerant X-Large	0	0	0	0	3	3	3	9
Meter - Hygrometer	0	0	0	0	1	1	1	3
Vehicle - Box Truck Large (24 Ft. - 28 Ft.)	0	0	0	0	1	1	1	3
Suction Hose - 2" (20' Section)	0	0	0	0	0	1	1	2

Week 2 (02/07/22 - 02/13/22)

Equipment	Mon 02/07/22	Tue 02/08/22	Wed 02/09/22	Thu 02/10/22	Fri 02/11/22	Sat 02/12/22	Sun 02/13/22	Units
Vacuum - Flood Pumper, Portable Extractor	1	0	0	0	0	0	0	1
Office Set - Scanner and Internet	1	1	1	1	1	1	1	7
Air Mover - Snail Carpet blowers	8	8	8	8	8	8	8	56
Meter - Penetrating/Non-penetrating	1	1	1	1	1	1	1	7
Dehumidifier - Refrigerant X-Large	3	3	3	3	3	2	2	19
Meter - Hygrometer	1	1	1	1	1	1	1	7
Vehicle - Box Truck Large (24 Ft. - 28 Ft.)	1	1	1	1	1	1	1	7
Suction Hose - 2" (20' Section)	1	0	0	0	0	1	1	3

Week 3 (02/14/22 - 02/20/22)

Equipment	Mon 02/14/22	Tue 02/15/22	Wed 02/16/22	Thu 02/17/22	Fri 02/18/22	Sat 02/19/22	Sun 02/20/22	Units
Office Set - Scanner and Internet	1	1	1	1	0	0	0	4
Fan - Snail Carpet blowers	8	8	0	0	0	0	0	16
Meter - Penetrating/Non-penetrating	1	1	1	1	0	0	0	4
Dehumidifier - Refrigerant X Large	2	2	0	0	0	0	0	4
Meter - Hygrometer	1	1	1	1	0	0	0	4
Vehicle - Box Truck Large (24 ft - 28 ft)	1	1	1	1	0	0	0	4
Suction Hose - 2" (20' Section)	1	0	0	0	0	0	0	1

CONSUMABLES

Consumable	Quantity	Invoice per Unit	Total Invoice
Mop Heads-Cotton	2	\$0.00	\$0.00
Disinfectant (Botanical)	1	\$88.00	\$88.00
Wipes - Terry Towel	2	\$5.50	\$11.00
Trash Bags - 3 Mil	2	\$59.00	\$118.00
Painters (Blue) Tape	1	\$14.25	\$14.25
TOTAL			\$231.25

Week 1 (01/31 - 02/06/22)

Consumables	Mon 01/31/22	Tue 02/01/22	Wed 02/02/22	Thu 02/03/22	Fri 02/04/22	Sat 02/05/22	Sun 02/06/22	Units
Mop Heads-Cotton	0	0	0	0	1	1	0	2

Week 2 (02/07 - 02/13/22)

Consumables	Mon 02/07/22	Tue 02/08/22	Wed 02/09/22	Thu 02/10/22	Fri 02/11/22	Sat 02/12/22	Sun 02/13/22	Units
Disinfectant (Botanical)	0	0	0	1	0	0	0	1
Wipes - Terry Towel	0	0	0	2	0	0	0	2
Trash Bags - 3 Mil	0	0	0	1	0	0	0	1

Week 3 (02/14 - 02/20/22)

Consumables	Mon 02/14/22	Tue 02/15/22	Wed 02/16/22	Thu 02/17/22	Fri 02/18/22	Sat 02/19/22	Sun 02/20/22	Units
Trash Bags - 3 Mil	0	0	1	0	0	0	0	1
Painters (Blue) Tape	0	0	1	0	0	0	0	1

CREW SHEETS

02/04/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	4:00 PM	5:00 PM	0	1	<i>OG</i>
Micheal	Moore	Regional Operations Manager	4:00 PM	5:00 PM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	4:00 PM	8:00 PM	0	4	<i>Lutz</i>
James	Curtis	E-Response Technician	8:00 AM	10:00 AM	0	2	<i>J. Curtis</i>
Tanner	Bridges	E-Response Technician	8:00 AM	10:00 AM	0	2	<i>T. Bridges</i>

02/05/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	4:00 PM	6:00 PM	0	2	<i>OG</i>
Micheal	Moore	Regional Operations Manager	4:00 PM	6:00 PM	0	2	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	4:00 PM	6:00 PM	0	2	<i>Lutz</i>
Josh	Schwartz	E-Response Technician	8:00 AM	10:30 AM	0	2.5	<i>J. Schwartz</i>
Jordi	Smith	E-Response Technician	8:00 AM	10:30 AM	0	2.5	<i>J. Smith</i>

02/06/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	4:00 PM	5:00 PM	0	1	<i>OG</i>
Micheal	Moore	Regional Operations Manager	4:00 PM	5:00 PM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	4:00 PM	6:00 PM	0	2	<i>Lutz</i>

02/07/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	3:00 PM	4:00 PM	0	1	<i>D.G.</i>
Micheal	Moore	Regional Operations Manager	3:00 PM	4:00 PM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	3:00 PM	6:00 PM	0	3	<i>T. O'Hanlon</i>

02/08/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	3:00 PM	4:00 PM	0	1	<i>D.G.</i>
Micheal	Moore	Regional Operations Manager	3:00 PM	4:00 PM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	3:00 PM	6:00 PM	0	3	<i>T. O'Hanlon</i>

02/09/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	8:00 AM	9:00 AM	0	1	<i>D.G.</i>
Micheal	Moore	Regional Operations Manager	8:00 AM	9:00 AM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	8:00 AM	10:00 AM	0	2	<i>T. O'Hanlon</i>

02/10/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	7:00 PM	8:00 PM	0	1	<i>D.G.</i>
Micheal	Moore	Regional Operations Manager	7:00 PM	8:00 PM	0	1	<i>M. Moore</i>
Thomas	O'Hanlon	Project Manager	7:00 PM	8:00 PM	0	1	<i>T. O'Hanlon</i>

02/11/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
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Darren	Gowers	Project Director	7:00 AM	8:00 AM	0	1	OB
Micheal	Moore	Regional Operations Manager	7:00 AM	8:00 AM	0	1	Mr. Moore
Thomas	O'Hanlon	Project Manager	7:00 AM	8:00 AM	0	1	Lutz

02/12/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	7:00 AM	8:00 AM	0	1	OB
Micheal	Moore	Regional Operations Manager	7:00 AM	8:00 AM	0	1	Mr. Moore
Thomas	O'Hanlon	Project Manager	7:00 AM	8:00 AM	0	1	Lutz

02/13/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	7:00 AM	8:00 AM	0	1	OB
Micheal	Moore	Regional Operations Manager	7:00 AM	8:00 AM	0	1	Mr. Moore
Thomas	O'Hanlon	Project Manager	7:00 AM	8:00 AM	0	1	Lutz

02/14/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	7:00 AM	8:00 AM	0	1	OB
Micheal	Moore	Regional Operations Manager	7:00 AM	8:00 AM	0	1	Mr. Moore
Thomas	O'Hanlon	Project Manager	7:00 AM	8:00 AM	0	1	Lutz

02/15/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
Darren	Gowers	Project Director	7:30 PM	8:30 PM	0	1	OB

Micheal	Moore	Regional Operations Manager	7:30 PM	8:30 PM	0	1	<i>Mr. Moore</i>
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Thomas	O'Hanlon	Project Manager	7:30 PM	8:30 PM	0	1	<i>Lutz</i>
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02/16/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
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Darren	Gowers	Project Director	7:30 AM	8:30 AM	0	1	<i>OG</i>
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Micheal	Moore	Regional Operations Manager	7:30 AM	8:30 AM	0	1	<i>Mr. Moore</i>
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Thomas	O'Hanlon	Project Manager	7:30 AM	8:30 AM	0	1	<i>Lutz</i>
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02/17/22

First Name	Last Name	Trade	Time In	Time Out	Lunch	Total	Signature
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Darren	Gowers	Project Director	5:00 PM	6:00 PM	0	1	<i>OG</i>
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Micheal	Moore	Regional Operations Manager	5:00 PM	6:00 PM	0	1	<i>Mr. Moore</i>
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Thomas	O'Hanlon	Project Manager	5:00 PM	7:00 PM	0	2	<i>Lutz</i>
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VENDOR ATTACHMENTS

FUZION FIELD SERVICES LLC - Regular Charges: FUZION FIELD SERVICE Greeley COREF# lwNTElhftZn squareup.com/rec 02/07/22

Get [Outlook for iOS](#)

Thomas O'Hanlon

RESTORATION PROJECT MANAGER
Office: 954.928.3870
Mobile: 561.467.0121
tohanlon@blueteamcorp.com



Download Our App

From: Fuzion Field Services LLC <invoicing@messaging.squareup.com>
Sent: Monday, February 7, 2022 11:11:59 AM
To: Thomas O'Hanlon <tohanlon@blueteamcorp.com>
Subject: You paid an invoice (#003323)



Invoice Paid

\$530.00

Paid on February 7, 2022

Dumpster Rental
Invoice #003323
February 7, 2022

Customer
Blue Team Restoration
pschwartz@blueteamcorp.com
561-400-1970
902 W Dillon Road
Louisville, CO

Message
Please review the attached terms and conditions pertaining to your dumpster rental. By paying this invoice, you agree to the terms and conditions that are attached.

DELIVERY DATE/LENGTH OF TIME
02/07/2022

Invoice summary

30 YARD DUMPSTER	\$530.00
<small>30 YARD DUMPSTER</small>	
Subtotal	\$530.00
Total Paid	\$530.00

Attachments

Terms of Service Dumpster 12-2021.pdf
[View Attachments](#)

Fuzion Field Services LLC
ar@fuzionfs.com
970-673-5365
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LIEN WAIVERS

GENERAL CONTRACTOR'S FINAL CONDITIONAL RELEASE AND WAIVER OF LIENS

Property: La Quinta Denver Louisville / Boulder
Management CO: CorePoint Lodging

Contact for: Restoration Services

Upon receipt by the undersigned Contractor of a check from Owner in the sum of \$ 19,645.50 per Invoice # 22-00217E-1F, which check will constitute payment of all sums due the Contractor for labor, equipment and/or materials supplied in connection with the project, and when said check has been paid by the bank upon which it is drawn, the Contractor will issue a Final Release and waive all liens, claims, liabilities, actions, and demands that Contractor has or might have against Owner, Lender, the project, the real property upon which the project is located and any and all other property owned by Owner on account of or in connection with labor, equipment and/or materials supplied for this portion of the project by the undersigned to the project.

The undersigned Contractor does hereby further acknowledge and represent that through the date hereof the undersigned has received payments totaling \$ 0.00 for labor, equipment and/or materials supplied to the project.

This instrument has been executed as of the 14th day of March, 2022.

BLUETEAM

 03/14/2022 Florida Palm Beach
SIGNATURE DATE STATE OF COUNTY OF

David Mayer Chief Financial Officer
NAME TITLE

Project: 22-00217E - La Quinta Denver Louisville / Boulder

**2022 T&M RATE SCHEDULE
TERMS AND CONDITIONS
(Exhibit A)**

The Time and Materials Rate Schedule included herein is subject to change and may be modified or revised upon thirty (30) days written notice otherwise this rate sheet shall be updated annually.

LABOR RATES:

Position	Acronym	BlueLine Rate	Standard Rate	Anticipated CAT Rate
FIELD LABOR				
General Labor	GL	\$39.90	\$45.89	\$49.88
General Labor-BlueTeam	GLB	\$39.90	\$45.89	\$49.88
Remediation Labor	RL	\$47.50	\$54.63	\$59.38
E-Response Technician	ERT	\$55.00	\$63.25	\$68.75
Production Technician	RL	\$55.00	\$63.25	\$68.75
Painter	PT	\$60.00	\$69.00	\$75.00
Environmental General Labor	EGL	\$63.75	\$73.31	\$79.69
Skilled Labor	SL	\$69.00	\$79.35	\$86.25
Content Inventory Supervisor	CIS	\$70.00	\$80.50	\$87.50
Carpenter	CARP	\$87.50	\$100.63	\$109.38
Drywall/Finisher	DRY	\$100.00	\$115.00	\$125.00
Roofer	RF	\$112.50	\$129.38	\$140.63
Security Guard, Unarmed	SEC	\$112.50	\$129.38	\$140.63
Trauma / Hazardous Technician	TT	\$239.00	\$274.85	\$298.75
FIELD SUPERVISION				
Labor Foreman	LF	\$74.50	\$85.68	\$93.13
Logistics Coordinator	LC	\$74.68	\$85.88	\$93.34
Operations Coordinator	OPSC	\$74.68	\$85.88	\$93.34
Equipment Operator	EO	\$87.50	\$100.63	\$109.38
Construction Superintendent	CSP	\$98.50	\$113.28	\$123.13
Restoration Superintendent	RS	\$98.50	\$113.28	\$123.13
Environmental Labor Foreman	ELF1	\$137.50	\$158.13	\$171.88
Trauma / Hazardous Supervisor	TS	\$269.00	\$309.35	\$336.25
PROJECT MANAGEMENT				
Administrative Assistant	AA	\$67.78	\$77.94	\$84.72
Project Accountant	PA	\$80.00	\$92.00	\$100.00
Regional Operations Manager	ROM	\$89.00	\$102.35	\$111.25
Regional Director	RD	\$138.50	\$159.28	\$173.13
Assistant Project Manager	APM	\$89.33	\$102.72	\$111.66
Project Manager	PM	\$100.00	\$115.00	\$125.00
Project Estimator	PE	\$103.63	\$119.17	\$129.53
Health & Safety Officer	HSO	\$112.50	\$129.38	\$140.63
Senior Project Manager	SPM	\$118.58	\$136.36	\$148.22
Project Director	PD	\$125.00	\$143.75	\$156.25
Construction Project Manager	CPM	\$126.50	\$145.48	\$158.13
Senior Consultant	SC	\$175.00	\$201.25	\$218.75
Project Executive	PX	\$178.50	\$205.28	\$223.13

EQUIPMENT RATES:

Description	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
Deodorization - Ozone Machine	Each Day	\$100.00	\$107.00	\$114.00
Deodorization - Hydroxyl Generator	Each Day	\$300.00	\$321.00	\$342.00
Vacuum - Wet/Dry Shop Vac	Each Day	\$69.00	\$73.83	\$78.66
Vacuum - HEPA	Each Day	\$89.00	\$95.23	\$101.46
Vacuum - HEPA Back Pack	Each Day	\$93.00	\$99.51	\$106.02
Vacuum - Flood Pumper, Portable Extractor	Each Day	\$149.00	\$159.43	\$169.86
Vacuum - Upright	Each Day	\$55.00	\$58.85	\$62.70
Kett Dustless Saw	Each Day	\$34.00	\$36.38	\$38.76
Miter Power Saw	Each Day	\$28.00	\$29.96	\$31.92
Reciprocating Saw	Each Day	\$28.00	\$29.96	\$31.92
Air Compressor - Gas Electric	Each Day	\$40.00	\$42.80	\$45.60
Air Compressor - Tow Behind	Each Day	\$200.00	\$214.00	\$228.00
Dry Ice - Blasting Unit	Each Day	\$675.00	\$722.25	\$769.50
Dry Ice - InLine Drying Unit	Each Day	\$125.00	\$133.75	\$142.50
Heater - Propane / Torpedo	Each Day	\$35.00	\$37.45	\$39.90
Office Set - Scanner and Internet	Each Day	\$60.00	\$64.20	\$68.40
Paint Sprayer - Airless	Each Day	\$125.00	\$133.75	\$142.50
Pressure Washer - Cold	Each Day	\$115.00	\$123.05	\$131.10
Pressure Washer - Hot	Each Day	\$175.00	\$187.25	\$199.50
Media Blasting Machine	Each Day	\$475.00	\$508.25	\$541.50
Sander - Dustless	Each Day	\$28.00	\$29.96	\$31.92
Vehicle - Box Truck Small (14 Ft. - 16 Ft.)	Each Day	\$152.50	\$163.18	\$173.85
Vehicle - Box Truck Large (24 Ft. - 28 Ft.)	Each Day	\$245.50	\$262.69	\$279.87
Vehicle - Pickup	Each Day	\$125.00	\$133.75	\$142.50
Vehicle - Cargo Van	Each Day	\$125.00	\$133.75	\$142.50
Vehicle - Trailer - Mobile Command	Each Day	\$650.00	\$695.50	\$741.00
Vehicle - Trailer - Semi	Each Day	\$185.00	\$197.95	\$210.90
Extraction Unit #1 (Trailer or Truck Mounted Unit - Does Not Include Vehicle)	Each Hour	\$345.00	\$369.15	\$393.30
Scaffolding - Baker (Per Section)	Each Sect/Day	\$42.50	\$45.48	\$48.45
Dehumidifier - Desiccant 500-700 CFM	Each Day	\$420.00	\$449.40	\$478.80
Dehumidifier - Desiccant 1000-2500 CFM	Each Day	\$1,200.00	\$1,284.00	\$1,368.00
Dehumidifier - Desiccant 5000-8900 CFM	Each Day	\$2,550.00	\$2,728.50	\$2,907.00
Dehumidifier - Refrigerant X-Large	Each Day	\$140.00	\$149.80	\$159.60
Air Mover - Snail Carpet blowers	Each Day	\$31.00	\$33.17	\$35.34
Air Mover - Axial	Each Day	\$41.00	\$43.87	\$46.74
Injecti-Dry Unit	Each Day	\$115.00	\$123.05	\$131.10
Flex Duct (25' Section)	Each Day	\$30.00	\$32.10	\$34.20
Heater - 400,000 BTU Indirect Fired	Each Day	\$1,250.00	\$1,337.50	\$1,425.00

EQUIPMENT RATES CONTINUED:

Description	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
Heater - 700,000 BTU Indirect Fired	Each Day	\$1,250.00	\$1,337.50	\$1,425.00
Heater - 800,000 Indirect w/ Generator	Each Day	\$1,975.00	\$2,113.25	\$2,251.50
Generator <5 kW	Each Day	\$124.50	\$133.22	\$141.93
Respirator - Full Face	Each Day	\$22.00	\$23.54	\$25.08
Distro - 4/0 Cables 50' 400 Amp (Per Section)	Each Day	\$30.00	\$32.10	\$34.20
Personal Fall Protection Harness	PP/Day	\$16.00	\$17.12	\$18.24
Distro - Quad Strings	Each Day	\$40.00	\$42.80	\$45.60
Distro - Distribution Panels (200A)	Each Day	\$230.00	\$246.10	\$262.20
Distro - Spider Box (50 Amp Power) dist	Each Day	\$120.00	\$128.40	\$136.80
Distro - Cable Ramp	Each Day	\$15.95	\$17.07	\$18.18
Lift - Scissor	Each Day	\$240.00	\$256.80	\$273.60
Lift - Articulating Boom 30 Ft.	Each Day	\$396.00	\$423.72	\$451.44
Pump - Trash 4"	Each Day	\$180.50	\$193.14	\$205.77
Suction Hose - 2" (20' Section)	Each Day	\$16.80	\$17.98	\$19.15
Suction Hose - 4" (20' Section)	Each Day	\$30.45	\$32.58	\$34.71
Suction Hose - 6" (20' Section)	Each Day	\$40.95	\$43.82	\$46.68
Air Scrubber - HEPA Filtration Unit/Small	Each Day	\$104.00	\$111.28	\$118.56
Air Scrubber - HEPA Filtration Unit/Large	Each Day	\$137.50	\$147.13	\$156.75
Deodorization - Fogger - ULV I Thermal (Electric)	Each Day	\$120.00	\$128.40	\$136.80
Deodorization - Fogger - ULV Flex & Lite	Each Day	\$120.00	\$128.40	\$136.80
Pump - Trash 2"	Each Day	\$125.00	\$133.75	\$142.50
Pump - Trash 3"	Each Day	\$215.70	\$230.80	\$245.90
Pump - Trash 6"	Each Day	\$465.00	\$497.55	\$530.10
Light Towers - Vertical Mast 4-7 kW	Each Day	\$181.20	\$193.88	\$206.57
Deodorization - Fogger - Commercial	Each Day	\$120.00	\$128.40	\$136.80
Communication Package	Each Day	\$65.00	\$69.55	\$74.10
Air Mover - Industrial fan	Each Day	\$69.00	\$73.83	\$78.66
Vehicle - Tractor	Each Day	\$350.00	\$374.50	\$399.00
Communication Package - Hand Talkies	Each Day	\$17.50	\$18.73	\$19.95
Dehumidifier - Refrigerant - Large	Each Day	\$105.00	\$112.35	\$119.70
Demolition Cart	Each Day	\$39.00	\$41.73	\$44.46
Distro - 20 Amp Cable	Each Day	\$7.80	\$8.35	\$8.89
Distro - 5 Wire Cable 50'	Each Day	\$75.00	\$80.25	\$85.50
DX Unit (A.C.) - 10 Ton	Each Day	\$975.00	\$1,043.25	\$1,111.50
DX Unit (A.C.) - 25-30 Ton	Each Day	\$1,225.00	\$1,310.75	\$1,396.50
Generator 7-12 kW	Each Day	\$225.00	\$240.75	\$256.50
Generator 100-150 kW	Each Day	\$555.00	\$593.85	\$632.70
Generator 175-225 kW	Each Day	\$1,250.00	\$1,337.50	\$1,425.00
Generator 20-40 kW	Each Day	\$616.00	\$659.12	\$702.24

EQUIPMENT RATES CONTINUED:

Description	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
Generator 300-350 kW	Each Day	\$1,680.00	\$1,797.60	\$1,915.20
Generator 500-550 kW	Each Day	\$2,380.00	\$2,546.60	\$2,713.20
Generator 50-75 kW	Each Day	\$728.00	\$778.96	\$829.92
Heater - 1,000,000 - 1.2 Mil BTU Indirect w/ Generator	Each Day	\$2,387.00	\$2,554.09	\$2,721.18
Heater - Thermostat (Interior)	Each Day	\$35.00	\$37.45	\$39.90
Light - Demo	Each Day	\$25.00	\$26.75	\$28.50
Power Tools	Each Day	\$28.00	\$29.96	\$31.92
Pump - 2" Suction Hose (20' Sections)	Each Day	\$20.00	\$21.40	\$22.80
Pump - 4" Suction Hose (20' Sections)	Each Day	\$25.00	\$26.75	\$28.50
Pump - 6" Suction Hose (20' Sections)	Each Day	\$35.00	\$37.45	\$39.90
Safety Harness with Lanyard	Each Day	\$35.00	\$37.45	\$39.90
Spot Cooler - 1 Ton w/ Vent & Duct	Each Day	\$325.00	\$347.75	\$370.50
Distro - String Lights (50')	Each Day	\$25.00	\$26.75	\$28.50
Vacuum - Insulation	Each Day	\$325.00	\$347.75	\$370.50
Vehicle - Recovery Semi Trailer	Each Day	\$300.00	\$321.00	\$342.00
Vehicle - Trailer (Up to 24')	Each Day	\$145.00	\$155.15	\$165.30
Vehicle ATV/UTV, Golfcart	Each Day	\$199.00	\$212.93	\$226.86
Distro - Cable Pig Tail	Each Day	\$10.00	\$10.70	\$11.40
Personal Fall Protection Harness	Each Day	\$32.00	\$34.24	\$36.48

CONSUMABLE RATES:

Name	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
Bags - Insulation Machine	Each	\$26.25	\$28.09	\$29.93
Bags -Trash - 3 Mil- 50	Roll	\$59.00	\$63.13	\$67.26
Bags -Trash - 6 Mil- 30	Roll	\$212.00	\$226.84	\$241.68
Pre-Spray & Traffic Cleaner	Gallon	\$56.30	\$60.24	\$64.18
Respirator - Filter	Each	\$35.50	\$37.99	\$40.47
Tape - Caution	Roll	\$21.50	\$23.01	\$24.51
Tape - Packaging Box	Roll	\$6.50	\$6.96	\$7.41
Absorbent, Zep	Each	\$13.90	\$14.87	\$15.85
Advanced Peroxide Cleaner w/ Booster	2.75 Gallon	\$229.95	\$246.05	\$262.14
Advanced Peroxide Cleaner	Gallon	\$78.30	\$83.78	\$89.26
All Purpose (Spotter)	Gallon	\$17.10	\$18.30	\$19.49
Bags - Red Bio 33 Gallon	Roll	\$180.00	\$192.60	\$205.20
Blades, Circular Saw	Each	\$22.00	\$23.54	\$25.08
Blades, Kett Dustless Saw	Each	\$77.00	\$82.39	\$87.78
Blades, Sawzall	Each	\$10.90	\$11.66	\$12.43
Blue Tarps (10 x 12)	Each	\$64.38	\$68.89	\$73.39
Box - Banker	Each	\$9.80	\$10.49	\$11.17
Box - Book	Each	\$4.15	\$4.44	\$4.73
Box - Large	Each	\$5.50	\$5.89	\$6.27
Box - Medium	Each	\$4.75	\$5.08	\$5.42
Box - Small	Each	\$4.25	\$4.55	\$4.85
Carpet Defoamer	Gallon	\$55.80	\$59.71	\$63.61
Carpet Masking/Shield	Roll	\$86.50	\$92.56	\$98.61
Carpet Rinse & Neutralizer	Gallon	\$13.10	\$14.02	\$14.93
Chemical Sponges	Box	\$182.75	\$195.54	\$208.34
Coatings - Fosters 40-20	Gallon	\$139.00	\$148.73	\$158.46
Coatings - Kilz II (Water Based)	Gallon	\$38.00	\$40.66	\$43.32
Coatings - Kilz Original (Oil-Based)	Gallon	\$47.97	\$51.33	\$54.69
Coatings - Shellac Primer/Sealer	Gallon	\$143.00	\$153.01	\$163.02
Counteractant Smoke	Gallon	\$112.24	\$120.10	\$127.95
Degreaser All-Purpose (Cleaner/Degreaser)	Gallon	\$46.00	\$49.22	\$52.44
Degreaser - Green - Benefect - Atomic	Gallon	\$95.00	\$101.65	\$108.30
Desiccant Door Kit - Per Opening	Each	\$325.00	\$347.75	\$370.50
Diesel Exhaust Fluid (DEF)	2.5 Gallon	\$27.50	\$29.43	\$31.35
Disinfectant (Botanical)	Gallon	\$88.00	\$94.16	\$100.32
Disinfectant -Bactri-kill Virucide (Gallon)	Gallon	\$99.00	\$105.93	\$112.86
Duct - Lay Flat (14" x 250')	Roll	\$120.00	\$128.40	\$136.80
Duct - Lay Flat (22" x 500')	Roll	\$240.00	\$256.80	\$273.60
Duct - Lay Flat (33" x 250')	Roll	\$700.00	\$749.00	\$798.00
Duct - Lay Flat Connectors	Each	\$13.95	\$14.93	\$15.90

CONSUMABLE RATES CONTINUED:

Name	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
Ducting - Collapsible	LF	\$1.15	\$1.23	\$1.31
Filter – Charcoal for Negative Air 2000 CFM	Each	\$174.60	\$186.82	\$199.04
Filter – Charcoal for Negative Air 500 CFM	Each	\$116.00	\$124.12	\$132.24
Filter - Dehumidifier	Each	\$31.50	\$33.71	\$35.91
Filter - Scrubber (Large HEPA Primary)	Each	\$399.00	\$426.93	\$454.86
Filter - Scrubber (Pleated)	Each	\$18.50	\$19.80	\$21.09
Filter - Scrubber (Pre-Poly)	Each	\$11.95	\$12.79	\$13.62
Filter - Scrubber (Small HEPA)	Each	\$253.00	\$270.71	\$288.42
Filter - Vacuum Bag	Each	\$9.25	\$9.90	\$10.55
Filter - Vacuum HEPA Bonnet	Each	\$9.95	\$10.65	\$11.34
Filter - Vacuum HEPA CVAC (Primary)	Each	\$328.00	\$350.96	\$373.92
Foam Blocks	Box	\$66.00	\$70.62	\$75.24
Gel Blocks (Green) Deodorizer	Each	\$21.75	\$23.27	\$24.80
Glass Cleaner	Gallon	\$34.00	\$36.38	\$38.76
Gloves - Black Dot	Pair	\$4.00	\$4.28	\$4.56
Gloves - Latex, Nitrile	Box 100	\$35.00	\$37.45	\$39.90
Gloves - Leather	Pair	\$8.00	\$8.56	\$9.12
Gloves - Chemical - 28 Mil	Pair	\$6.90	\$7.38	\$7.87
Gloves - Cut Resistant	Pair	\$44.00	\$47.08	\$50.16
Degreaser- Heavy Duty	Gallon	\$49.80	\$53.29	\$56.77
HVAC Coil Cleaner	Gallon	\$38.25	\$40.93	\$43.61
Inventory Tags	Box	\$90.50	\$96.84	\$103.17
Laundry Detergent	Gallon	\$26.95	\$28.84	\$30.72
Wipes - Maslin Dust Cloth	Box	\$55.30	\$59.17	\$63.04
Mattress Bags	Each	\$27.92	\$29.87	\$31.83
Mediclean Virucide (Gallon)	Gallon	\$74.00	\$79.18	\$84.36
Mop - Cotton Mop Head	Each	\$16.00	\$17.12	\$18.24
Multi-Enzyme Spotter	Gallon	\$22.50	\$24.08	\$25.65
Natural Citrus Solvent	Gallon	\$90.86	\$97.22	\$103.58
Odor Freshener / Deodorizer	Gallon	\$64.00	\$68.48	\$72.96
Paper - Packing (25 lb. Bundle)	Each	\$39.98	\$42.78	\$45.58
PPE Package (Not Tyvek Suits)	PP/Day	\$16.00	\$17.12	\$18.24
Plastic Cap Nails	Box	\$64.00	\$68.48	\$72.96
Poly - Plastic Sheeting: .70 Mil (12' x 400')	Roll	\$70.00	\$74.90	\$79.80
Poly - Plastic Sheeting: 1 Mil (12' x 400')	Roll	\$78.30	\$83.78	\$89.26
Poly - Plastic Sheeting: 3 - 4 Mil (20' x 100')	Roll	\$133.00	\$142.31	\$151.62
Poly - Plastic Sheeting: 6 Mil (20' x 100')	Roll	\$225.00	\$240.75	\$256.50
Poly - Sheeting: Carpet Protector (24' x 200')	Roll	\$87.50	\$93.63	\$99.75
Poly - Sheeting: Carpet Protector (36' x 250')	Roll	\$153.50	\$164.25	\$174.99
Poly - Sheeting Hangers (Blue)	Case	\$560.00	\$599.20	\$638.40

CONSUMABLE RATES CONTINUED:

Name	Unit	BlueLine Rate	Standard Rate	Anticipated CAT Rate
PPE Package	Each	\$35.00	\$37.45	\$39.90
Protective Suits (Tyvek)	Each	\$19.25	\$20.60	\$21.95
Protective Suits Chemical (Tyvek)	Each	\$25.00	\$26.75	\$28.50
Rain Gear	Each	\$38.95	\$41.68	\$44.40
Ram Board	Each	\$126.50	\$135.36	\$144.21
Red Resin Paper (200 Ft. Roll)	Roll	\$35.00	\$37.45	\$39.90
Respirator - N-95	Each	\$7.95	\$8.51	\$9.06
Rug & Upholstery Shampoo	Gallon	\$59.00	\$63.13	\$67.26
Safety Board	Each	\$25.00	\$26.75	\$28.50
Safety Glasses	Each	\$4.50	\$4.82	\$5.13
Safety Goggles	Each	\$18.90	\$20.22	\$21.55
Shoe Covers	Box	\$97.00	\$103.79	\$110.58
Shrink Wrap	Roll	\$40.00	\$42.80	\$45.60
Soot Encapsulant	Gallon	\$101.00	\$108.07	\$115.14
Spray Adhesive	Each	\$24.00	\$25.68	\$27.36
Stainless Steel Cleaner	Can	\$14.00	\$14.98	\$15.96
Staples (1000)	Box	\$17.00	\$18.19	\$19.38
Sweeping Compound	Lb.	\$0.75	\$0.80	\$0.86
Tacky Mats	4 pack	\$179.00	\$191.53	\$204.06
Tape - Duct	Roll	\$9.75	\$10.43	\$11.12
Tape HVAC (Aluminum)	Roll	\$23.50	\$25.15	\$26.79
Tape - Painters (Blue)	Roll	\$14.25	\$15.25	\$16.25
Tape - Restoration Tape	Roll	\$14.95	\$16.00	\$17.04
Tape -Teal	Roll	\$14.50	\$15.52	\$16.53
Technology Fee (1%)	Each	\$0.00	\$0.00	\$0.00
Thermo Fog Deodorizer	Gallon	\$89.00	\$95.23	\$101.46
Thinner, Paint, Mineral Spirits	Gallon	\$38.00	\$40.66	\$43.32
Wipes - Hand Cleaning	Tub	\$63.00	\$67.41	\$71.82
Wipes - Terry Towel	Lbs.	\$5.50	\$5.89	\$6.27
Wipes - Towels (Cotton Cloth)	Lbs.	\$6.25	\$6.69	\$7.13
Wrap - Bubble/Anti-Static	Roll	\$64.25	\$68.75	\$73.25
Zipper Doors	Each	\$22.50	\$24.08	\$25.65
Zip Ties 14" Industrial	Pak/20	\$21.55	\$23.06	\$24.57
Zip Ties 36" Industrial	Pak/10	\$34.40	\$36.81	\$39.22
Zip Ties 48" Industrial	Pak/10	\$46.25	\$49.49	\$52.73

NO CHARGE ITEMS:

Description	Market Rate
Emergency Response	\$250.00
Estimate	\$195.00
Mobilization Flat Fee	\$500.00
Brooms	\$15.07
Brushes- Dispersion Large	\$12.71
Brushes- Long Handle/Scrub	\$17.89
Brushes- Non Conduct	\$10.88
Brushes – Wire, Large	\$5.97
Brushes – Wire, Small	\$3.97
Camera – IR	\$699.00
Cart – Tilt Demo	\$899.42
Documentation Kit (Digital photo, printer)	\$59.99
Dust Pans	\$4.71
Dollies – Hard Cart	\$387.60
Extension Cords	\$71.31
Foam Blocks	\$59.19
Foil Pads	\$8.79
Garbage Bin/Catch Cans	\$32.54
Hard Hats	\$8.14
Ladder – 4', 6' , 8' , 10' & 12'	\$408.37
Ladder – 24' , 34' & Extension	\$335.03
Lights – (Temporary/Demo/stand/string/flood)	\$73.70
Meter – Penetrating/Non-penetrating	\$630.00
Meter – Hygrometer	\$346.87
Mileage Expense	\$0.36
Measuring Wheel/Tape	\$24.97
Mop Bucket with Ringer	\$107.73
Mop Heads-Cotton	\$6.01
Mop Heads Rayon	\$8.05
Project Phone (Cellular)	\$75.00
Photo Documentation/Reporting	\$450.00
Spray Bottle with Trigger	\$6.96
Steel Wool	\$4.27
Tool Box (portable)	\$279.00
Zip Wall Poles	\$132.00

Other terms and conditions hereby included in the rate sheets are detailed below:

Service Line Labor Rates Considerations

I. Labor Calculation Policy

- a. Standard Rates – The rates above are standard rates and apply during a standard 8-hour workday, Monday through Friday. Donning and doffing PPE and any necessary personnel decontamination will be charged actual time.
- b. Premium/Overtime Rates will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour for work performed in excess of 40 hours per week or 8 hours per day (as required by applicable law) and on weekends. Sundays shall be invoiced at two times (2X) the standard rate as well as hours worked by personnel on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply.

II. Labor Considerations

- a. Consideration will be given to applicable federal, state, and local law, labor regulations, or existing contractual obligations, including but not limited to; prevailing wage provisions and/or collective bargaining agreements which may require modifications to the stated rates to ensure statutory, regulatory, or contractual compliance. In such event, adjustments will be made to the hourly billing rates and/or other labor provisions to comply with applicable legal and contractual requirements and will be invoiced at the adjusted rates plus a markup of thirty percent (30%) as necessary.
- b. When circumstances beyond our control require BLUETEAM personnel to standby at the job site, a minimum standby charge of six (6) hours will be billed at the standard hourly rate.
- c. Under certain market conditions, there may be a need to modify certain rates in order to perform the required scope of work.
- d. Any labor category not listed in an MSA, will defer to current BLUETEAM Rate Sheet at the time project is commenced.
- e. Mobilization/Travel time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment, and trailers over 75 miles one way.
- f. Regional Modifier - A labor modifier will be applied to projects within 75 miles of major metropolitan areas such as Chicago, New York City, Washington, D.C. and within the States of Alaska, Hawaii, Washington, Colorado, Oregon, California, and U.S. Territories. It is expressly understood that BLUETEAM project Regional Rate shall be applied and or

amended to meet market conditions at the time of an event. The anticipated modifier to be applied shall strictly impact labor billing on projects in the above locations, the base rates X 1.25 shall be the anticipated billable rate. Should BLUETEAM require to increase beyond 25% said increases must be agreed in writing within 10 days of commencement of the project.

III. Equipment Rental

a. Equipment Rates -- *(These rates apply to equipment that is utilized in the performance of our work.)*

- i. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is utilized, regardless of the number of shifts on which the equipment is used during the day.
- ii. In the event any item of equipment is damaged beyond reasonable repair by conditions at the work site, Customer shall be charged the replacement cost for the equipment, plus a ten percent (10%) charge.
- iii. Equipment rental rates shall be discounted after the seventh (7th) contiguous billable day. Starting on the second week (day 8), weekly rates shall apply. The weekly rate is equal to five billable days per the rate schedule. Monthly rates shall apply after the third billable week (day 22). The monthly billable rate is equal to four billable days per week. These discounts shall not apply in catastrophic events as demand is impacted and transportation costs escalated. All discounts on equipment shall be predicated on payment receipt within the terms identified in the contract. Failure to make timely payment waives customers rights to the above discounts.

b. Equipment Rental by BLUETEAM

- i. Any additional equipment not listed within this schedule and rented from third parties will be charged at invoice cost plus 10% overhead and 10% profit, with minimum of 3-day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein regardless of any early pay or other discounts.

c. Scheduled Consumables

- i. BLUETEAM reserves the right to change the price of consumables as affected by market conditions.
- ii. During the course of performance of the work, BLUETEAM may add additional consumables to the schedule as necessary to complete the proposed scope of work.

d. Vendors/Subcontractors - Unscheduled Equipment and Unscheduled Materials

- i. Contractors 10% overhead and 10% profit (20%) will be added to the total of all vendors' unscheduled equipment, labor and material costs.
- ii. Subcontractor is defined as any entity specializing in a specific trade or service related to the performance of a project.
- iii. Vendor is defined as any entity providing general goods or services related to the performance of a project (i.e., materials, fuel, supplies, etc.).

e. Reimbursable

- i. Contractors 10% overhead and 10% profit (20%) will be added to the total of all reimbursable expenses.

ii. Per Diem and Lodging/Travel

1. Per diem will be charged for each day a BLUETEAM employee is onsite and more than 75 miles from their home location, currently at a rate of \$60 per day. Non-BLUETEAM employees will be charged per diem at the cost incurred, marked up 10% overhead and 10% profit.
2. Lodging and travel expenses for BLUETEAM and non-BLUETEAM employees will be charged at actual costs, marked up 10% overhead and 10% profit.
3. BLUETEAM shall use best efforts to utilize local staff and labor to avoid these fees however, BLUETEAM is a national provider and event locations are not predictable by nature thus response requires travel as necessary to staff projects.

f. Freight and Transportation Charges

- i. BLUETEAM will charge for the cost incurred for the transportation of equipment and materials to and from the work site. This will include the cost of transportation for removing the equipment and remaining supplies and materials upon completion of the work. All common carrier freight charges will be invoiced at BLUETEAM'S cost plus 10% overhead and 10% profit (20%).

g. Taxes and Permits

- i. BLUETEAM will charge for the cost incurred for any required permits, sales tax, use tax, receipts tax or any other federal, state, local municipal driven costs required for the restoration or construction of the property. These will be invoiced at BLUETEAM's cost.

h. Fuel Delivery

- i. BLUETEAM shall bill fuel and fuel delivery, and storage tanks supplied and/or delivered by third parties at cost plus 10% overhead and 10% profit (20%).

i. Catastrophic Event

- i. Catastrophic Modifier - The modifier will apply during large National and Region-Wide Epidemics, Pandemics, Storms, Catastrophes, Hurricanes, Floods, Wildfires where labor, equipment and consumable availability is compromised and/or due to market conditions beyond BLUETEAM's control. BLUETEAM at its sole discretion shall determine and declare those projects that shall be considered a catastrophic event.
- ii. Catastrophic Modifier - Labor, Equipment and Consumable modifier shall be applied in a regional or national CAT events. As supply becomes limited and material costs and fuel surcharge/deliveries escalate, BLUETEAM anticipates these escalations not to exceed roughly 25% during CAT events. It is expressly understood that BLUETEAM project CAT rates shall be applied and or amended to meet market conditions at the time of an event. Client permits rate increases without notice up to 25%. In the event rates should increase beyond the 25% threshold said increases must be agreed to in writing within 10 days of project commencement.
- iii. CAT Rate - BLUETEAM will produce a formal CAT Rate post the event accounting for actual costs and escalation pricing, this shall be shared in a mass email to address all clients and parties of interest. Should client object to any pricing/rate, they must do so within 10 days of the publication of these rates, otherwise the rates shall be permitted without prejudice.
- iv. BLUETEAM shall charge all lodging and per diem during an area wide catastrophic event, labor and management may require lodging as typical local trades are impacted by the area wide disaster. As such BLUETEAM will require hotel folios and cost receipts to submit to client for reimbursement as a component of the billing. In the case where standard folio receipts are not feasible, BLUETEAM shall charge GSA published rates for both lodging and per diem. (BLUETEAM standard requires field labor ratios of 2 persons to 1 room; thus 50% of GSA lodging rate shall be applied for field labor lodging reimbursement.
- v. BLUETEAM reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide catastrophe to customers (CAT Fee). Area wide catastrophes may include but are not limited to hurricanes, tornadoes, floods, pandemics, and earthquakes. This cost will not exceed five percent (5%) of the total of all labor, equipment, and consumables on each project managed by BLUETEAM.

IV. General Notes

- i. Generators: There will be a minimum charge of Seven (7) day's daily rate plus ALL costs incurred in the transportation and connection of the generator, regardless if power is restored prior to the conclusion of the minimum rental period, or the Customer cancels the generator order at any time subsequent to order confirmation.
- ii. Insurance Premiums, Taxes, Permits, and Fees: The rates contained in this schedule are exclusive of all insurance premiums, federal, state, and local taxes, and associated permits or fees. Those insurance premiums permit costs and fees shall be billed to the Customer plus 10% overhead and 10% profit (20%).
- iii. Technology Fee: BLUETEAM shall charge a technology fee of 1% of the total cost of the Project to cover subscription dues and administrative costs associated with the software platform utilized.
- iv. CAT Allocation Expense: The CAT Fee covers the following: staging of assets prior to impact, labor allocation(s), pre-storm commitments including power, MEP Contractors, labor providers, lay-down yards which require fencing, security, ice/water, nourishment, and lodging prior to dates of impact, transfer costs of equipment to regional area, satellite phones, other communication tools necessary, and the transportation of all assets back from these events.
- v. Small Tools Charge: A Small Tools Charge calculated at 3% of the billable supervisor and field labor invoiced amount on the project. The following is a listing of small tools covered by the Small Tools Charge.

The following "small tools" includes but is not limited items listed below. A "Small Tools" charge of 3% is calculated based upon the billable supervisor and general labor rate.

Small Tools List	
Adj. Wrench, 8", 10", 12"	Hard Hats
Barrel Pumps	Ice Chest
Bars, Flat Pry	Lock Box
Blocks, Styrofoam / Wood	Lock, Master, #1, #5
Bolt Cutters	Lock-Out, Tag-Out Kit
Brooms	Measuring Wheel
Brush, Scrub, s/ 4" Handle	Mop Handles
Brush, Scrub, w/ 20" Handle	MSDS
Brush, Wire	O2 Meter
Bucket	Pallets jacks
Bulb, 100W	Pan, Dust
Bulb, Demo Light	Pump Sprayers
Catch Bin	Putty Knife < 2"
Chain, 25' Lengths	Repair Kit – Hose, Airless, Electri.
Chairs - folding	Rope
Chalk and Chalk Line	Saw, Hack
Decontaminated Tags	Scissors
Drill Bit Set	Shears, Sheet Metal, (Electric)
Drinking Cups	Shears, Sheet Metal, Hand
Dust Pans	Shirts / Vests
Engine Sprayer	Shovel, Spade
Face Shield, Disposable	Siphon Pump
Fire Extinguisher	Socket Set, 3/8"
Fire Extinguisher	Squeegee, Window
First Aid Kit	Staple Gun
Flashlight, w/o Batteries	Table
Foam Blocks	Tape Gun
Fuel Can, Diesel	Tool Kit (mechanical)
Fuel Can, Gas	Tool Box (portable)
Funnel, Generator	Utility Knife
Funnel, Small	Washtub, Rectangular
Furniture Blankets	Washtub, Round
Gang Boxes	Water Cooler
Generator Aux. Adapter, 220V	Water Hose
GFI	Water Hose Spray Nozzle
Hammers	Water Hose Y Connector
Hand Truck	Wheel Barrow



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/26/2022

PREPARED BY: Tenecha Williams, Interim Finance Director

AGENDA CONTENT: Discussion and possible action to include single-family residential units in the Windrose Green subdivision, by addendum, to the current contract between the City of Angleton and Waste Connections of Texas, LLC. This allows for the provision of regular trash services to single-family residential units in the Windrose Green subdivision and for the charging and collection of fees for such services.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Strategic Partnership Agreement by and between the City of Angleton, Texas, and Rancho Isabella Municipal Utility District, dated March 10, 2020 (the "SPA"), provides that residential trash service, in the Windrose Green subdivision, would be provided through the City's contracted vendor, Waste Connections of Texas, LLC ("Waste Connections") and billing would be through the City's Utility Billing Department. This requires a modification, through addendum, to the City's current Residential and Commercial Refuse and Recycle Service Contract with Waste Connections. This Addendum to Residential and Commercial Refuse and Recycle Service Contract is now brought before City Council for discussion and possible action.

Currently, Windrose Green subdivision's residents have been receiving trash services from Waste Connections one day a week, with pick-ups only occurring on Fridays. The City's Utility Billing has been keeping track of residents residing in Windrose Green, and dependent on City Council's approval, these residents will be charged for trash pick-up and recycling services beginning with the September billing, covering services from July 2022 through August 2022. This is a temporary solution between the City of Angleton, Windrose Green subdivision, and Waste Connections to allow for trash pick-up and recycling services until the City's current agreement with Waste Connections is updated to include Windrose Green subdivision.

Attached is the addendum that has been reviewed by the City Attorney's Office and Waste Connections.

RECOMMENDATION:

Staff recommends council approve the addendum to include the Windrose Green subdivision to the current Waste Connections contract.

ORDINANCE NO. _____

ORDINANCE EXPANDING THE SERVICE AREA OF EXISTING RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT

AN ORDINANCE EXPANDING THE SERVICE AREA OF EXISTING RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT MADE BY AND BETWEEN THE CITY OF ANGLETON, TEXAS, AND WASTE CONNECTIONS OF TEXAS, LLC; PROVIDING FOR THE COLLECTION OF RESIDENTIAL REFUSE AND RECYCLABLES FROM ALL SINGLE-FAMILY UNITS LOCATED WITHIN THE WINDROSE GREEN SUBDIVISION; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

Section 1. The Parties agree and acknowledge that the facts contained in the recitals of and preamble to this Contract have been found to be true and correct and are incorporated herein by reference and expressly made a part hereof, as if copied herein verbatim.

Section 2. The Contract has been attached to this Agreement as *Exhibit A* for reference.

Section 3.

ADDENDUM TO RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT

THIS ADDENDUM TO RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT (this “Addendum”) is attached and incorporated into that certain *Residential and Commercial Refuse and Recycle Service Contract* (the “Contract”) made by and between **Waste Connections of Texas, LLC**, a Delaware limited liability company (the “Contractor”), and the **City of Angleton, Texas**, a Texas home rule municipality (the “City”). Collectively, the Contractor and the City may be referred to herein as the “Parties.”

The following modifications and supplemental provisions are hereby incorporated into the Contract as if set forth therein verbatim, and all terms used herein which have a defined meaning in the Contract shall have the same meaning herein unless expressly stated to the contrary. To the extent of any conflict between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall control.

The City and the Contractor agree to the following:

RECITALS

WHEREAS, the City and the Contractor entered into a *Residential and Commercial Refuse and Recycle Service Contract*, dated January 1, 2018 (as amended, the “Contract”), for the provision of the collection, processing, and disposal of (a) residential refuse and recyclables collected from

all single family residential units and (b) commercial refuse collected from every commercial unit and industrial unit (the “Services”), under the terms of which the Contractor agreed to provide the City with such Services; and

WHEREAS, in the Contract, the City granted a nonexclusive right, privilege, and franchise to the Contractor pursuant to Section 9.02 of the Home Rule Charter of the City of Angleton, Texas, which provides that the City Council of the City of Angleton, Texas, shall have the power, by Ordinance, to grant, renew, extend, or amend all franchises of all public utilities of every character operating within the city; and

WHEREAS, in accordance with Section 552.002(d) of the Texas Local Government Code, the City desires to expand the Contractor’s franchise granted in the Contract and the Services performed thereunder by the Contractor specifically to the Windrose Green subdivision, located in the City’s extraterritorial jurisdiction, as a part of the Rancho Isabella Municipal Utility District (“Windrose Green”) as agreed in Section 4.07 of the *Strategic Partnership Agreement by and between the City of Angleton, Texas, and Rancho Isabella Municipal Utility District*, dated March 10, 2020 (as amended, the “SPA”), with such work to include the collection, processing, and disposal of residential refuse and recyclables collected from all single family residential units in Windrose Green; and

WHEREAS, the City and the Contractor have determined that they are authorized by the laws of the State of Texas to enter into this Addendum and agree to the terms, provisions, and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Contractor agree to as follows:

1. The Parties hereby agree and intend to **expand the single-family residential unit service area** of the Contract by amending **Section 1.3 of the Contract** to read as follows:

For any commercial unit, industrial unit, or other physical location (including any individual, business, or entity), the CITY’s service area shall be within the city limits of the City of Angleton, Texas. For any single-family residential unit, the CITY’S service area shall be within:

- a. The city limits of the City of Angleton, Texas, as both the present and future boundaries exist; or
 - b. The limits of the subdivision known as Windrose Green, located in the City’s extraterritorial jurisdiction, as a part of the Rancho Isabella Municipal Utility District (“Windrose Green”).
2. As such, the work to be done by CONTRACTOR pursuant to the Contract consists of the collection, processing, and/or disposal of (a) residential refuse and recyclables collected from all single-family residential units as well as (b) commercial refuse collected from every commercial unit and industrial unit along with the furnishing of all labor, methods,

processes, tools, equipment, and disposal necessary to meet the requirements of the Contract and this Addendum.

3. The City and Contractor agree that collection, processing, and disposal within the expanded single-family residential unit service area, as described in above in this Addendum, shall be in accordance with Article V – Single Family Residential Unit Collection of the Contract.
4. The Parties agree that the City shall provide a Resident List, as that term is defined in Section 18.9 of the Contract, to the Contractor for Windrose Green and shall update the Windrose Green Resident List in accordance with the requirements of Section 18.9 of the Contract, as is applicable.
5. Within thirty (30) days of the effective date of this Addendum, pursuant to and in accordance with Section 11.2 of the Contract, the Contractor shall provide to the City certificates of insurance to the effect that such insurance, as required by Section 11.4 of the Contract, has been procured and is in force and said certificates name the City as an additional insured.
6. Prior to the effective date of this Addendum, pursuant to and in accordance with Section 11.5 of the Contract, the Contractor shall provide to the City an updated faithful annually renewable performance bond in the amount of \$1,762,000.00 with such bond being made payable to the City, or as may otherwise be provided by law, and shall be subject to approval of the City.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the Effective Date of the Contract. This Addendum and the Contract may be executed in multiple counterparts, each of which shall be deemed an original and which, taken together, constitute one instrument. The City and the Contractor further agree that this Addendum and the Contract shall become binding upon them by the delivery of an original or upon transmission by facsimile or other electronic transmission or otherwise to the other party or such party's counsel of copies of their respective signatures upon this Addendum and the Contract. Duplicate electronic or paper copies of duly executed counterparts of the Contract and this Addendum shall have the same full force and effect as originals and may be relied upon as such.

Section 4. Except as herein amended, which amendments are effective as of the effective date of this Agreement, the terms of the Contract remain in full force and effect and are hereby confirmed.

Section 5. **Power to Grant Amendment.** Pursuant to Section 9.02 of the Home Rule Charter of the City of Angleton, Texas, the City Council of the City of Angleton, Texas, shall have the power by ordinance to grant, renew, extend, and amend all franchises of all public utilities of every character operating within the City.

Section 6. Government Function. All of the regulations and activities required by the Contract and this Addendum are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 7. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance and, as appears thereunder, this Addendum is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent the City of Angleton, in adopting this Ordinance and Addendum, that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this Ordinance are declared to be severable.

Section 8. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 9. Governmental Function. All of the regulations and activities required by this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 10. Effective Date. This Ordinance shall become effective and in full force immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this, the _____ day of July, 2022.

ATTEST:

APPROVED:

_____,
City Secretary

Jason Perez, Mayor

ACKNOWLEDGED, APPROVED, AND AGREED:

CONTRACTOR:

WASTE CONNECTIONS OF TEXAS, LLC

By: _____

Name: _____

Title: _____

**RESIDENTIAL AND COMMERCIAL
REFUSE AND RECYCLE SERVICE CONTRACT
CITY OF ANGLETON, TEXAS
AND
WASTE CONNECTIONS OF TEXAS, LLC**

Effective Date: January 01, 2018

RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT

This RESIDENTIAL AND COMMERCIAL REFUSE AND RECYCLE SERVICE CONTRACT (this "Agreement") is made and entered effective as of 01 day of January, 2018, by and between the **CITY OF ANGLETON, TEXAS**, a Texas home rule municipality, hereinafter referred to as the "CITY", and **WASTE CONNECTIONS OF TEXAS, LLC**, a Delaware limited liability company, its successors and assigns, hereinafter referred to as "CONTRACTOR".

Parties. The **CITY OF ANGLETON, TEXAS**, herein called the CITY, a municipal corporation created under Title 28 of the Texas Revised Civil Statutes, hereby grants the nonexclusive right, privilege, and franchise herein stated to **WASTE CONNECTIONS OF TEXAS, LLC**, its successors and assigns, herein called CONTRACTOR.

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

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

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

Government Function. All of the regulations and activities required by this Franchise Agreement are hereby declared to be governmental and for the health, safety and welfare of the general public.

I SCOPE OF WORK AND AGREEMENT

1.1. The work to be done by CONTRACTOR pursuant to this Agreement consists of collection, processing and/or disposal of: (a) residential refuse and recyclables collected from all single family residential units, and (b) commercial refuse collected from every commercial unit

and **industrial unit**, and, all located within the city limits of the **CITY as the present and future boundaries exist** and the furnishing of all labor, methods or processes, tools, equipment and transportation and disposal necessary to meet the requirements of this Agreement.

1.2. All collections and disposal contemplated hereunder shall be done and performed by CONTRACTOR promptly and in a good, thorough, workmanlike, safe and efficient manner to the reasonable satisfaction of the CITY.

1.3. The CITY's service area shall be any commercial unit, industrial unit, single family residential unit, or other physical location (including any individual, business, or other entity) within the city limits of the City of Angleton, Texas.

II DEFINITION OF TERMS

2.1. Whenever in this Agreement the following terms are used, they shall be defined as follows:

(a) Bags – Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

(b) Brush – Plants or grass clippings, leaves or tree trimmings.

(c) Bulky Waste – Waste measuring in excess of forty-eight (48) inches in length or fifty (50) pounds in weight, including, without limitation, refrigerators, freezers, air conditioners (note: all must have certification of Freon reclamation), stoves, water tanks, washing machines, dryers, freezers, other white goods, appliances, hot water heaters, couches, furniture, bicycles, large volumes of containerized Yard Waste and similar items that might be found in or around the home. Bulky Waste shall include household move-in cartons when collapsed and tied.

(d) Bundles – Trees, shrub and brush trimmings or newspapers and magazines neatly stacked, forming an easily handled package not exceeding five feet (5') in length or fifty (50) pounds in weight, and eighteen inches (18") in diameter. Total amount "bundled" material set out for collection each week shall not exceed two (2) cubic yards.

(e) CITY – City of Angleton, Texas.

(f) Commercial Handpick Unit – Any Commercial Unit served by a Ninety-Five (95) Gallon Cart because it does not generate enough Commercial Refuse to justify a Dumpster or there is not enough room on the property to place a Dumpster.

(g) Commercial Refuse - All Garbage, Rubbish, and Bulky Waste generated by a commercial or industrial unit, excluding Hazardous Waste and Construction and Demolition Waste, except for such incidental quantities as are regulatory acceptable and are agreed to by Contractor.

(h) Commercial Refuse Collection – Non-Residential Refuse collected from commercial or industrial establishments.

(i) Commercial Unit – any commercial or industrial facility that generates and accumulates Commercial Refuse during, or as a result of, its business, including, without limitation, stores, offices, restaurants, manufacturing facilities, warehouses, and other similar facilities.

(j) Construction and Demolition Waste – Waste building materials resulting from construction, remodeling, repair, tree removal, landscaping or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of building or other structures including, but not limited to, lumber, plywood, drywall, carpeting and other flooring material, tile, roofing material, stumps, and soil.

(k) CONTRACTOR – Waste Connections of Texas, LLC

(l) Customer – The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the CITY, and identified by the CITY as being eligible for and in need of the services provided by the CONTRACTOR under this Agreement.

(m) Dumpster - a metal container of at least two (2) cubic yards in size, with an attached lid, and specifically designed for use with a front-end loading packer truck.

(n) Franchise Fee – A fee retained by the CITY pursuant to Section 18.1 below.

(o) Force Majeure Event -- means: (i) an act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence; (ii) riots, wars, sabotage, civil disturbances, acts of terrorism or insurrection; (iii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise materially affects this Agreement or any permits or licenses of CONTRACTOR with respect to the acceptance and/or disposal of any waste; (iv) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept any waste; (v) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to CONTRACTOR's obligations under this Agreement, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations of CONTRACTOR set forth in this Agreement; (vi) strikes, lockouts and other labor disturbances excluding CONTRACTOR'S employees; or (vii) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste.

(p) Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-putrescible, and incombustible materials, such as organic wastes from food

preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items.

(q) Handicapped Residential Unit – Any Residential Unit that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Residential Refuse at the curbside, and that generates and accumulates Residential Refuse. The identities of the members of a Handicapped Residential Unit shall be certified by the CITY, and agreed to by CONTRACTOR. The CITY adheres to the definition of disability in the American Disabilities Act and the Texas Human Resources Code.

(r) Hazardous Waste – Any chemical compound, mixture, substance or article which is designated by any governmental authority, whether before or after the date of this Agreement, including, without limitation, the United States Environmental Protection Agency or any agency of the State of Texas, as “hazardous” or “toxic” as the term is defined by or pursuant to federal, state or local laws or ordinances. Hazardous Waste shall also include all medical waste items.

(s) Industrial Unit/Facility – All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the CITY.

(t) Medical Waste – Waste generated by health care related facilities and associated with health care activities, including but not limited to blood products, microbiological waste, pathological waste and sharps.

(u) Multi-Family Residential Unit – Any Residential Unit that is designed for and inhabited by multiple family units and that generates and accumulates Residential Refuse.

(v) Ninety-Five (95) Gallon Cart – The CONTRACTOR provided polyethylene receptacle designed for the collection of solid waste material, with a minimum ninety-five (95) gallon capacity, equipped with a tight fitting hinged overlapping lid with two (2) oblique handles on the front corners for easy opening, two (2) 12 inch plastic molded/snap on wheels rated for 200 pounds per wheel, in-molded, integral hand grips for pushing/pulling the cart. After waste is removed, CONTRACTOR shall leave containers at point of origin. CONTRACTOR shall supply one (1) ninety-five (95) Gallon Cart for each occupied Residential Unit for Residential Refuse and one (1) ninety-five (95) Gallon Cart or each occupied Residential Unity for Recyclables.

(w) Processing Fee – A fee the CITY assesses per month per Residential Unit Customer account, added to the Base Rate that may be retained by the CITY as a processing fee for billing and collection services to Residential Units under this Agreement and pursuant to Section 18.1 below.

(x) Refuse – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans.

metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600° to 1800°F).

(y) Residential Refuse – All Garbage, Rubbish, and all other items that may be deposited in a sanitary landfill as generated by an occupant of a Residential Unit, excluding Hazardous Waste.

(z) Residential Unit – A dwelling within the corporate limits of the CITY occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water and sewer or domestic light and power services are being supplied thereto.

(aa) Rubbish – All wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

(bb) Single Family Residential Unit – any Residential Unit that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Residential Refuse, Bulky Waste, Bundles, and/or Yard Waste. For purposes of this Agreement, Single-Family Residential Unit shall include duplexes, churches, and non-profit organizations.

(cc) Severe Weather Conditions – An act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence.

(dd) Solid Waste – Municipal Solid Waste as that term is defined in Section 363.004, Texas Health and Safety Code.

(ee) Street – The surface of any public street, road, highway, alley, bridge, or other public place or way now or hereafter held by the CITY for the purpose of public travel and shall include other easements or rights-of-way now held, or hereafter held by CITY which, within their proper use and meaning, entitle CITY and CONTRACTOR to the use thereof for the purpose of collecting and transporting recyclables, and garbage and trash for ultimate disposal.

(ff) Waste – All Residential Refuse, Bulky Waste, Yard Waste, Bundles, Commercial Refuse and Industrial Refuse to be collected by CONTRACTOR pursuant to this Agreement. The term “Waste” specifically excludes “Excluded Waste” as described in Section 5.10.

(gg) Yard Waste – All tree trimmings, grass cuttings, plants, weeds, leaves, sawdust, limbs less than one inch (1”) in diameter, brush or clippings.

III EQUIPMENT AND PERSONNEL

3.1 CONTRACTOR shall furnish a sufficient number of all metal, packer and roll-off container type trucks with sufficient operators and workers for each, to collect and dispose of

Waste collected within the CITY from Residential Unit Customers, and Commercial Unit and Industrial Unit Customers, and a sufficient number of recycling-type trucks, with sufficient operators and workers for each, to collect Recyclables in the CITY from Residential Unit Customers, and adequate equipment to process said Recyclables. All equipment must be in good working order and equipment shall bear the name of CONTRACTOR and CONTRACTOR's local telephone number which shall be displayed on such equipment in a clear, legible manner. All collection equipment shall be maintained in an efficient working condition throughout the term of this Contract. All collection vehicles shall be equipped with flashing and audible back-up lights. CONTRACTOR's vehicles shall maintained and painted as often as necessary to preserve and present a well kept appearance, and CONTRACTOR shall have a regular preventive maintenance program. CONTRACTOR's collection equipment shall not be allowed to scatter any Waste within the limits of the CITY nor while in route to the Disposal Site. CONTRACTOR shall immediately clean up all leakage, spillage and blown debris resulting from CONTRACTOR's vehicle. CONTRACTOR shall operate all vehicles and equipment and vehicles in compliance with all applicable laws, and in accordance with manufacturer's specifications.

3.2 All Dumpsters and Roll-Off Bins requested by Commercial Unit and Industrial Unit Customers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed as needed to maintain all health and safety concerns free of charge. All other container movement will be as agreed by the CONTRACTOR and such Customer.

3.3 CONTRACTOR shall clean up all Waste that has been littered by CONTRACTOR in the area of collection before leaving such area. CONTRACTOR shall immediately clean up all Waste from Bags torn by CONTRACTOR, in the general area of such Bags.

3.4 All CONTRACTOR personnel on the service trucks must wear uniforms identifiable as CONTRACTOR employees, save and except during emergency situations (such as during a Force Majeure Event or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). CONTRACTOR shall provide each employee with appropriate safety equipment and assure that all employees or contract laborers are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned. CONTRACTOR will assure the presence of at least one English-speaking employee on each service truck. CONTRACTOR's employees will not take breaks or lunch in the CITY's subdivisions. CONTRACTOR shall assure that employees serve the public in a courteous, helpful and impartial manner. The CITY shall have the right, using reasonable discretion, to request than an employee be barred from further work for the CONTRACTOR in connection with this Agreement for reasons including: wanton, discourteous, belligerent or unsafe behavior. The CITY'S request shall be in writing and shall describe the reasons for the request. Upon receipt of the CITY'S request, the CONTRACTOR shall comply immediately by removing the individual from duties within the CITY.

3.5 The relationship of the CONTRACTOR to the CITY shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the parties is created by this Agreement. By entering into this Agreement with the CITY,

CONTRACTOR acknowledges that it will, in the performance of its duties under this Agreement, be acting as an independent contractor and that no officer, agent or employee of the CONTRACTOR will be for any purpose an employee of the CITY and that no officer, agent or employee of the CONTRACTOR is entitled to any of the benefits and privileges of a CITY employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the CITY.

3.6 Alcohol and Drug Free Policy. The employees of CONTRACTOR must be drug and alcohol free during performance of these services provided to the CITY.

IV

OFFICE HOURS; ROUTES; COMMUNICATIONS; ANNEXATION

4.1. CONTRACTOR shall maintain and staff an office Monday through Friday, 8:00 a.m. to 5:00 p.m. for the CITY or individual Customers, to communicate, discuss and refer any complaints arising in connection with such collection and disposal service. CONTRACTOR's office is located at 10310 FM 523, Angleton, TX 77515.

4.2. Collection routes shall be established by the CONTRACTOR, and reasonably approved by the CITY. Should a routing change be necessary, CONTRACTOR shall notify the CITY at least thirty (30) days prior to the implementation of any such change in collection route. The CITY's approval of such routing change shall not be unreasonably withheld. CONTRACTOR shall notify residents in the affected area of the change in of routing. Notification shall be by mailed notice to affected Residential Units.

4.3 CONTRACTOR shall notify the CITY by 6:00 a.m. on day of service or day before if known, if service will not be provided due to a "Force Majeure" event. If CONTRACTOR begins service and then makes a determination to stop service mid-day due to Force Majeure, then CONTRACTOR will provide notification to the CITY as soon as possible. As soon as practical after such Force Majeure event, CONTRACTOR shall advise the CITY when it is anticipated that normal routes and schedules can be resumed.

4.4. All dealings between CONTRACTOR and the CITY shall be directed by CONTRACTOR to the City Manager or his/her designee.

4.5. If the CITY annexes additional land into its corporate limits during the term of this Contract, then CONTRACTOR'S rights, duties and obligations under this Contract shall include the annexed land in accordance with the terms hereof.

V

SINGLE FAMILY RESIDENTIAL UNIT COLLECTION

5.1. CONTRACTOR shall, prior to commencement of service under this Agreement and prior to any alteration in the collection schedule as allowed hereunder, notify each Customer of the CITY of the collection schedule (or alteration thereof) and the address and telephone number of CONTRACTOR.

5.2. CONTRACTOR will provide each Single Family Residential Unit within the CITY with a Ninety-Five (95) Gallon Cart for Residential Refuse at the Rates set forth in Section 18.1, as such may be adjusted from time to time. Title to the refuse containers shall remain with CONTRACTOR.

5.3. CONTRACTOR shall collect and properly dispose of all Residential Refuse from all Single Family Residential Units used for residential purposes located within the CITY, twice each week, curbside with Ninety-Five (95) Gallon Cart service on the day or days selected by CONTRACTOR and communicated to the CITY and Customers, except when a holiday, as set forth in Section 21 hereof, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the times and routes of collection, provided that the CITY is given prior written notification of the changes. CONTRACTOR may change or alter the days of collection only after receiving prior consent from the CITY, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR shall bear the cost to notify the Customers of any changes in service days, if applicable.

5.4. All Residential Refuse from Single Family Residential Units must be placed in the Ninety-Five (95) Gallon Cart and be placed within three feet (3') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. Except as provided in Section 5.8, CONTRACTOR shall have no obligation to: (i) collect any Residential Refuse, Yard Waste, Bulky Waste, or Bundles that contains Excluded Waste, (ii) collect any Residential Refuse that is not placed in the Ninety-Five (95) Gallon Cart, or (iii) empty any Ninety-Five (95) Gallon Cart that is not placed out for collection in accordance with the provisions of this Article V. In the event a Single Family Residential Unit generates more Residential Refuse than will fit in a Ninety-Five (95) Gallon Cart, the Customer at such Single Family Residential Unit may request that CONTRACTOR provide to such Customer, at the Rates provided for in Section 18.1, such additional Ninety-Five (95) Gallon Carts as may be necessary to accommodate all Residential Refuse generated by such Single Family Residential Unit.

5.5. CONTRACTOR shall collect and properly dispose of all Yard Waste, Bulky Waste and Bundles, once weekly, on the day selected by CONTRACTOR and communicated to the CITY and customers, except when a holiday, as set forth in Section 21 hereof, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next business day, except for emergencies resulting from a Force Majeure Event (such service is hereinafter referred to as "Bulky Waste Collection").

5.6. All Yard Waste, Bulky Waste, and Bundles shall be placed within three feet (3') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. If construction work is being performed in the right-of-way, Bulky Waste Bags, Bundles or other items of Bulky Waste shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any waste material that: (i) contains any Excluded Waste, (ii) is not placed out for collection in accordance with the provisions of this Article V, or (iii) that is not in an approved container, Bag, or Bundle. A tied plastic Bag with adequate strength to support the contained waste shall be considered an

approved container. Notwithstanding anything contained herein to the contrary, each Customer shall only be entitled to place out for collection up to two (2) cubic yards (by volume) of Bulky Waste, Yard Waste, and Bundles, collectively, as part of Bulky Waste Collection per week.

5.7. CONTRACTOR will collect Residential Refuse, Bulky Waste, and Yard Waste from all Residential Units within the CITY's service area and whose collection services have not been terminated by the CITY pursuant to Section 18.6.

5.8. Putrescible waste material shall have priority collection should the community suffer the consequences of Severe Weather Conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. The collection of structural debris, uprooted trees, roofing material and other debris or waste materials generated by Severe Weather Conditions or any unusual natural occurrence is outside the services contracted for in this Agreement. The parties agree that if a Severe Weather Condition is not declared an emergency/disaster by the State/Federal government and therefore not subject to FEMA or other governmental rules/regulations and reimbursement occurs and impacts Residential Unit Customers, CONTRACTOR, at the CITY'S request, would provide service at mutually agreed upon rates outside of the parameters of this Agreement, and response time and level of service would be agreed upon on a case by case basis

5.9. It shall be the responsibility of the Customers to place Residential Refuse, Bulky Waste, Yard Waste, and Bundles at the proper location at or before 7:00 a.m. on a regularly scheduled collection day.

5.10. Customers shall not place the following items in Ninety-Five (95) Gallon Carts, or otherwise out for collection by CONTRACTOR (collectively, "Excluded Waste"):

(a) All waste, except as otherwise provided in this Agreement, which is not placed in the appropriate container provided at the curbside;

(b) Concrete, dirt, bricks, batteries, cross ties, rocks, tires and logs and stumps over six inches (6") in diameter;

(c) Construction and Demolition Waste (such materials should be removed by people performing work). If minor repair work is completed by Customers themselves, small amounts of materials will be collected if meet general guidelines regarding lengths, weights, etc., are met. Such amounts must be reasonable – not exceeding the Bulky Waste Collection limits set forth above;

(d) Demolition waste from vacant or improved properties prior to occupancy;

(e) Sizable amounts of trees, brush, or debris cleared from properties, including, but not limited to, clearing in preparation for construction;

(f) Household hazardous waste, including, but not limited to, pool chlorine and other chemicals, fertilizer, pesticides, paint, oil or other petroleum products and medical sharps or waste. Refrigerator items, air conditioning units, or any items containing Freon must have CFCs recovered and be tagged by a certified specialist prior to disposal; and

(g) Hazardous Waste.

5.11. In the event a Residential Unit generates Excluded Waste that requires collection, transportation and/or disposal, the Customer shall contact CONTRACTOR to separately arrange for the collection of such Excluded Waste at rates to be separately agreed-upon by the Customer and CONTRACTOR. In the event CONTRACTOR elects to not collect such Excluded Waste, CONTRACTOR shall provide the Customer with the names of licensed service-providers whom the Customer may then contact to collect such Excluded Waste.

5.12. CONTRACTOR will make no residential collections before 7:00 a.m. or after 7:00 p.m. unless the designated representative of the CITY has been notified and has given approval.

5.13. Should CONTRACTOR be unable to collect the trash at any CITY residential address, CONTRACTOR shall leave a tag at the address, indicating the reason for non-collection.

5.14. CONTRACTOR shall pick up any Residential Refuse resulting from spillage occurring in the loading of Residential Refuse into the truck regardless of the area in which such spillage occurs.

5.15. If the Customer damages a Ninety-Five (95) Gallon Cart, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a Ninety-Five (95) Gallon Carts. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

5.16. Notwithstanding anything to the contrary contained herein, CONTRACTOR agrees to assist Handicapped Residential Units with house-side collection of their containers, provided that CONTRACTOR receives prior written notice from the Handicapped Residential Unit of such special need. CONTRACTOR shall not be responsible for any modifications and accommodations required by the Americans with Disabilities Act, or any other applicable law or regulation in connection with the services provided hereunder to Handicapped Residential Units.

VI

MULTI-FAMILY RESIDENTIAL UNIT COLLECTION

6.1. CONTRACTOR shall collect and properly dispose of all Residential Refuse from all Multi-Family Residential Units upon the terms and conditions set forth in this Agreement. CONTRACTOR and each Multi-Family Residential Unit shall enter into a separate agreement which shall govern the provision of such Residential Refuse services. Residential Refuse collection from Multi-Family Residential Units shall be made by the use of two (2), three (3), four (4), six (6), and eight (8) cubic yard Dumpsters, or twenty (20) or forty (40) cubic yard roll-off container / compactors. All Dumpsters and roll-offs provided herein shall be supplied by CONTRACTOR. CONTRACTOR's local telephone number shall be displayed on such equipment in a clear, legible manner. All dumpsters and roll-offs shall be maintained in good and nuisance free condition.

6.2. Multi-Family Residential Unit Customers shall not deposit in CONTRACTOR's equipment or place for collection by CONTRACTOR any Excluded Refuse. Notwithstanding any other term contained herein, CONTRACTOR shall have no obligation to collect any waste which is, or which CONTRACTOR reasonably believes to be, Excluded Refuse. Title to and liability for any Excluded Refuse shall remain with Multi-Family Residential Unit Customer, even if CONTRACTOR inadvertently collects and disposes of such Excluded Refuse. If CONTRACTOR finds what reasonably appears to be discarded Excluded Refuse, CONTRACTOR shall notify the Multi-Family Residential Unit Customer, that CONTRACTOR may not lawfully collect such Excluded Refuse and leave a tag specifying the nearest location available for appropriate disposal.

6.3. Any changes in the policies and procedures described in the preceding section shall be submitted to the CITY and all Multi-Family Residential Unit Customers in writing not less than thirty (30) days prior to the effective date of such change.

6.4. Any and all Multi-Family Residential Unit Dumpsters / containers shall be located at a place mutually convenient and safely serviceable as agreed upon by CONTRACTOR and the Multi-Family Residential Unit Customer.

6.5. Dumpster / containers shall not be filled with debris in a manner so that the lid or cover will not close as designed. CONTRACTOR may decline to empty an overloaded Dumpster / container until the Customer unloads the Dumpster / container to the point where the lid or covers will close, and the Dumpster / container is not over weight, or until other mutually agreeable arrangements have been made.

VII SPECIAL COLLECTION SERVICES TO CITY

7.1 In the event of an emergency situation affecting the CITY, CONTRACTOR agrees to use commercially reasonable efforts to assist the CITY in the collection and disposal of waste on such terms and conditions as are mutually agreed upon between CONTRACTOR and the CITY.

7.2 At no cost to the CITY, CONTRACTOR shall regularly collect and dispose of Garbage, Rubbish, and Recyclables which is generated in the normal course of municipal operations at municipal locations in the CITY; provided, however, this service will not include the collection of Bulky Waste, or collection of any waste stream from roll-off containers..

7.3 At no cost to the CITY, CONTRACTOR shall also provide special collection and disposal services for two (2) citywide cleanups and six (6) community events annually. CONTRACTOR will provide temporary trash receptacles, and large clear drum liners per event or citywide cleanup. The CITY shall inform CONTRACTOR of the logistics and required services at least thirty (30) days before the city event or community-wide clean up.

7.4 At no cost to the CITY, CONTRACTOR shall provide Ninety-Five (95) Gallon Carts for recycling for all CITY facilities, and collect the Recyclables from CITY facilities once per week, at no cost to the CITY.

7.5 CONTRACTOR shall provide an annual One Thousand and 00/100 Dollars (\$1,000.00) sponsorship for the Freedom Fireworks display each year for the term of this Franchise Agreement.

7.6 CONTRACTOR agrees to provide a Recycling and Solid Waste truck and drivers at public outreach and education events at no cost to the CITY, up to two (2) events during any rolling twelve (12) month period. The CITY shall provide CONTRACTOR at least thirty (30) days' notice prior to the events.

7.7 CONTRACTOR will provide ten (10) roll-off containers and hauls as designated by the CITY for demolition of structures or other debris removal as requested, at no charge to the CITY.

VIII RECYCLING COLLECTION

8.1 CONTRACTOR will provide each Residential Unit within the CITY with a ninety-five (95) gallon recycling container at the Rates set forth in Section 18.1, as such may be reduced from time to time. Title to the recycling containers shall remain with CONTRACTOR. If the Customer damages a recycling container, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a new recycling container. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

8.2 CONTRACTOR will collect plastics of grades #1 through #5, and #7, newspaper, and aluminum, tin, or metal cans from the curbside of each Residential Unit, and such other materials as CONTRACTOR may add, from time to time, pursuant to Section 8.6.

8.3 Prior to the commencement of the recycling program and continuing through the Term of this Agreement, CONTRACTOR will provide information to the CITY's Customers about the program, including the specific types of materials to be collected and the collection days. Thereafter, throughout the term of this Agreement, CONTRACTOR will inform the Customers of the CITY promptly of any changes in the recycling program and such changes will not take effect until such notice has been provided to the Customers of the CITY.

8.4 Recycling shall be collected from the CURBSIDE once every week on the day selected by CONTRACTOR and communicated to the CITY and the Customers, except when a holiday, as set forth in Section 21 below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the days, times and routes of collection, provided that the CITY is given prior written notification of the changes.

8.5 CONTRACTOR will transport the collected recyclable materials to a processing center. CONTRACTOR will obtain title to the recyclable materials upon collection from each Residential Unit and shall be responsible for the sale of such recyclable materials. CONTRACTOR shall be entitled to receive and retain all revenues from the sale of recyclable

materials received by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall donate \$500.00 per month to the CITY'S Keep Angleton Beautiful Fund.

8.6 CONTRACTOR reserves the right, from time to time, to add or delete items from recycling collection, for which no secondary market continues to exist or may be created. CONTRACTOR has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

8.7 CONTRACTOR reserves the right and has the duty under law to inspect recyclable materials put out for collection and to reject recyclable materials observed to be contaminated with Residential Refuse, Yard Waste, Bulky Waste, or Excluded Waste.

IX COMMERCIAL COLLECTION

9.1 CONTRACTOR shall provide the collection, processing and/or disposal of all Commercial Refuse upon the terms and conditions set forth in this Agreement. The CONTRACTOR and each Commercial Unit shall enter into a separate agreement which shall govern the provision of such Commercial Refuse services. Commercial Refuse collection shall be made by the use of two (2), three (3), four (4), six (6), and eight (8) cubic yard Dumpsters, or twenty (20) or forty (40) cubic yard roll-off container / compactors. All Dumpsters and roll-offs provided herein shall be supplied by CONTRACTOR. CONTRACTOR's local telephone number shall be displayed on such equipment in a clear, legible manner. All dumpsters and roll-offs shall be maintained in good and nuisance free condition.

9.2 CONTRACTOR will provide each Commercial Handpick Unit within the CITY with a ninety-five (95) gallon container for Commercial Refuse at the Rates set forth in Section 18.1, as such may be adjusted from time to time. Title to the refuse containers shall remain with CONTRACTOR.

9.3 CONTRACTOR shall collect and properly dispose of all Commercial Refuse from all Commercial Handpick Units used for commercial purposes located within the CITY, twice each week, curbside with Ninety-Five (95) Gallon Cart service on the day or days selected by CONTRACTOR and communicated to the CITY and Customers, except when a holiday, as set forth in Section 21 hereof, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the times and routes of collection, provided that the CITY is given prior written notification of the changes. CONTRACTOR may change or alter the days of collection only after receiving prior consent from the CITY, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR shall bear the cost to notify the Customers of any changes in service days, if applicable.

9.4 All Commercial Refuse generated from Commercial Handpick Units must be placed in the Ninety-Five (95) Gallon Cart and be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. CONTRACTOR shall have no obligation to: (i) collect any Commercial Refuse

that contains Excluded Waste, (ii) collect any Commercial Refuse generated from Commercial Handpick Units that is not placed in the Ninety-Five (95) Gallon Cart, or (iii) empty any Ninety-Five (95) Gallon Cart that is not placed out for collection in accordance with the provisions of this Article IX. It shall be the responsibility of the Commercial Handpick Unit Customers to place Commercial Refuse at the proper location at or before 7:00 a.m. on a regularly scheduled collection day.

9.5 Commercial Customers shall not deposit in CONTRACTOR's equipment or place for collection by CONTRACTOR any Excluded Refuse. Notwithstanding any other term contained herein, the CONTRACTOR shall have no obligation to collect any waste which is, or which CONTRACTOR reasonably believes to be, Excluded Refuse. Title to and liability for any Excluded Refuse shall remain with Commercial Customer, even if CONTRACTOR inadvertently collects and disposes of such Excluded Refuse. If CONTRACTOR finds what reasonably appears to be discarded Excluded Refuse, the CONTRACTOR shall notify the Commercial Customer, that CONTRACTOR may not lawfully collect such Excluded Refuse and leave a tag specifying the nearest location available for appropriate disposal.

9.6 Any changes in the policies and procedures described in the preceding section shall be submitted to the CITY and all Commercial Customers in writing not less than thirty (30) days prior to the effective date of such change.

9.7 Any and all Commercial Dumpsters / roll-off containers shall be located at a place mutually convenient and safely serviceable as agreed upon by CONTRACTOR and the Commercial Customer.

9.8 Dumpster / containers shall not be filled with debris in a manner so that the lid or cover will not close as designed. CONTRACTOR may decline to empty an overloaded Dumpster / container until the Customer unloads the Dumpster / container to the point where the lid or covers will close, and the Dumpster / container is not over weight, or until other mutually agreeable arrangements have been made.

X

USE OF STREETS/PROPERTY DAMAGE

10.1 No surface of any street shall be cut or damaged by CONTRACTOR by the negligent or reckless operation of its collection and transportation equipment. The surface of any street cut or damaged by CONTRACTOR in the negligent or reckless operation of any such equipment shall be replaced or repaired to its original condition to the reasonable satisfaction of the CITY. Should CONTRACTOR'S negligent or recklessness cause damage to any street, CONTRACTOR shall be liable to the CITY for any such damage, and failure by CONTRACTOR to reimburse the CITY for any sums required to be expended by the CITY for any costs of repair shall constitute an event of default. Notwithstanding the foregoing, the CITY warrants that the CITY's pavement, curbing or other driving surface or any right of way reasonably necessary for CONTRACTOR to provide the services described herein are sufficient to bear the weight of all of CONTRACTOR's equipment and vehicles reasonably required to perform the services hereunder; and that CONTRACTOR will not be responsible for damage to any such pavement, curbing, driving surface or right of way to the extent resulting from the

weight of CONTRACTOR's equipment and vehicles (except to the extent such equipment or vehicle's weight is in excess of legal weight limits).

10.2 CONTRACTOR shall be liable for any damage or destruction to private property occurring as a result of negligent or reckless performance of services hereunder. In the event any such damage or destruction shall occur, CONTRACTOR shall cause such repair or replacement as shall be reasonably necessary to restore such damaged or destroyed private property to its condition prior to such damage or destruction.

**XI
BONDS AND INSURANCE**

11.1 CONTRACTOR shall maintain in full force and effect during the term of the Agreement, worker's compensation insurance in accordance with the workers compensation statutes of the State of Texas, automobile liability, general liability, employer's liability and property damage insurance, including contractual liability coverage for the indemnity provisions of the Agreement in a form acceptable to the CITY ATTORNEY for the benefit of the third person who may be injured or damages as a result of any negligent operations or other wrongful conduct of said CONTRACTOR in the performance of his work under the Agreement.

11.2 All insurance shall be written by an insurance company and for policy limits reasonably acceptable to the CITY. Prior to the commencement of the Agreement, CONTRACTOR agrees to furnish the CITY certificates of insurance, on an annual basis, to the effect that such insurance has been procured and is in force, and said certificates shall name the CITY as an additional insured.

11.3 Notice of cancellation of such policy shall be given to the CITY not less than thirty (30) days prior to the cancellation date.

11.4 For the purpose of this Agreement, CONTRACTOR shall carry the following types of insurance in the minimum limits as specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
General Liability	
Bodily Injury & Property Damage	\$3,000,000
Aggregate	\$3,000,000
Employer's Liability	\$2,000,000
Automobile Liability	
Bodily Injury & Property Damage	\$2,000,000 combined single limit

Excess Umbrella Liability
 Bodily Injury & Property Damage \$5,000,000 each occurrence
 \$5,000,000 aggregate

The above insurance policies should provide the following:

- a. Any subcontractors hired by CONTRACTOR shall maintain insurance coverage equal to that required of CONTRACTOR. It is the responsibility of CONTRACTOR to assure compliance with this provision. The CITY accepts no responsibility arising from the conduct or lack of conduct, of subcontractors of CONTRACTOR.
- b. The CITY shall be named as an additional insured with respect to GL and Auto Liability, subject to CONTRACTOR's indemnities set forth herein.
- c. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- d. A waiver of subrogation in favor of the CITY shall be contained in the WC's and all liability policies.
- e. CONTRACTOR shall notify CITY of any material change in the insurance coverage within thirty (30) days of such material change.
- f. All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
- g. All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage to the extent of CONTRACTOR's indemnity obligations herein, regardless of the application of other insurance.
- h. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- i. Insurance must be purchased from insurers having a minimum AmBest rating of "A7".

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Angleton.

Upon request, CONTRACTOR shall furnish the CITY with a Certificate of Insurance and copies of all applicable endorsements.

A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the CITY prior to the effective date of this Agreement by CONTRACTOR's insurance agent of record or insurance company.

11.5 Prior to the effective date of this Agreement, CONTRACTOR shall furnish and maintain a faithful annually renewable performance bond during the full term of this Agreement in the amount of \$1,762,000, which can be adjusted by mutual consent during the faithful performance of the Agreement. CONTRACTOR shall pay the premiums for such bond. Said bond shall be issued by a corporate surety company duly authorized to do business in the State of Texas. Said bond shall be made payable to CITY or as may be provided by law and shall be subject to approval of the CITY. Said bond shall remain in force for the entire length of this Agreement.

XII INDEMNITY

CONTRACTOR SHALL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF THE PERFORMANCE BY CONTRACTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

XIII REPORTS

13.1 CONTRACTOR shall be required to keep complete and accurate books of account and records of its business and operations in connection to this Agreement. The CITY may require the keeping of additional records or accounts, which are reasonably necessary for purposes of identifying, accounting for, and reporting revenues and expenses.

13.2 The CITY may review CONTRACTOR's records and reports as they specifically relate to this Agreement during regular office hours. CONTRACTOR shall provide the CITY with access to examine, audit, review, and/or obtain copies of papers, books, accounts, documents, and other records of CONTRACTOR directly pertaining to this Agreement; provided, however, CITY shall have no right to examine, audit, review, or copy any of CONTRACTOR's proprietary or privileged information.

13.3 CONTRACTOR shall submit the following reports to the City Manager of the CITY by the end of the month for the immediately preceding month:

- a. Performance Report, summarizing the number of customer complaints, commodities recycled at curbside in tons, green waste recycled at curbside in tons, solid waste

disposed of in a landfill in tons. The CITY may periodically request the back-up documentation, such as by cycle/route or neighborhood, if available.

- b. Customer Complaint Report, listing complaints received by CONTRACTOR from Customers or forwarded by the CITY via email to CONTRACTOR's commercial or residential route manager, district manager, public relations representative, and Director of Governmental Affairs, and the resolution thereto.
- c. Name of each Commercial Unit and Industrial Unit Customer, the address thereof, and the type of service provided

13.4 Annually, in April, CONTRACTOR and the CITY will mutually conduct an audit of the Customers serviced hereunder.

XIV DEFAULT; TERMINATION

14.1. Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. The following, by way of example, but not of limitation may be considered grounds for declaration of default:

- (i) Failure of CONTRACTOR to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein,
- (ii) Failure of CONTRACTOR to commence work operations within the time specified in the Agreement,
- (iii) Failure of CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations,
- (iv) Evidence that CONTRACTOR has abandoned the work,
- (v) Evidence that CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily,

- (vi) Failure on the part of CONTRACTOR to comply with the terms of this Agreement or any requirements given by the CITY provided for in this Agreement document; or
- (vii) Indication that CONTRACTOR has made an unauthorized assignment of the Agreement or any funds due therefrom for the benefit of any creditor or for any other purpose.

14.2. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.

14.3. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the CITY showing in detail the services performed under this Agreement to the date of termination. The CITY agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.

14.4. In addition to, or in lieu of, the termination procedure set forth above, if the CITY determines, and notifies CONTRACTOR, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if CONTRACTOR has not cured such default within twenty-four (24) hours after receipt of such notice, the CITY shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the CITY performs such work, or caused it to be performed, the CONTRACTOR shall compensate the CITY for the reasonable costs thereof. The CITY shall have the right to deduct any such compensation due to the CITY from any sums otherwise due and owing to CONTRACTOR.

14.5 Upon the effective date of termination as contained in the notice, the Performance Bond is immediately available.

14.6 The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. In the event that a Force Majeure Event continues unabated for a period of thirty (30) days and renders CONTRACTOR unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then CONTRACTOR shall have the right to terminate this Agreement and shall not have any liability to the CITY due to such Force Majeure Event or such termination. The CITY shall not be responsible for payment to CONTRACTOR during any such period of non-performance by CONTRACTOR due to a Force Majeure Event.

XV COMPLIANCE WITH ALL LAWS

15.1 CONTRACTOR agrees to conform to and abide by all of the federal, state, and local rules, regulations, laws and ordinances governing the collection, hauling and disposal of Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundles.

15.2 CONTRACTOR agrees to conform to and abide by all of the valid rules, regulations and ordinances of any city or other jurisdiction through which Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundles may be hauled, or disposed of, governing the collection, hauling and disposal of said Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundles.

15.3 CONTRACTOR agrees, when Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundles is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations and ordinances of any county governing the collection, hauling and disposal of said Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundles.

15.4 CONTRACTOR agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

15.5 CONTRACTOR shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of the CONTRACTOR's operations herein.

15.6 CONTRACTOR shall identify and provide the CITY with a list of the designated Disposal Sites that will be accepting Waste and Recyclables collected under the terms of this Agreement. Each Disposal Site and processing facility shall be legally authorized and permitted under all applicable federal, state and local laws.

15.7 The charge for disposal or processing shall be included in the Base Rates.

15.8 The CONTRACTOR shall pay any and all fines or penalties assessed against the CITY by any organization having jurisdiction for the CONTRACTOR's violations of applicable laws, codes, regulations or orders arising in connection with CONTRACTOR's performance of services hereunder.

XVI

CONTRACTOR'S DUTIES; PERFORMANCE MONITORING

For and in consideration of the payments and agreements herein mentioned to be made and performed by the CITY, CONTRACTOR agrees with the CITY, the CITY's obligation, agreed as follows:

- a. CONTRACTOR will be actively involved with the CITY in the City-wide Clean Up Days, "Keep Angleton Beautiful" program, Recycle Bowl and Waste in Place Training.
- b. CONTRACTOR's Public Sector Services Representative will be actively involved in the Keep Angleton Beautiful programs throughout the year.
- c. CONTRACTOR shall be responsible for supervising and monitoring all work specified in this Agreement for compliance with specifications.

- d. CONTRACTOR shall promptly address all complaints, including, but not limited to missed collections, complaints of property damage, poor service, and discourteous service.
- e. The CITY shall have the right, on at least forty-eight (48) hours prior written notice to CONTRACTOR, to reasonable monitoring or inspection of all collection, transportation, and processing/disposal operations pertaining to this Agreement.
- f. CONTRACTOR shall have a representative available to meet with the CITY staff as needed to discuss performance, problems, and resolutions.
- g. CONTRACTOR shall provide, within three (3) working days after a request by the CITY, explanations of non-compliance and action taken to rectify any alleged Agreement issue.
- h. The CITY shall notify Contractor of Customers to be added or dropped from CONTRACTOR services, or of any change in Customer service.
- i. The CITY shall timely inform CONTRACTOR of complaints made by Customers.

XVII COMPLAINTS

17.1. All complaints shall be made directly to CONTRACTOR and shall be given prompt and courteous attention. In the case of alleged Missed Collection, CONTRACTOR shall investigate and, if such allegations are verified, shall arrange for the collection of waste not collected within ONE (1) business day after the complaint is received. CONTRACTOR shall maintain a log of calls, including inquiries, Missed Collections and complaints, that includes the date and time of notification, the manner of resolution, and the general timing of resolution of such matter. A Missed Collection shall exclude Waste not properly set out for collection, including, but not limited to, (i) the Customer's failure to timely set out such waste, or the setting out of waste in excess of limitations set forth in this Agreement, (ii) waste not required to be collected by CONTRACTOR under this Agreement, and (iii) Excluded Waste. CONTRACTOR'S failure to remedy a complaint shall be deemed an event of default hereunder, subject to the provisions of Section 14.

17.2. CONTRACTOR shall maintain a log of all Customer calls relating to Missed Collections and complaints, including (i) date and time of notification, (ii) manner and resolution of such issue, and (iii) general timing of resolution and on a monthly basis, provide the CITY copies of all complaints described in the log.

XVIII COMPENSATION

18.1 CONTRACTOR is authorized to charge, and shall receive from the CITY, the following rates for services rendered under this Agreement, subject to adjustment as set forth in Section XVIII below ("Base Rates"):

(a) The CITY agrees to pay CONTRACTOR for the collection of Residential Refuse, Yard Waste, Brush, Bundles and Bulky Waste as follows:

<u>Service</u>	<u>Base Rate</u>
Residential Refuse Collection twice per week; and Recyclables Collection once per week; and Bulky Waste and Yard Waste and Bundles Collection once a week	\$16.00 per month*

*This rate includes the collection of one (1) Ninety-Five (95) Gallon Cart for Residential Refuse, and one (1) Ninety-Five (95) Gallon Cart for Recyclables. A Customer may request additional Ninety-Five (95) Gallon Carts for \$10.00 per cart per month (whether for Residential Refuse or Recyclables). In addition, this rate includes fuel cost, subject to the fuel surcharge adjustment provided for in Section 18.8 below.

(b) The CITY shall retain (i) a Processing Fee not included in the Base Rate, plus (ii) five (5%) percent of the Base Rate per month collected from Residential Unit Customers, as a Franchise Fee.

(c) CONTRACTOR shall be entitled to receive the Base Rates set forth as Schedule "A" for services rendered to Commercial Unit and Industrial Unit Customers. The CITY shall retain five percent (5%) of the gross collections to Commercial Unit and Industrial Unit Customers as a Franchise Fee.

(d) The parties agree that the CITY may seek to negotiate with CONTRACTOR to modify the Residential Unit and Commercial Unit rates during the term of the Agreement.

18.2. CONTRACTOR shall bill the CITY for services on a monthly basis for all services rendered to Residential Units, Commercial Units and Industrial Units, except as set forth in Section 18.3 below. CONTRACTOR shall bill the CITY for services on a monthly basis. Payment shall be remitted by the CITY for all amounts collected by the CITY within forty-five (45) days from receipt of invoice (save and except the Processing Fee and Franchise Fee).

18.3. CONTRACTOR shall directly bill Customers for provision of temporary Roll-Off Bins utilized in the collection of construction and/or remodeling debris or recyclable cardboard compactor containers. None of these charges assessed or revenues collected under this subsection shall be subject to any Franchise Fee.

18.4 For purposes of this Section 18, the term "Taxes and Fees" shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in an increase in CONTRACTOR's costs,

including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (*e.g.*, fuel, etc.).

18.5 The CITY agrees to bill and collect the Rates on a monthly basis. Each month, the CITY will remit to CONTRACTOR the Rates owed to CONTRACTOR and actually collected by the CITY for the services provided in the immediately preceding month. Such remittances shall be made within forty-five (45) days of receipt of invoice from CONTRACTOR. The CITY shall provide CONTRACTOR with a monthly statement with each monthly remittance indicating the service type, size, location, and rate for all services, as well as any accounts that have failed to pay. CONTRACTOR shall be entitled to immediately suspend service for any and all Customers who have not timely submitted payment to the CITY. Nothing herein shall prohibit the CITY from collecting sums in addition to those sums called for herein.

18.6 Upon the receipt of written instructions from the CITY, CONTRACTOR shall discontinue the collection of waste from a Customer identified in such instructions. Upon further instruction by the CITY, CONTRACTOR may resume the collection of waste from such Customer on the next regularly scheduled collection day.

18.7 Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, by mutual agreement, CONTRACTOR and the CITY may agree to adjust the Rates in the event that a Force Majeure Event arises which materially affects CONTRACTOR's costs or revenues under this Agreement. CONTRACTOR shall submit to the CITY all substantiating documentation, via certified mail, thirty (30) days prior to any proposed Rate increase. CONTRACTOR agrees to use commercially reasonable efforts to inform the CITY at the earliest possible moment when CONTRACTOR learns of the impending change that could affect this Section. Under no circumstances shall CONTRACTOR have the right to assess any increases pursuant to this Section until the CITY has consented to same. If the CITY and CONTRACTOR cannot agree on a proposed increase in Rates, CONTRACTOR shall have the right, with thirty (30) days' written notice, to terminate the Agreement.

18.8 The Rates include an initial base fuel cost of \$2.41. Every calendar quarter, the Rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of one percent (1%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and below \$2.41 per gallon (with a one percent (1%) fuel surcharge adjustment beginning at \$2.66 per gallon and an additional one percent (1%) fuel surcharge adjustment at \$2.91 per gallon, etc.; alternatively, there shall be a one percent (1%) fuel reduction adjustment beginning at \$2.90 per gallon and an additional one percent (1%) fuel reduction adjustment beginning at \$2.65 per gallon). In no event shall there be any fuel surcharge adjustment applied to the Rates if and while the price of diesel fuel, after any adjustment, shall be below \$2.41 per gallon. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this Section shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday). CONTRACTOR shall

provide to the CITY written notice of any fuel surcharge adjustment. In no event shall such fuel surcharge adjustment take effect until CONTRACTOR has provided such notice.

The above fuel surcharge is based on the assumption that all CONTRACTOR trucks used to service the CITY under this Agreement operate on diesel fuel. If, during the Agreement term, CONTRACTOR begins using trucks that operate on an alternate fuel source, such as natural gas, CONTRACTOR agrees to renegotiate the above fuel surcharge clause with the City to take into account the decrease in trucks being used to service the CITY that operate on diesel fuel. The parties further agree that to the extent CONTRACTOR's entire fleet of diesel fuel vehicles are replaced with vehicles that operate on an alternate fuel source, the parties agree to replace the fuel surcharge language above with a more appropriate index based on the type of alternate fuel source being used. CONTRACTOR agrees to give the CITY at least sixty (60) days written notice prior to replacing all or part of the diesel fuel trucks assigned to service this Agreement with vehicle(s) that operate on alternate fuel. Both parties agree to cooperate and work in good faith to reach mutually acceptable language should the fuel surcharge need to be renegotiated or replaced.

18.9 Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not become effective and CONTRACTOR shall have no obligation to commence providing collection services hereunder until thirty (30) days after CONTRACTOR has received from the CITY a resident list of the number of active Single Family Residential Units, Multi-Family Residential Units, Commercial Units, and Commercial Handpick Units (the "Resident List"). Thereafter and during the entire term of this Agreement, the CITY shall deliver to CONTRACTOR, on a monthly basis, an updated Resident List. Each Resident List delivered to CONTRACTOR shall contain the name of each Customer and the address and telephone number of the Customer.

IXX ESCALATION CLAUSE

19.1 CONTRACTOR shall hold firm the current Rates set forth in this Agreement during the first two (2) years of this Agreement, with annual increases or decreases in the third (3rd) and subsequent years of this Agreement. The Rates for all services shall escalate or decrease at a rate equal to the rise or fall of the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the Rates shall not fall below the initial Rates specified in Section 18.1 herein, and if the CPI-U falls over one year below the initial Rates and subsequently rises the next year, the Rates shall only escalate in an amount equal to the net increase above the initial Rates, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to the CITY in order that the CITY may adjust the Rates accordingly. The rise or fall of the CPI-U (Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) shall be determined

by calculating the percentage increase or decrease of said index over the past year, using the "annual" data, if available, or, in the absence of such "annual" data, using a rolling twelve month average based upon the most recent data readily available at the time CONTRACTOR provides written notice to the CITY of such increase.

XX TERM

20.1 The initial term of this Agreement shall be for a ten (10) year period commencing on and including the 1st day of January, 2018, and expiring on the 31st day of December, 2027.

20.2 Following the aforementioned expiration date, this Agreement can be extended for two (2) one (1) year periods if mutually agreed upon by the CONTRACTOR and CITY.

XXI HOLIDAYS

21.1 The following shall be holidays for the purposes of this Agreement:

- (a) New Year's Day;
- (b) Memorial Day;
- (c) Fourth of July;
- (d) Labor Day;
- (e) Thanksgiving Day; and
- (f) Christmas Day.

21.2 CONTRACTOR may observe any or all of the above-listed federally observed holidays by suspension of collection services on the above holidays. The collection scheduled for that day will be postponed until the next regularly scheduled service day.

XXII MISCELLANEOUS

22.1 Assignment – This Agreement shall not be assigned or the work subcontracted without the prior written consent of the CITY, by adoption of an Ordinance by the City Council pursuant to requirements of the City Charter.

22.2 Disposal – Residential Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills. CONTRACTOR will not store or temporarily house garbage within the CITY for any reason.

22.3 Emergency Plan - CONTRACTOR'S Hurricane Operations Plan is attached hereto as Exhibit B and made a part hereof for all purposes.

22.4 Emergencies – CONTRACTOR agrees to use commercially reasonable efforts to assist the CITY in the event of an emergency situation on such terms and conditions as may be mutually agreed between CONTRACTOR and the CITY.

22.5 Hauling – All Residential Refuse hauled by CONTRACTOR shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

22.6 Non-Discrimination – CONTRACTOR agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion or national origin.

22.7 Complaint Procedures - CONTRACTOR'S complaint procedures as outlined in Section XVII.

22.8 Notification – CONTRACTOR shall notify all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.

22.9 Points of Contact – All dealings, contacts, etc., between CONTRACTOR and the CITY shall be directed by the CITY to the District Manager of CONTRACTOR. CONTRACTOR shall advise the CITY of the identity of its District Manager by supplying the name of said individual to the CITY, in writing, at the CITY's address. Communications from CONTRACTOR to CITY shall be directed to the City Manager or his/her designee.

22.10 Representations – CONTRACTOR represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the collection requirements pursuant to this Agreement. CONTRACTOR shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to filing for bankruptcy, and if any creditors shall force CONTRACTOR into bankruptcy proceedings, CONTRACTOR shall notify the CITY. CONTRACTOR hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by CONTRACTOR, the consummation of the transactions contemplated hereby and the performance by CONTRACTOR of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of CONTRACTOR. The person signing this Agreement on behalf of CONTRACTOR warrants by his signature that he has full authority to enter into this Agreement on behalf of CONTRACTOR. The CITY represents that it has entered this Agreement and that the officers executing this Agreement are duly authorized to act on behalf of the CITY.

22.11 Title to Waste – Title to Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundle shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by CONTRACTOR from a container, or removed by CONTRACTOR from a Customer's premises, whichever last occurs. However, if CONTRACTOR later discovers wastes that Excluded Refuse has been illegally placed in any Residential Refuse, Commercial Refuse, Yard Waste, Bulky Waste, and Bundle collected by CONTRACTOR and the original owner of such Excluded Refuse can be positively identified,

then title shall continue in the owner and he will be responsible for the additional costs of special handling and proper disposal of the material and any material contaminated by that Excluded Refuse.

22.12 Enforcement of Rights - The CITY shall take action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the CITY ordinances and regulations.

XXIII NOTICES

23.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

When to the CITY:

City of Angleton, Texas
Attn: City Manager
121 S. Velasco
Angleton, Texas 77515
Facsimile: _____

When to CONTRACTOR:

Waste Connections of Texas, LLC
2010 Wilson Road
Humble, TX 77396
Facsimile: _____
Attention: Adam Gooderham, District Manager

With a copy to:

Waste Connections, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Facsimile: (832) 442-2290
Attention: Legal Department

23.2 or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

XXIV TEXAS LAW TO APPLY; VENUE

This Agreement shall be construed under and in accordance with the laws of the United States of America and the State of Texas, and any action concerning this Agreement shall be brought in the Texas State District Courts of Brazoria County, Texas.

XXV CONSTRUCTION

Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect for whatever reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

XXVI ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XXVII ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

XXVIII WRITTEN AGREEMENT

This Agreement/ Franchise may be amended only by an Ordinance duly adopted by the City Council of the City of Angleton.

IXXX PUBLICATION

The City Secretary is hereby directed to publish notice of this Franchise in compliance with Section 9.04 of the Charter of the City of Angleton, Texas. CONTRACTOR shall pay all costs of publication of the full text of the Ordinance for the Agreement/Franchise.

XXX INDEPENDENT CONTRACTOR

CONTRACTOR shall be deemed to be and is an independent contractor. The selection, number, compensation, and employment of personnel and all other matters relating to the employment of personnel by CONTRACTOR, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under this Agreement shall be the sole responsibility of CONTRACTOR. Nothing in this Agreement

shall be deemed to constitute CONTRACTOR or any of CONTRACTOR's employees, subcontractors or agents to be agent, subcontractor, representative or employee of the CITY. No officer, agent or employee of the CONTRACTOR is entitled to any of the benefits and privileges of a CITY employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the CITY.

[Remainder of Page Left Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement on the day and year first written above.

CITY:

CITY OF ANGLETON, TEXAS

By: Scott L. Albert
Name: Scott L. Albert
Title: City Manager

CONTRACTOR:

WASTE CONNECTIONS OF TEXAS, LLC

By: Robert A. Nieber, III
Name: Robert A. Nieber, III
Title: Regional Vice President

EXHIBIT A - January 1, 2018

Solid Waste Collection Franchise Agreement - Waste Connections

(Rate paid to Service Provider - does not include Franchise Fee or Processing Fee)

Residential Rate

Total Residential Monthly Cost	\$16.00
Extra Trash Cart(s) Monthly	\$10.00
Extra Recycle Cart(s) Monthly	\$10.00

Rates for Hand Pick Commercial

95 Gallon Monthly Container Fee - Times picked up per week

	1 time	2 times	3 times	4 times
First Container	\$20.58	\$31.71	\$42.84	\$53.96
Each Additional Container	\$10.02	\$20.03	\$30.05	\$40.06
Replacement of carts due to negligence by customer	\$75.00 each			

Rates for Regular Commercial and Industrial

Front Load Container Monthly Fee - Times picked up per week

	1 time	2 times	3 times	4 times	5 times	6 times
Two Yard Container	\$48.96	\$86.78	\$125.73	\$163.56	\$202.50	\$248.12
Three Yard Container	\$66.76	\$110.15	\$153.54	\$196.93	\$240.33	\$290.40
Four Yard Container	\$77.89	\$126.84	\$174.67	\$223.64	\$271.48	\$327.11
Six Yard Container	\$102.36	\$165.78	\$234.76	\$303.75	\$372.73	\$440.61
Eight Yard Container	\$120.17	\$211.40	\$303.75	\$394.99	\$487.34	\$578.57
Casters and Locking Devices	\$5.56 per item per month					

Front Load Compactor Service

	1 time	2 times	3 times	4 times	5 times	6 times	Monthly Rental
Two Yard Container	\$97.91	\$173.58	\$251.46	\$327.11	\$405.00	\$496.24	\$333.79
Three Yard Container	\$133.52	\$220.29	\$307.09	\$393.87	\$480.65	\$580.80	\$333.79
Four Yard Container	\$155.77	\$253.69	\$349.37	\$447.28	\$542.96	\$654.23	\$333.79
Six Yard Container	\$204.72	\$331.56	\$469.54	\$607.50	\$745.47	\$881.21	\$333.79
Eight Yard Container	\$240.33	\$422.80	\$607.50	\$789.98	\$974.67	\$1,157.14	\$333.79
Casters and Locking Devices	\$5.56 per item per month						

Rates for Intermittent Commercial and Industrial

Front Load Container

	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Each Extra Pick Up	\$44.51	\$46.74	\$48.96	\$53.41	\$61.20
Delivery Charges and discontinued removals	\$55.61				

Commercial Roll Off Container

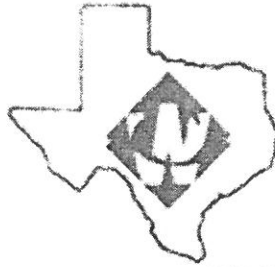
	Delivery	Day Rental	Haul	Deposit
20 Yard	\$111.27	\$3.35	\$294.85	none
30 Yard	\$111.27	\$3.35	\$333.79	none
40 Yard	\$111.27	\$3.35	\$361.61	none

Additional \$22.39 per ton for over 6 tons for all sizes

Compactor Service

	Delivery	Day Rental	Haul	Install	Deposit
28 Yard	\$111.27	\$12.99	\$328.23	TBD	none
30 Yard	\$111.27	\$12.99	\$344.93	TBD	none
35 Yard	\$111.27	\$12.99	\$372.73	TBD	none
40 Yard	\$111.27	\$12.99	\$344.93	TBD	none
42 Yard	\$111.27	\$18.35	\$372.73	TBD	none

Exhibit B



WASTE CONNECTIONS OF TEXAS
Connect with the Future

SOUTH EAST TEXAS

HURRICANE OPERATIONS PLAN

In the event of a hurricane the first concern is the safety of our employees and their families. Secondly it's the communities we serve as well as critical emergency services such as hospitals, police/fire/ems stations and shelters. This plan outlines our communications strategy as well as our emergency operations plans for each facility in SE Texas.

Making the call:

We will be holding conference calls 1 week prior to impact. Members of the management team at each site will get a calendar invite and discuss any expected service disruptions. At 5 p.m. the day before we expect the hurricane to hit we will know the expected impact. This will occur at least daily at this time during the event if not more frequently as conditions dictate. 1-800-747-5150 Passcode: 9167685624 Moderator: 1744.

- **Employees:** If the decision is made to cease or run limited operations we will send out a call blast to our employees using One Call Now. Employees can also visit our website for operational updates at www.wasteconnectionstexas.com or call 281-652-5730.
- **Commercial Customers:** Critical service customers will be contacted by the sales department to determine their needs during the event and schedule accordingly with operations. The after hours phone messages will be updated as well as the website to communicate our operating plan.
- **Municipal Customers:** Municipal customers including Angleton, Sweeny, Brazoria, Holiday Lakes, West Columbia, Surfside, Freeport and Oyster Creek will be contacted by the management team to discuss our operational plans.

Exhibit B

All Facility operations:

Electronics should be unplugged, moved off the floor, away from windows and covered with plastic bags. Generators should be filled up and ready to fire. Ensure all on-site fuel tanks are topped off.

Transfer Network:

Our strategically located transfer network will be critical during a weather event. They currently are not covered by backup generators but for the most part can function without it. In the event of power loss, hand tickets will be made up with estimated weights. The manager at the TS facilities will stay in contact with our 3rd party hauler to ensure proper service levels.

Angleton & Houston Hauling:

Critical services will be contacted in the days leading up to the storm event to ensure extra dumps have occurred. Route sheets and permanent roll off tickets need to be printed and ready for at least 1 week. If we are running a limited or full operation, priority will be as follows:

1. Emergency services and shelters
2. Hotels and other shelter type establishments
3. Municipal customers
4. Everyone else

Reference:

Emergency Action Plan (HSP 30A)

Saffir-Simpson Hurricane Scale

Category Wind speed Storm surge

mph

ft

(km/h)

(m)

5	≥156 (≥250)	>18 (>5.5)
4	131–155 (210–249)	13–18 (4.0–5.5)
3	111–130 (178–209)	9–12 (2.7–3.7)
2	96–110 (154–177)	6–8 (1.8–2.4)
1	74–95 (119–153)	4–5 (1.2–1.5)

Additional classifications

Tropical storm	39–73 (63–117)	0–3 (0–0.9)
Tropical depression	0–38 (0–62)	0 (0)

Exhibit B

Hurricane Preparedness Job Aid

Category	10 - 5 days	4 to 3 days	72 hours	48 hours	24 hours or less
Tropical Storm	<ol style="list-style-type: none"> Go through plan Update employee and key customer phone numbers. 	<ol style="list-style-type: none"> Communicate with municipalities when service will be suspended 24 hours prior to a Tropical Storm. 	<ol style="list-style-type: none"> Communicate with municipalities when service will be suspended 12 hours prior to a Tropical Storm. 	<ol style="list-style-type: none"> Disposal sites begin to shut down. 	<ol style="list-style-type: none"> Secure vehicles and exterior and interior of facility End of day non-critical employees are sent home. Residential services are suspended end of the day. Commercial services may be suspended 12 hours prior to. Only critical services are provided less than 12 hours. Begin to empty industrial open tops, (const. containers).
1 - 2	<ol style="list-style-type: none"> Go through plan Update employee and key customer phone numbers 	<ol style="list-style-type: none"> Communicate with municipalities when service will be suspended 48 hours prior to hurricane. 	<ol style="list-style-type: none"> Monitor disposal sites plans to shut down Top off bulk Diesel tanks. Contact fuel vendor for emergency operations plan. Monitor fuel shortages state wide that will affect operations. Begin to empty industrial open tops, (const. containers). 	<ol style="list-style-type: none"> Disposal sites begin to shut down. End of day non-critical employees are sent home. Residential services are suspended end of the day. Commercial services are suspended 24 prior to. Only critical services are provided less than 24 hours. 	<ol style="list-style-type: none"> Secure vehicles and exterior and interior of facility. Take pictures for insurance purposes.
3	<ol style="list-style-type: none"> Communicate with municipalities when service will be suspended 48 hours prior to hurricane. Go through plan Update employee and key customer phone numbers Top off bulk Diesel tanks. Contact fuel vendor for emergency operations plan. 	<ol style="list-style-type: none"> Monitor disposal sites plans to shut down. Secure fuel depot for fleet. Monitor fuel shortages state wide that will affect operations. 	<ol style="list-style-type: none"> Disposal sites begin to shut down. End of day non-critical employees are sent home. Residential services are suspended. Only critical services are provided less than 36 hours. Begin to empty industrial open tops, (const. containers). 	<ol style="list-style-type: none"> Secure vehicles and exterior and interior of facility. Take pictures for insurance purposes. Commercial services are suspended 36 prior to. 	<ol style="list-style-type: none"> Monitor landfill via safe shelter.

Exhibit B

4 - 5	<ol style="list-style-type: none"> 1. Communicate with municipalities when service will be suspended 48 hours prior to hurricane. 2. Go through plan 3. Update employee and key customer phone numbers 4. Top off bulk Diesel tanks. <p>Contact fuel vendor for emergency operations plan.</p>	<ol style="list-style-type: none"> 1. Monitor disposal sites plans to shut down. 2. Secure fuel depot for fleet. 3. Monitor fuel shortages state wide that will affect operations. 4. Begin to empty industrial open tops, (construction containers). 	<ol style="list-style-type: none"> 1. Disposal sites begin to shut down. 2. End of day non-critical employees are sent home. 3. Residential services are suspended. 4. Only critical services are provided less than 36 hours. 	<ol style="list-style-type: none"> 1. Secure vehicles and exterior and interior of facility. 2. Take pictures for insurance purposes 3. Commercial services are suspended 36 prior to. 	<ol style="list-style-type: none"> 1. Monitor landfill via safe shelter.
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Exhibit B

Are you prepared at home?

In the event that a natural disaster threatens or actually affects our area, it is of the utmost importance that special preparations are made to protect not only company assets, but also the lives and property of affected employees.

It is highly recommended that each employee have a personal plan for how they and their families will prepare for a disaster and review it annually. It should include evacuation plans as well as enough food and clothing for each family member for at least one week. Special disaster preparedness information pamphlets are usually available through various local resources, including the corporate Human Resources, and the American Red Cross.

Your Supply Kit

- 3-week supply of bottled water (one gallon per person per day)
- Batteries
- Portable radio and/or TV
- 3-week supply of non-perishable food
- 3-week supply of medication
- Blankets
- Pillows
- Clothing
- Flashlights
- Personal hygiene items
- Copies of important papers
- 3 weeks living expenses (in cash or traveler's checks)
- Mops
- Buckets
- Towels
- Baby food
- Diapers
- Plywood boards
- Tools
- Nails

Evacuation Supplies

- Spare eyeglasses
- Medicines (two week supply)
- Special dietary and baby foods
- Blankets and sleeping bags
- Flashlights with extra batteries
- Portable radio with extra batteries
- Emergency traveler's checks (ATM's are out during power failures)
- Extra clothing for one week
- Lightweight folding chairs and cots
- Items for entertainment such as games, toys, books
- Personal care items and toilet paper
- Heavy work type gloves
- Heavy boots or shoes
- Identification and important papers such as insurance, birth certificates, etc.

First Aid Kit

- Sterile adhesive bandages
- Sterile gauze pads
- Hypoallergenic adhesive tape
- Triangular bandages (3)
- Antibiotic ointment
- Scissors
- Tweezers
- Needle
- Moistened towelettes
- Thermometer
- Petroleum jelly
- Safety pins
- Cleansing agent/soap
- Latex gloves
- Sunscreen
- Aspirin

Pet Safety

With the exception of Seeing Eye dogs, evacuation shelters do not allow pets. Make arrangements now with your veterinarian, kennel or friends for boarding your pets during a disaster event.

- Make sure your pets are vaccinated regularly because most kennels require proof of vaccination
- Take a leash for your animal and make sure it is wearing an id/rabies tag
- Bring water and food bowls, carrier or cage and any medication
- If evacuating, take your pet with you. If you decide to leave your pet at home, make sure you leave plenty of water and food for them.
- After the event is over, use caution when allowing your pet outside. Downed power lines, debris, and stray animals may pose a danger.

Exhibit B

Angleton Hauling Emergency Telephone Numbers

City of Angleton	City Hall	979-849-4364
	Police Dept.	979-849-2383
	Fire Dept.	979-849-1265
City of Brazoria	City Hall	979-798-2489
	Police Dept.	979-798-2195
	Fire Dept.	979-798-2277
City Of Sweeny	City Hall	979-548-3321
	Police Dept.	979-548-3111
	Fire Dept.	979-548-3320
City of West Columbia	City Hall	979-345-3123
	Police Dept.	979-345-5121
	Fire Dept.	979-345-3311
City of Freeport	City Hall	979-233-3526
	Police Dept.	979-239-1211
	Fire Dept.	979-239-1211
City of Richwood	City Hall	979-265-2082
	Police Dept.	979-265-2222
	Fire Dept.	979-265-8113
Village of Jones Creek	City Hall	979-233-2700
	Police Dept.	979-233-3091
	Fire Dept.	979-233-3851
Surfside Beach	City Hall	979-233-1531
	Police Dept.	979-233-1151
	Fire Dept.	979-233-5926
Hazardous Spills Sheriffs Dept		979-864-2392
		979-849-2441
Waste Connections Kevin Hathcoat Operations Manager Dave Mathews DM Landfill	Hauling Office	979-864-4600
		832-250-8830
		330-635-4885



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Cameron Parsons

AGENDA CONTENT: Discussion and possible action on a Resolution finding that the Brazoria County parade serves a public purpose and authorizing the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of state right-of-way, providing an open meeting clause and providing an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

N/A

RECOMMENDATION:

N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, FINDING THAT THE BRAZORIA COUNTY FAIR PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY OF ANGLETON TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY, PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City Council of the City of Angleton, Texas, finds that the Brazoria County Fair Parade serves a public purpose and authorizes the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of State right-of-way.

SECTION 2. The City Council has found and determined that the meeting at which this Resolution is considered was open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 3. This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED THIS THE _____ DAY OF JULY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/26/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220726-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through September 8, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor’s COVID-19 Disaster Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20220726-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020, AND CONSENTING TO ITS CONTINUATION THROUGH SEPTEMBER 8, 2022; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2020, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19); and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster in each subsequent month; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on March 17, 2020 and consented to its continuation.

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

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through September 8, 2022, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20220726-000

Page 2 of 2

PASSED AND APPROVED THIS THE 26TH DAY OF JULY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022
PREPARED BY: Chris Whittaker
AGENDA CONTENT: Revision to the Quiet Zone NOE
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A
FUNDS REQUESTED: \$8,000.00

FUND:N/A

EXECUTIVE SUMMARY:

HDR has completed the scope of work for the reaffirmation package on the City's existing City wide Quiet Zone and has received comments from the FRA that there is an issue with the way the original NOE was created and must be revised. The attachment is Amendment with the Fee for the additional scope of work to complete the revision to the City NOE.

RECOMMENDATION: Approve Amendment #1 to revise the City's Quiet Zone NOE.



July 20, 2022

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

**Re: Proposal for Engineering Quiet Zone Reaffirmation Project
 HDR Project No. 10342567 - Amendment #1
 City of Angleton, Texas**

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this amendment to the existing contract with the City for the above referenced project. The approved contract was executed by City Council on April 20, 2022. This amendment is to revise the City's Notice of Establishment (NOE).

HDR has completed the scope of work for the reaffirmation package and has received comments from the FRA that there is an issue with the way the original NOE was created and must be revised. Previous work HDR performed in the reaffirmation package can be utilized to complete the requested revision to the NOE. The additional task to complete the revision of the City's NOE is as follows:

SCOPE OF SERVICES

- Revise Reaffirmation Letter to be a NOE per example provided by the FRA.
- All relevant Appendices are completed, therefore, recompile into NOE
- Coordinate with TxDOT for inclusion of inventory and reprint clean after upload to FRA site.
- Perform QC of NOE
- Submit NOE to FRA and distribution.
- Hold coordination call with FRA

Fee Amendment Addition

NOE Revision (Lump Sum):	\$ 8,000.00
Additional Amendment #1 Fee	\$ 8,000.00
<u>The Total New Contract Fee:</u>	
Original Fee:	\$ 25,000.00
Additional Amendment #1 Fee	\$ 8,000.00
New Total Contract Amount:	\$ 33,000.00

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Angleton.

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager

Acceptance: City of Angleton, Texas

By: _____

Date: _____

AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/26/22

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion and possible to donate the old Engine 4 to the Brazoria County Fire Field for training purposes only.

AGENDA ITEM SECTION: Regular Agenda

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

FUND:

EXECUTIVE SUMMARY:

Engine 4 was the old engine that was taken out of service and replaced 2 years ago. It was taken out of service due to its age and numerous mechanical problems, including the rusted frame. The Brazoria County Fire Field has been using this truck since then for the use of its pump only and to be used as a training prop. They have expressed interest in wanting the truck full time. We would like the City of Angleton to consider donating this truck to the fire field permanently to be used for a training prop and pump operations purpose only. Engine four is a 1994 Freightliner and titled in the City of Angleton's name.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/26/2022
PREPARED BY: Martha Eighme
AGENDA CONTENT: Discussion and Update on Angleton Operations Complex
AGENDA ITEM SECTION: Regular Agenda

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

FUND: NA

EXECUTIVE SUMMARY:

Project update from Architect Brent Boles.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on a minor plat application and variances for 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

An application was submitted to the City on May 9, 2022, for approval of a minor plat of 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380 into two lots. The subject property is located on the northwest corner of Henderson Road and Galaznik Road (Attachments 1 & 2) and consists of 12.390 acres in the Commercial General (CG) zoning district (Attachment 3). On May 16, 2022, the application was determined to be incomplete for the reasons identified in the completeness determination (Attachment 4). On June 21, 2022, a request for variances was received from the applicant (Attachment 5).

Among other items, Attachment 4 identified that the proposed minor plat could not be processed as a minor plat because as water and sewer services are not available to the subject property, and extensions of those services are required, means the application did not meet the criteria. As this application cannot be processed as a minor plat, the applicant was instructed to convert the minor plat application to a preliminary plat application, pay the additional fee required and provide the other identified items required to be submitted with the application. The variances requested in Attachment 5 are items required by City code to accompany a subdivision application, which are the basis for determining if an application is complete. Based on the letter the applicant appears to think that installation of public improvements to service the lots created as part of the subdivision process occurs after the subdivision process and is determined on whatever specific development occurs on the property. Unfortunately, that understanding is incorrect. The subdivision process is designed to assure that adequate public facilities exist to serve any potential use of the property, not some unknown future use. While Section 23-38 does allow for deferral of installation of public improvements it also requires an approved set of construction plans, an approved cost estimate of the public improvements, an escrowing of funds in the amount of the public improvements or an irrevocable letter of credit of 125% of the estimated cost of the construction of the public improvements, and a recommendation from the City Engineer and City

Manager. It appears that the goal seems to be to defer everything required as part of the subdivision process to whenever development occurs on the property. No reasoning consistent with Section 23-102 Land Development Code Variances was provided.

The minor plat application remains incomplete. Staff cannot support the requested variances or any deferral of required public improvements.

The Planning and Zoning Commission voted 2 in-favor/2 opposed/3 absent on a motion to recommend denial of the minor plat and all of the requested variances.

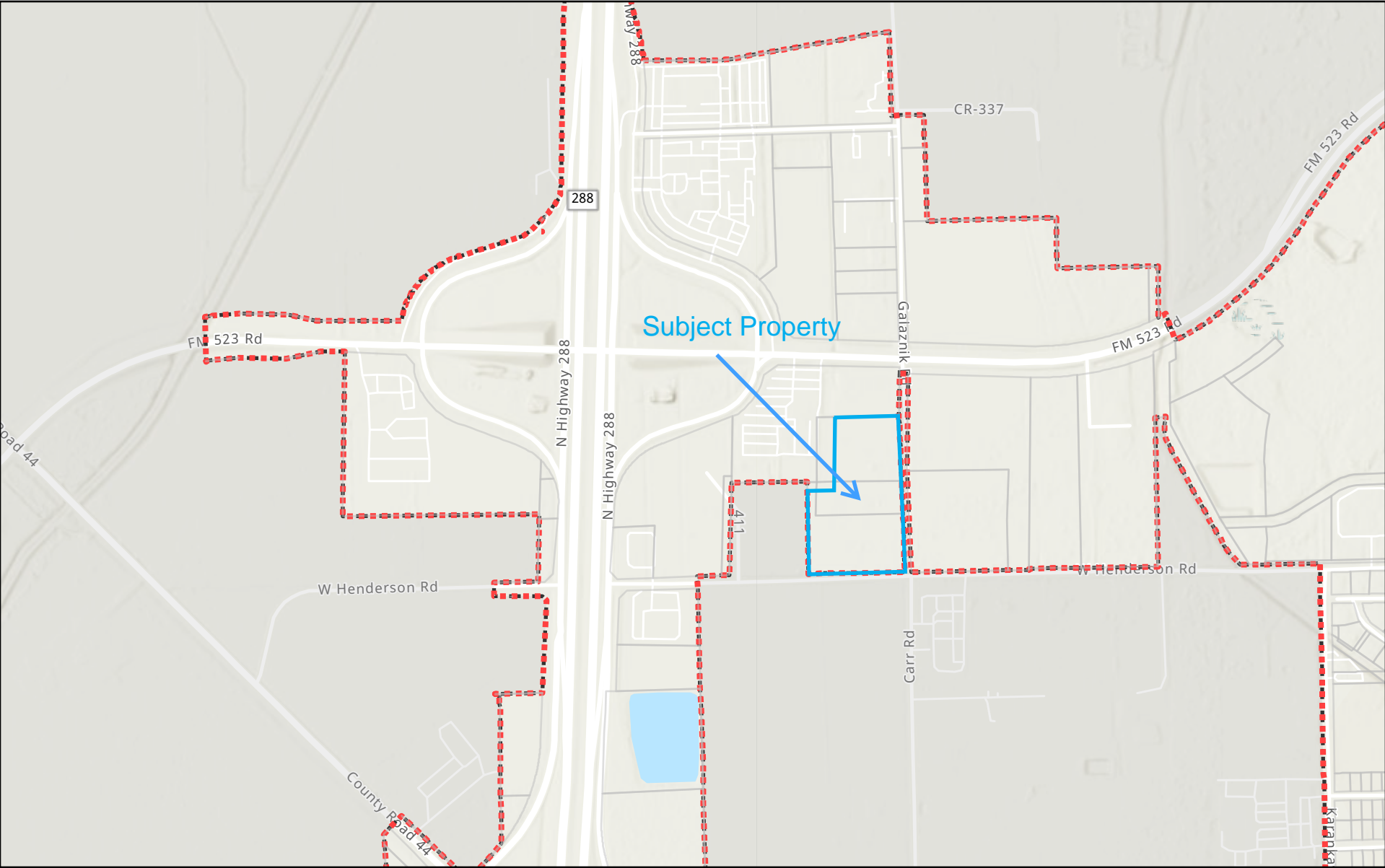
RECOMMENDATION:

Staff recommends denial of the minor plat and all of the requested variances.

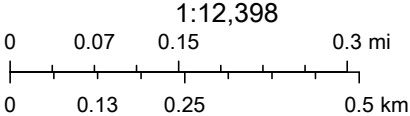
SUGGESTED MOTIONS:

I move we deny the minor plat and all of the requested variances.

Location Map



7/1/2022



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Parks & Wildlife, CONANP, Esri, HERE, Garmin, Foursquare, SafeG

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

DANIELLE CLARK, ASSIGNEE
SMART STORAGE ANGLETON, LLC

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared DANIELLE CLARK, ASSIGNEE FOR SMART STORAGE ANGLETON, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ___ day of _____, 20___.

Notary Public
State of Texas

APPROVED this ___ day of _____, 20___.

CITY MANAGER

CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20___, by FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

NISTOY
CALLED 12.40 ACRES
B.C.C.F. No. 2013024691

NOTES:

- 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0435K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
6. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
7. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
8. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
9. SIDEWALKS SHALL BE REQUIRED PER ANGLETON LDC SEC. 23.14 - SIDEWALKS AND ACCESSIBILITY.
10. A MINIMUM OF TWO PARKING SPACES ON THE SAME LOT AS THE MAIN STRUCTURE AND ON A PAVED DRIVEWAY HAVING A MINIMUM LENGTH OF 20 FEET AS MEASURED FROM THE STREET RIGHT-OF-WAY LINE.
11. THE PURPOSE OF THIS PLAT IS TO CREATE 2 LOTS OUT OF 1 LOT.
12. THE TRACT IS SUBJECT TO A BLANKET PIPELINE EASEMENT RECORDED UNDER VOL. 348, PG. 128 B.C.D.R. THE EASEMENT IS NOT PLOTTABLE.

ANGLETON DRAINAGE DISTRICT

ACCEPTED, THIS THE ___ DAY OF _____, 20___, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

LEGEND

- A.D.D. = ANGLETON DRAINAGE DISTRICT
B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.O.R. = BRAZORIA COUNTY OFFICIAL RECORDS
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
B.M. = BENCHMARK
D.D.E. = DRAINAGE AND DETENTION EASEMENT
G.S.L. = GARAGE BUILDING LINE
FND = FOUND
I.R. = IRON ROD
I.P. = IRON PIPE
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
S.T.M.S.E. = STORM SEWER EASEMENT
VOL. Pg. = VOLUME, PAGE

SYMBOLS

- = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
⊙ = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

HELEN BULAICH PREUIT
CALLED 5,008 ACRES
B.C.C.F. No. 2007032680

TRACT 2
7.860 ACRES
342,208 S.F.

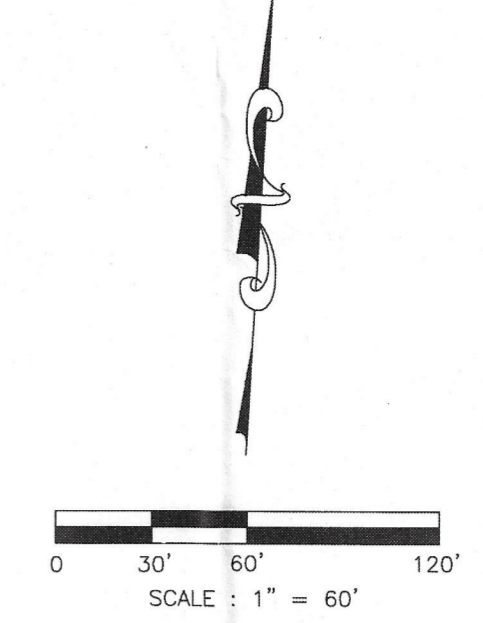
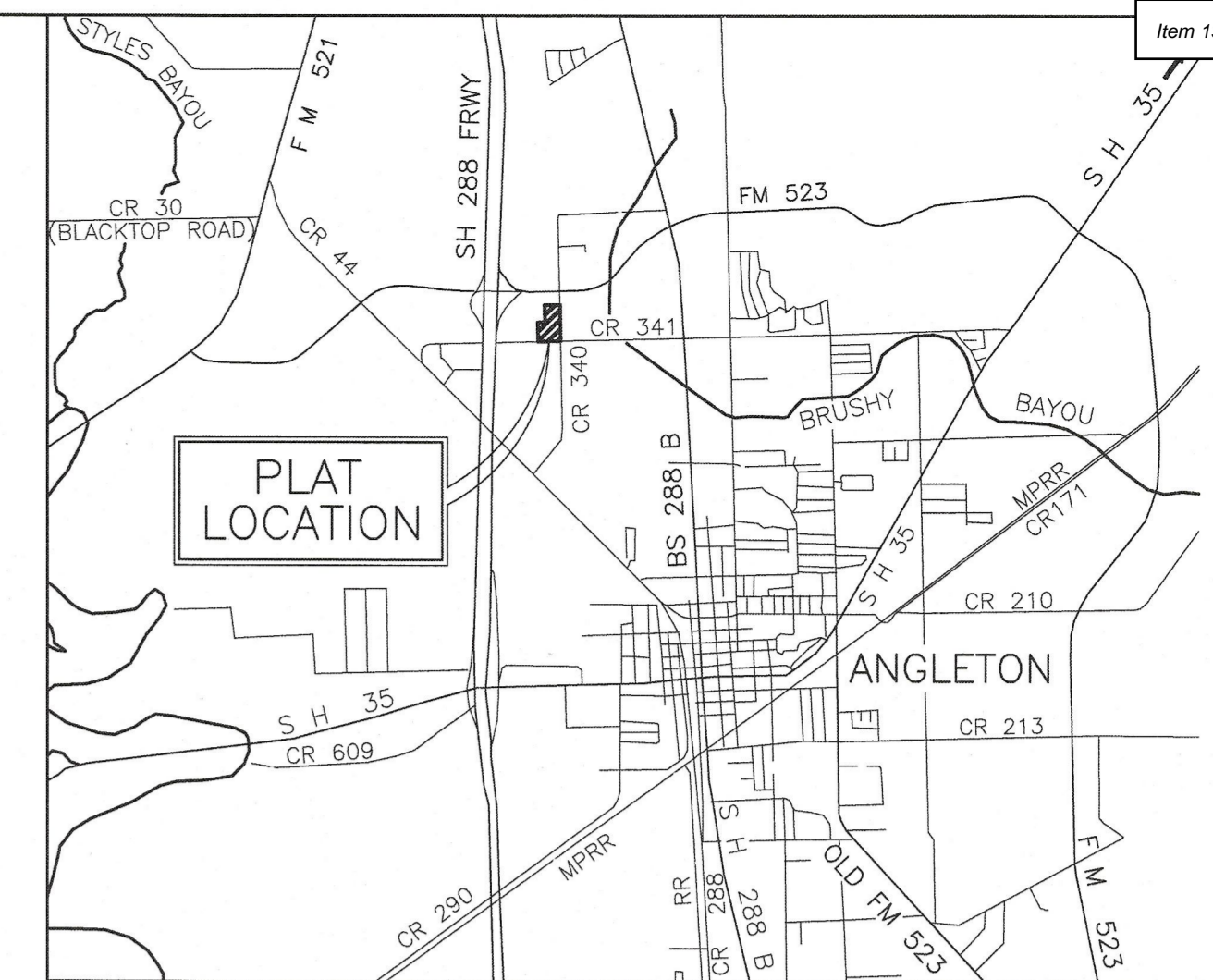
TRACT 1
4.533 ACRES
197,474 S.F.



CALLLED 13.01 ACRES
KALEDA PROPERTIES LLC
B.C.C.F. No. 2015049086

CALLLED 10.00 ACRES
KALEDA PROPERTIES LLC
B.C.C.F. No. 2015049086

CALLLED 22.815 ACRES
ROBERT LLOYD CARR, AND
ANGELA ELAINEA PACKARD ESTATE
B.C.C.F. No. 2015014625



VICINITY MAP
NTS

FIELD NOTES FOR 12.390 ACRE
Being a tract of land containing 12.390 acres (539,708 square feet), located within the Jose De Jesus Valderas Survey, Abstract Number 380, in Brazoria County, Texas; Said 12.390 acre being the remainder of a called 13.58 acre tract of land conveyed to Bullard Millennium Joint Venture in Brazoria County Clerk's File (B.C.C.F.) Number 2005043342; Said 12.390 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

- BEGINNING at 1/2-inch iron rod found on the north right-of-way line of County Road 341 (Henderson Road) for the southwest corner of said 13.58-acre tract and the southeast corner of the remainder of a 447 X 600' tract recorded in B.C.C.F. No. 2007032680 (originally recorded in Volume 888, Page 156, of the Brazoria County Deed Records (B.C.D.R.));
THENCE, North 02° 56' 38" West, with the east line of said 13.58-acre tract, a distance of 546.64 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found for the southwest corner of a called 1.195-acre tract recorded in B.C.C.F. No. 2015036483;
THENCE, North 87° 05' 05" East, with the south line of said 1.195-acre tract, a distance of 207.70 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found;
THENCE, North 02° 54' 56" West, along the east line of said 1.195-acre tract, a distance of 457.28 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found;
THENCE, North 07° 25' 24" East, continuing with said east line, a distance of 10.32 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found on the north line of aforesaid 13.58-acre tract common with the south line of a called 12.40-acre tract recorded on B.C.C.F. No. 2013024691;
THENCE, North 86° 27' 32" East, continuing with said common line, a distance of 418.69 feet to a 1/2-inch iron rod found for the common east corner of said 13.58-acre tract and said 12.40-acre tract, some being on the west right-of-way line of County Road 340 (aka Galaznik Road);
THENCE, South 02° 52' 59" East, with the east line of said 13.58, a distance of 1015.93 feet to a 1/2-inch iron rod found for the southeast corner of said 13.58-acre tract being the northwest intersection of said County Road 340 and aforesaid County Road 341;
THENCE, South 86° 50' 12" West, with the south line of said 13.58-acre tract, a distance of 627.37 feet to the POINT OF BEGINNING and containing 12.390 acres of land.

STATE OF TEXAS §
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:
That I, Luther J. Daly, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.



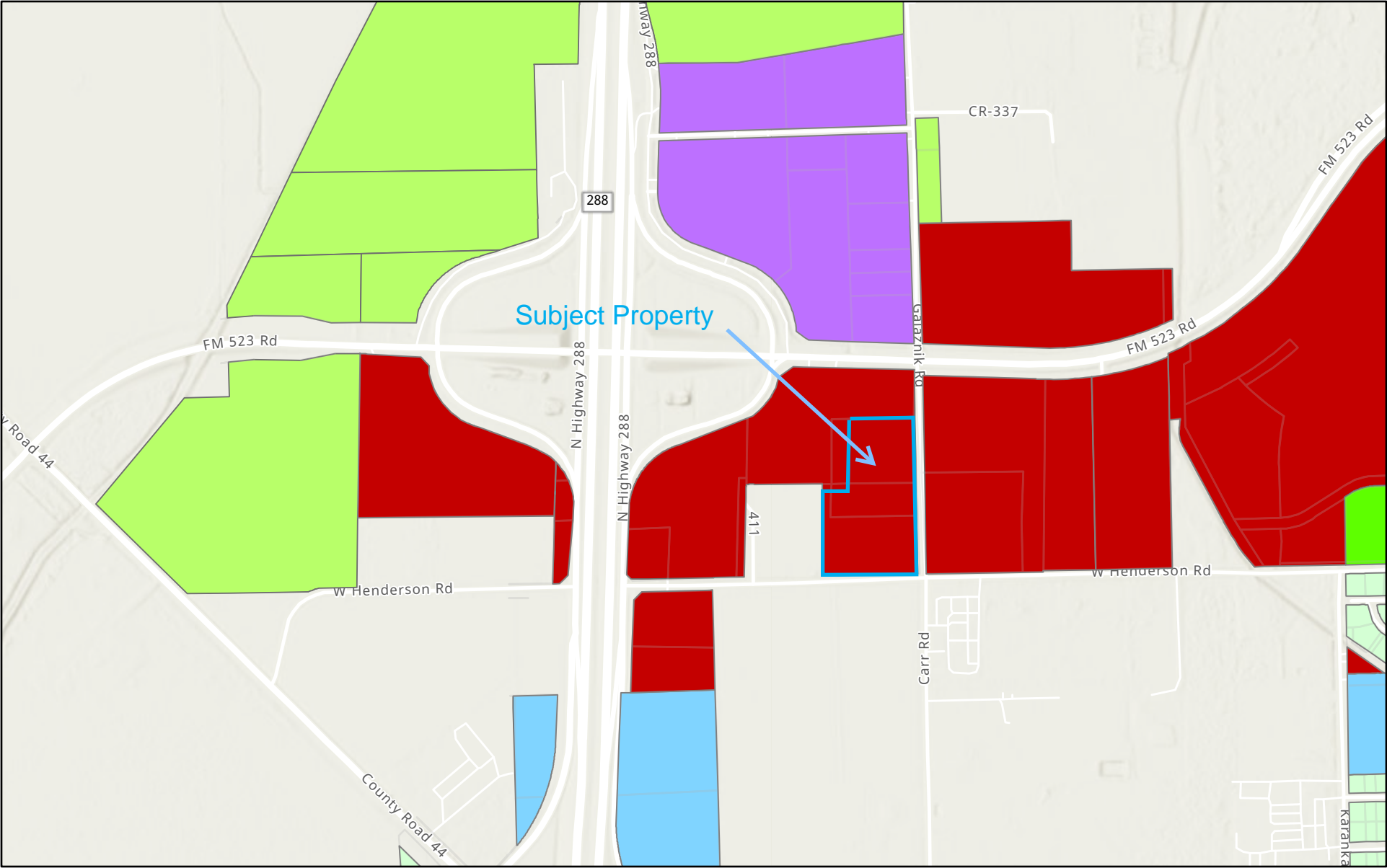
LUTHER J. DALY DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6150

MINOR REPLAT
OF 12.390 ACRES
REMAINDER OF A CALLED 13.58 ACRE TRACT
RECORDED IN
B.C.C.F. No. 2005043342
LOCATED IN THE
J. DE J. VALDERAS SURVEY, ABSTRACT No. 380
IN BRAZORIA COUNTY, TEXAS

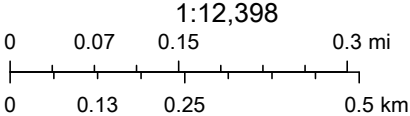
B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DR., SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPELS No. 10052500 REG. NO. F-825

Table with 3 columns: PROJECT NO., SCALE, DRAWN BY; DRAWING NO., DATE, CHECKED BY.

Zoning



7/1/2022



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Parks & Wildlife, CONANP, Esri, HERE, Garmin, Foursquare, SafeG



May 12, 2022

Mayor Jason Perez

John Wright,
Mayor pro-tem,
Position 3

Mikey Svoboda
Council Member,
Position 1

Travis Townsend
Council Member,
Position 2

Cecil Booth
Council Member,
Position 4

Mark Gongora
Council Member,
Position 5

Chris Whittaker
City Manager

Frances Aguilar
City Secretary

Ms. Robin Crouch
Baker and Lawson, Inc.
4005 Technology Drive, Suite 1530
Angleton, TX 77515

RE: Completeness Determination for Minor Plat Application for 12.390 Acres in the J. De J. Valderas Survey, Abstract No. 380

Dear Ms. Crouch,

As required by Section 23-79 of the Code of Ordinances of the City of Angleton the City has five (5) business days from the date of submission of an application to determine if the application is complete. The above referenced minor plat application was submitted on May 9, 2022, and the City has until May 16, 2022 to determine if the application is complete. The submitted application is determined to be incomplete for the following reasons:

1. Section-117.A.3 requires submission of a preliminary utility plan showing all existing and proposed utilities. **No preliminary utility plan has been submitted.**
2. Section 117.A.5 requires utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of the LDC. **No utility and drainage reports has been submitted.**
3. Section 23-117.A.6 requires a drainage report as set out in Section 13-15. **No drainage report has been submitted.**
4. Section 23-117.A.7 requires a soil suitability report (geotechnical report) as set out in Section 23-25. **No geotechnical report has been submitted.**
5. Section 23-117.A.8 requires a current tax certificate. **No current tax certificate has been provided.**
6. Section 23-117.A.12 requires a heritage tree survey and tree preservation plan as part of the preliminary plat submittal requirements. **No heritage tree survey and tree preservation plan has been submitted.**
7. Section 23-87.E allows for a minor subdivision plat or replat if:
 - a. Property is proposed to be subdivided into no more than four lots;
 - b. The resulting lots comply with all LDC and applicable zoning requirements;
 - c. **No utilities, other than service lines, are required to be extended to serve the lots and utilities are available on or immediately adjacent to the parcel; and**
 - d. The resulting lots would all front on a public street and not require the creation of a new street.

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

www.angleton.tx.us

While water service is available to proposed Lot 2 from a 16-inch line in Henderson Road, neither proposed lot has sewer service available and water service is not available to proposed Lot 1.

Further, Texas Local Government Code Section 212.0065 identifies a "minor plat" as: "...involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities."

As the criteria for a minor plat or replat application is not met, this application cannot be processed as a minor plat or replat. Section 23-15 requires the extension of City water and sewer lines to provide city services to properties being developed within the City limits of the City of Angleton. To proceed forward, this application must be converted into a regular preliminary plat application and all missing items as identified in this letter must be submitted. The fee for a commercial preliminary plat is \$1,000 + \$25 for each acre over two acres. While \$250 has been paid for a minor plat application, to convert this application to a preliminary plat application will require the payment of an additional \$1,009.75. If variances will be sought to the required extensions of water and sewer service lines to the property, then reasoning consistent with the criteria of Section 23-102 must be submitted for any conversion of this application to be considered complete.

Pursuant to Texas Local Government Code Section 245.002(e) you have forty-five (45) days from the date of the application submittal (May 2, 2022) to provide the missing application information. If that information is not provided by June 16, 2022, the application will be declared void.

Section 23-79.A.1 requires that a development application may not be processed until a complete submittal is filed. Section 23-79.A.3 requires a complete plat application must be provided 30 days prior to a commission meeting to allow adequate review time.

Finally, unless variances for such are granted, pursuant to Section 23-117.A.14 construction plans for public improvements, identified in Section 23-98.A.1.a as including, but not limited to, water, wastewater, drainage, road and park improvements, must be reviewed and approved prior to submission of any final plat application.

If you should have any questions, feel free to ask.

Cordially,



Walter E. Reeves Jr., AICP

Development Services Director

Phone: (979) 849-4364 x-2108

Email: wreeves@angleton.tx.us

Ms. Danielle Clark
 Smart Storage Angleton
 105 Loganberry St.
 Lake Jackson, Texas 77566

June 21, 2022

Mr. Walter Reeves
 Director of Development and Planning
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515

Re: Completeness Determination for Minor Plat Application
 12.390 Acres in NW Quadrant of Henderson and Carr Road

Dear Mr. Reeves,

I have reviewed your "Completeness Determination" for the references plat dated May 16, 2022. The purpose of the plat is to subdivide a 12.390 acre tract into two tracts consisting 4.533 acres on the north part and 7.860 acres on the south part. There are no plans for a specific development on either tract. I am requesting variances for the following Sections of the City of Angleton Land Development Code (LDC):

Sec. 23- 117.A.3 – Preliminary Utility Plans

I have not provided a utility plan because extension of utilities will be determined by a planned development. There is a 16-inch waterline along Henderson which is adjacent to the south tract and an 8-inch sanitary sewer which can be extended about 200 feet from FM 523 south to the northeast corner of the north lot. On site lift stations can be utilized if sanitary sewer depth is an issue. These design issues can be resolved when the first tract is developed. At that time utilities will be extended to serve both tracts.

I request a variance to provide a utility plan at the time the first tract is developed.

Sec. 23-117.A.5 - Utility and Drainage Report

These reports will be prepared with each tract as they are developed. Detention not required for 4 acre tract, as per Angleton Drainage District. Utilities were discussed above.

I request a variance to provide a utility and drainage plans at the time that each tract is developed.

Sec. 23-117.A.6 - Geotechnical Report

Geotechnical studies are normally prepared based on a boring plan determined by planned development. I do not have a planned layout for each tract at this time.

I request a variance to provide a geotechnical report at the time that each tract is developed.

Sec. 23-117.A.12 - Heritage Tree Preservation Plan

Heritage tree preservation plans are prepared when there is a proposed site plan. Heritage trees can be planned around to save or removed and compensated per the Land Development Code. I do not have a planned layout for each tract at this time.

I request a variance to provide a heritage tree preservation plan at the time that each tract is developed.

I will provide current tax certificates if the above requested variances are approved. If you have any questions or require further information, please contact Baker & Lawson, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Clark".

Danielle Clark, Owner



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on the preliminary replat of Angleton Park Place Section 1.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None.

FUNDS REQUESTED: None.

FUND: None

EXECUTIVE SUMMARY:

The subject property is located on the southeast corner of E. Phillips Road and Gifford Road (Attachment 1), consists of 7.447 acres in Section 1 (16.73 acres in total) and is in the Manufactured Home (MH) zoning district. As the Commission will recall, a preliminary replat of this property was recommended for approval by the Commission on September 2, 2021, with the condition that all staff comments be cleared prior to submission of any final replat. City Council approved the preliminary replat on September 28, 2021, with the same condition. The project is a manufactured home subdivision and is not a manufactured home park and at the time of approval in September 2021 was proposing 26 lots with 1 reserve lot and access was taken from Phillips Road (Attachment 2). The new preliminary plat adds additional lots overall and access will now be off of Gifford Road. The reason for these changes are that as the project moves forward into future phases, Section 23-11.I requires that subdivisions containing 30 or more lots must provide two points of 100-year storm compliant access. After approval of the original preliminary replat in September 2021, ongoing discussions about the construction of half of Gifford Road, which would have been necessary to meet the requirements of Section 23-11.I with future phases, has resulted in the requested changes.

Staff comments were forwarded (Attachment 3) and a response to comments has been provided (Attachment 4). At the time of preparation of this agenda summary all City comments had not yet been cleared. Any outstanding comments should be minor and can addressed as a condition of approval.

With the clearance of all staff comments the proposed preliminary replat of Section 1 otherwise meets all other requirements of the Code of Ordinances of the City of Angleton.

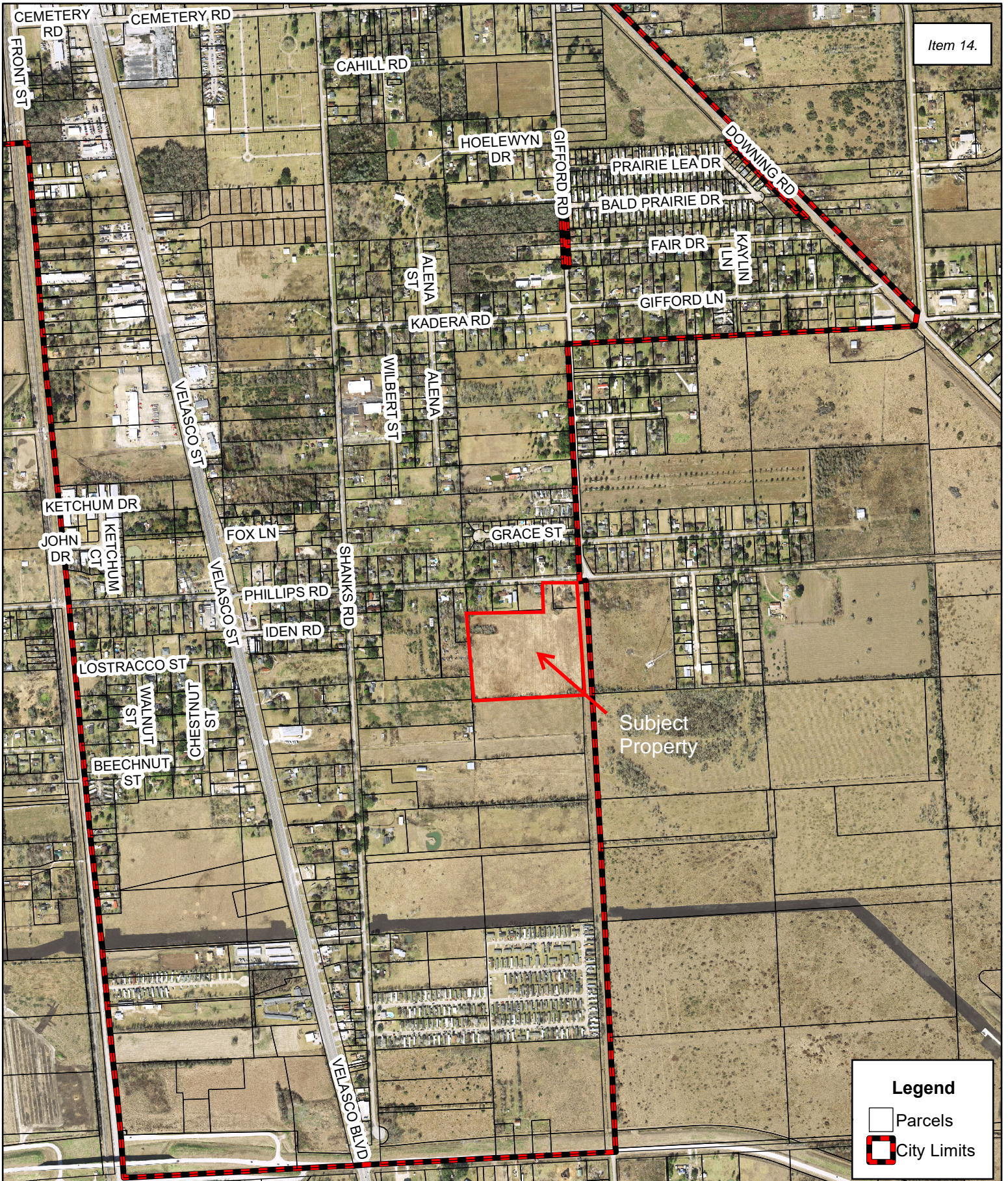
The Planning and Zoning Commission voted 4 in-favor/0 opposed/3 absent to recommend approval subject to the condition that all staff comments are cleared prior to submission of any final replat.

RECOMMENDATION:

Staff recommends approval of the preliminary replat of Angleton Park Place Section 1 subject to the condition that all staff comments are cleared prior to submission of any final replat.



SUGGESTED MOTION:

I move we approve the preliminary replat of Angleton Park Place Section 1 subject to the condition that all staff comments are cleared prior to submission of any final replat.



Subject Property

Legend

-  Parcels
-  City Limits

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.

LEGEND

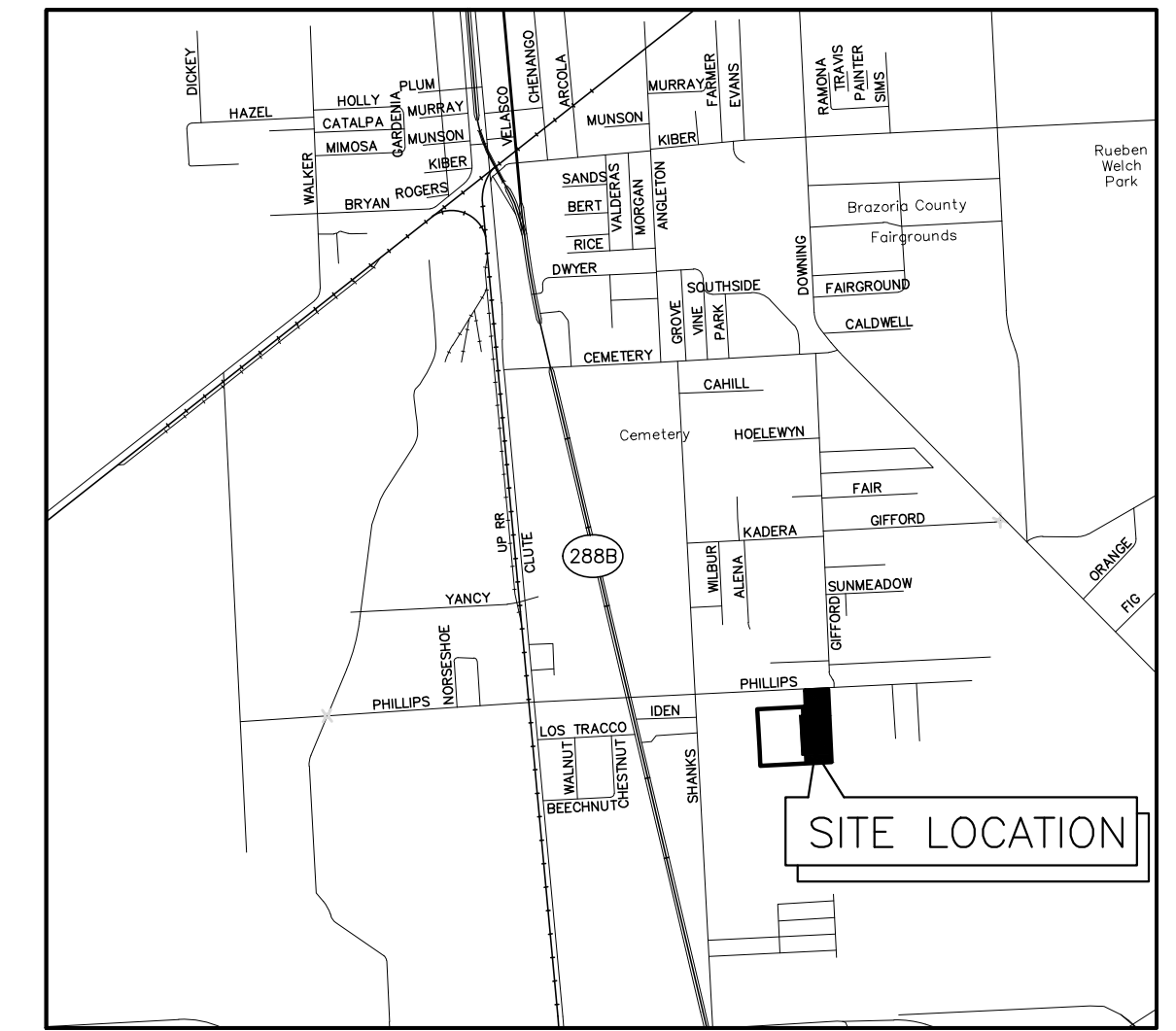
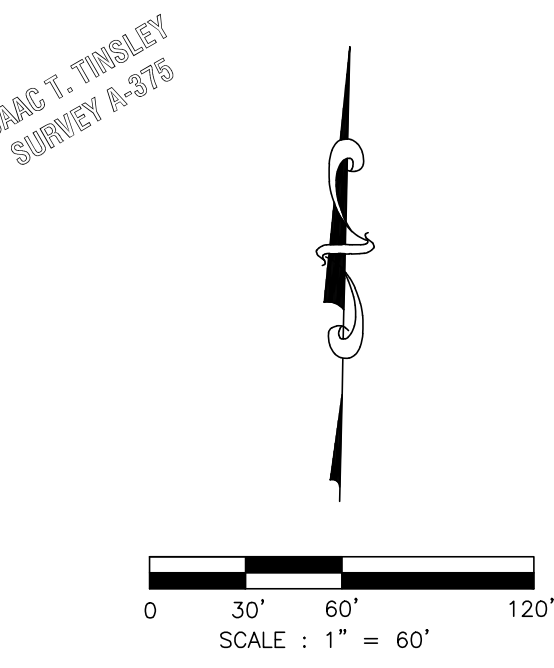
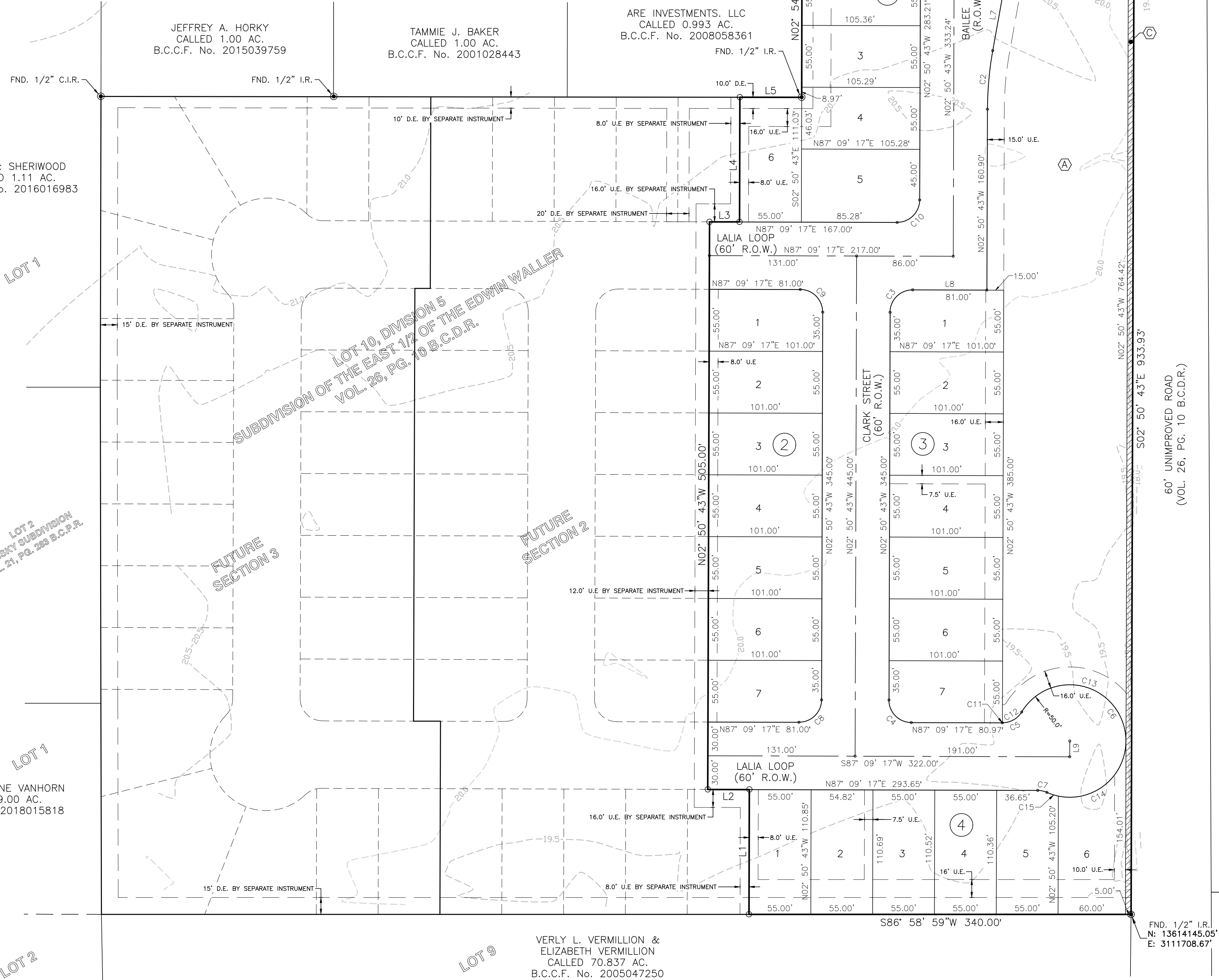
- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
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- R.O.W. = RIGHT-OF-WAY
- Vol., Pg. = VOLUME, PAGE
- W.L.E. = WATERLINE EASEMENT
- U.E. = UTILITY EASEMENT

SYMBOLS

- = SET 5/8" C.I.R. "BAKER & LAWSON"
- = FOUND 5/8" C.I.R. "BAKER & LAWSON" (UNLESS NOTED)
- ⊕ = (TBM) TEMPORARY BENCHMARK

Curve Table					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	52.36'	300.00'	10°00'00"	N02°09'17"E	52.29'
C2	52.36'	300.00'	10°00'00"	S02°09'17"W	52.29'
C3	31.42'	20.00'	90°00'00"	S42°09'17"W	28.28'
C4	31.42'	20.00'	90°00'00"	S47°50'43"E	28.28'
C5	20.61'	20.00'	59°03'01"	N57°37'46"E	19.71'
C6	229.46'	50.00'	262°56'45"	N20°25'22"W	74.93'
C7	8.34'	20.00'	23°53'44"	N80°53'51"W	8.28'
C8	31.42'	20.00'	90°00'00"	N42°09'17"E	28.28'
C9	31.42'	20.00'	90°00'00"	N47°50'43"W	28.28'
C10	31.42'	20.00'	90°00'00"	N42°09'17"E	28.28'
C11	0.03'	20.00'	0°05'44"	S87°06'25"W	0.03'
C12	20.58'	20.00'	58°57'17"	S57°34'55"W	19.68'
C13	130.07'	50.00'	149°03'01"	N77°22'14"W	96.37'
C14	88.61'	50.00'	101°32'13"	N47°55'23"E	77.46'
C15	10.78'	50.00'	12°21'31"	S75°07'45"E	10.76'

Line Table		
Line No.	Length	Direction
L1	111.02'	N02°50'43"W
L2	37.00'	S87°09'17"W
L3	26.72'	N87°09'17"E
L4	110.94'	N02°50'43"W
L5	55.00'	N87°03'19"E
L6	36.48'	N02°50'43"W
L7	62.68'	N07°09'17"E
L8	66.00'	N87°09'17"E
L9	14.00'	S02°50'43"E



- NOTES:**
- ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
 - FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN WARNING; THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. ALL MANUFACTURED HOMES SHALL BE ELEVATED TO OR ABOVE THE BASE FLOOD ELEVATION AND BE SECURELY ANCHORED TO COMPLY WITH THE REQUIREMENTS OF THE DESIGNATED FEMA FLOOD ZONES AND THE ANGLETON FLOOD HAZARD PREVENTION ORDINANCE.
 - BENCHMARK: ANGLETON = PUBLISHED ELEVATION = 25.81' TRIANGULATION STATION DISK SET IN TOP OF CONCRETE POST STAMPING; ANGLETON 1931 LOCATED ABOUT 1 MILE SOUTHWEST OF ANGLETON ON LAND OWNED BY MR. JAMISON, 40 FEET NORTH EAST OF COUNTY ROAD 221, NEAR MAIN GATE TO HOMESITE. TBM = 24.82'
 - TEMPORARY BENCHMARK ON SITE: TOP BOLT ON FIRE HYDRANT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF E. PHILLIPS ROAD AND THE NORTH PROPERTY LINE OF SUBJECT PROPERTY.
 - THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
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 - FRONT SETBACKS SHALL BE 25', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 15' FOR LOTS ADJACENT TO THE R.O.W., 5' FOR INTERIORS.

REVISED:

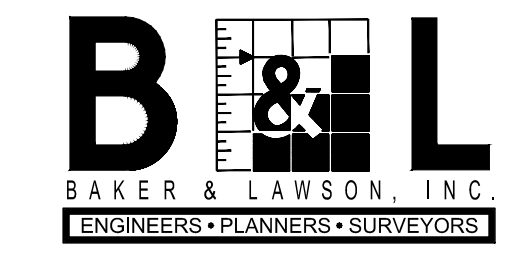
PRELIMINARY REPLAT

ANGLETON PARK PLACE

SUBDIVISION SECTION 1

A 7.447 ACRE, 26-LOT, 4 BLOCK, 1 RESERVE SUBDIVISION

OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 210 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134 CITY OF ANGLETON BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS NO. 10052500
REG. NO. F-825

RESERVE/DEDICATION TABLE			
SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO DETENTION USE	1,806 AC.
(B)	R.O.W. DEDICATION		0.105 AC.
(C)	R.O.W. DEDICATION		0.105 AC.

PAGE 1 OF 2
OWNERS:
MIKE MORGAN
1915 N 288B
FREEPORT, TEXAS 77541

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT MIKE MORGAN, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Angleton Park Place Subdivision, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues. The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

MIKE MORGAN
OWNER/MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared MIKE MORGAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ___ day of _____, _____.

Notary Public
State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 20____, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

ANGLETON DRAINAGE DISTRICT

ACCEPTED THIS _____ DAY OF _____, 20____ BY THE ANGLETON DRAINAGE DISTRICT.

THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

KNOW ALL MEN BY THESE PRESENTS: That I, Miguelangel A. Saucedo, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variations that were expressly granted by the City Council.

SIGNED: MIGUELANGEL A. SAUCEDA
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 121992

KNOW ALL MEN BY THESE PRESENTS: That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

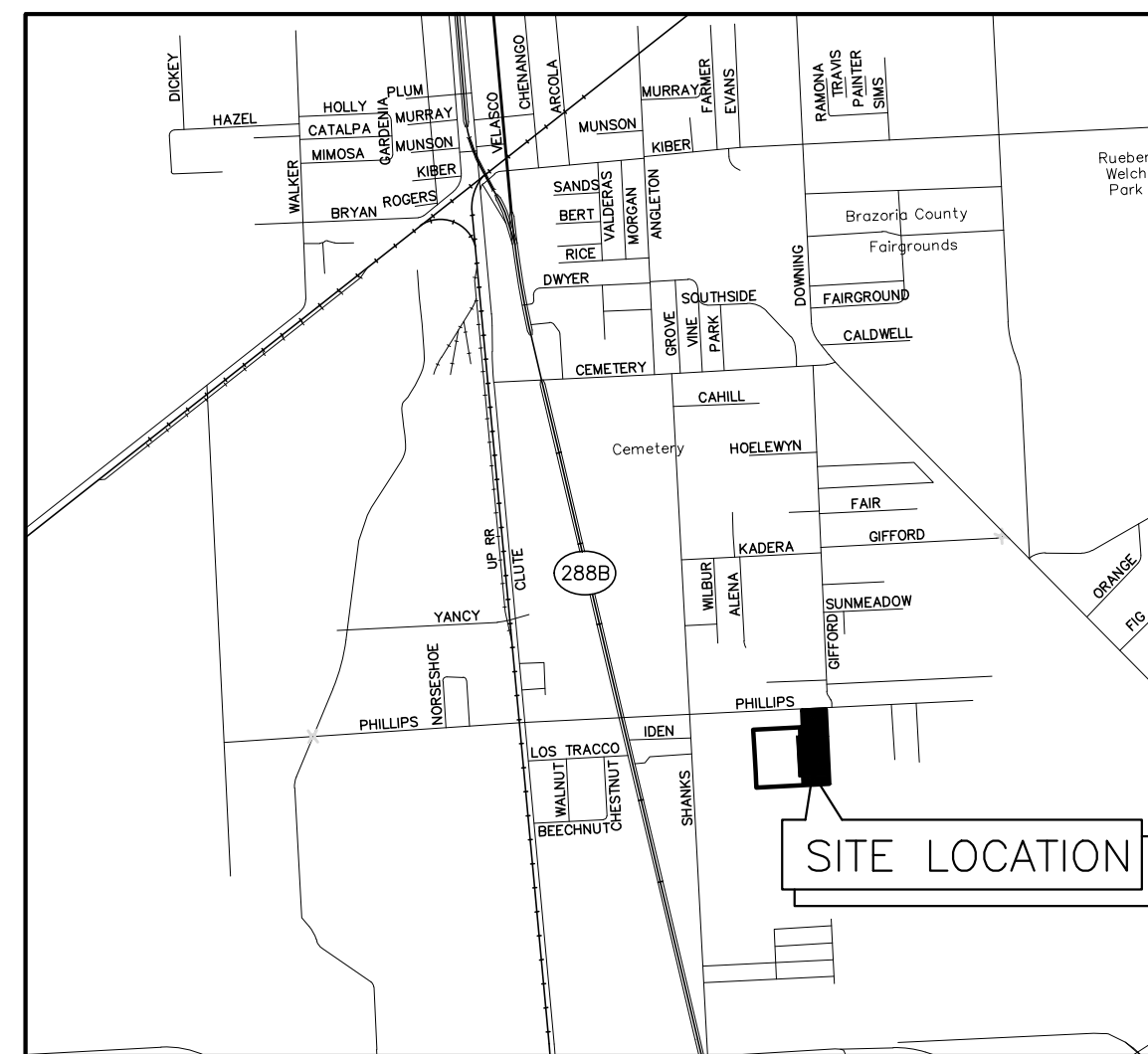
SIGNED: DEVIN R. ROYAL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6667

FIRE LANES AND FIRE EASEMENTS:

THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD, ALL-WEATHER SURFACE AND THAT THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO: PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESS OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS ARE THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING: "FIRE LANE, NO PARKING". THE POLICE OR HIS DULY AUTHORIZED REPRESENTATIVES ARE HEREBY AUTHORIZED TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED AND FREE OF OBSTRUCTIONS AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

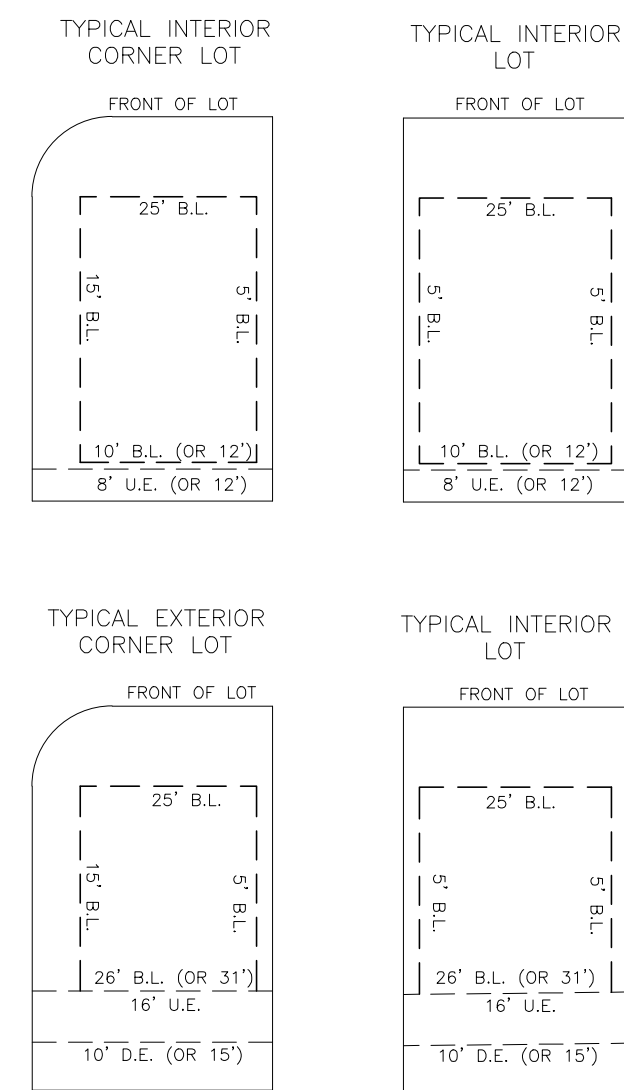
MIKE MORGAN
OWNER/MANAGER

OWNERS: MIKE MORGAN
1915 N 288B
FREEPORT, TEXAS 77541



VICINITY MAP

Table with 4 columns: BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4. Each column contains a Parcel Table with Lot No. and Area S.F.



Being a tract of land containing 7.447 acres (328,211 square feet), located within Edwin Waller League, Abstract Number (No.) 134, in Brazoria County, Texas; Said 7.447 acre tract being a portion of Lot 10, Division 5 of the Subdivision East One-Half of the Edwin Waller League recorded under Volume (Vol.) 26, Page 210 Brazoria County Deed Records (B.C.D.R.), being a portion of a called 16.72 acre tract recorded in the name of Angleton Park Place, LLC under B.C.C.F. No. 2016023917, Said 7.447 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod found on the south right-of-way (R.O.W.) line of East Phillips Road (40-foot wide per Vol. 26, Pg. 210 B.C.D.R.), on the north line of said Lot 10, at the northeast corner of a called 0.993 acre tract recorded in the name of ARE Investments, LLC under B.C.C.F. No. 2008058361, for the northwest corner of said 16.72 acre tract and the herein described tract;

THENCE, with the south R.O.W. line of said East Phillips Road, being the north line of said Lot 10, North 87 degrees 05 minutes 14 seconds East, a distance of 295.53 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of the R.O.W. intersection of said East Phillips Road, and a 60-foot unimproved road (Vol. 26, Pg. 10 B.C.D.R.), for the northeast corner of said Lot 10 and the herein described tract;

THENCE, with the west R.O.W. line of said unimproved road, being the east line of said Lot 10, South 02 degrees 50 minutes 43 seconds East, a distance of 933.93 feet to a 1/2-inch iron rod found at the northeast corner of Lot 9 of said Subdivision East One-Half of the Edwin Waller League, for the southeast corner of said Lot 10 and the herein described tract;

THENCE, with the common line of said Lots 9 and 10, South 86 degrees 58 minutes 59 seconds West, a distance of 340.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the southeast corner of the herein described tract;

THENCE, through and across said Lot 10 the following five (5) courses:

- 1. North 02 degrees 50 minutes 43 seconds West, a distance of 111.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. South 87 degrees 09 minutes 17 seconds West, a distance of 37.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
3. North 02 degrees 50 minutes 43 seconds West, a distance of 505.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
4. North 87 degrees 09 minutes 17 seconds East, a distance of 26.72 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
5. North 02 degrees 50 minutes 43 seconds West, a distance of 110.94 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the south line of said 0.993 acre tract, being the north line of said 16.72 acre tract, for a northwesterly corner of the herein described tract;

THENCE, with the south line of said 0.993 acre tract, being the north line of said 16.72 acre tract, North 87 degrees 03 minutes 19 seconds East, a distance of 55.00 feet to a 1/2-inch iron rod found at the southeast corner of said 0.993 acre tract, for an interior corner of said 16.72 acre tract and the herein described tract;

THENCE, with the east line of said 0.993 acre tract, being the west line of said 16.72 acre tract, North 02 degrees 54 minutes 47 seconds West, a distance of 207.55 feet to the POINT OF BEGINNING, containing 7.447 acres of land.

REVISID: PRELIMINARY REPLAT ANGLETON PARK PLACE SUBDIVISION SECTION 1 A 7.447 ACRE, 26-LOT, 4 BLOCK, 1 RESERVE SUBDIVISION. OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 210 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134 CITY OF ANGLETON BRAZORIA COUNTY, TEXAS. 300 EAST CEDAR ST. ANGLETON, TEXAS 77515 OFFICE: (979) 849-6681 TBPLS NO. 10052500 REG. NO. F-825. PROJECT NO.: 14320 SCALE: DRAWN BY: BT. DRAWING NO.: 14320 PLAT DATE: 08/17/2021 CHECKED BY: DRR.

June 17, 2022

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Preliminary Plat Review of Angleton Park Place Subdivision – 1st Submittal Review (Revised Layout)
Angleton, Texas
HDR Job No. 10336228 (2022)

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the preliminary plat for the above referenced property and offers the following comments

Preliminary Plat Review:

1. Provide topographic contours on the plat.
2. Show north ROW line for E. Phillips Rd. and filing information for properties adjacent to the subdivision.
3. Provide a light-colored break line to show the proposed future sections.
4. Provide a dimension on the proposed ROW dedication shown.
5. Verify: Are the easements by separate instrument shown proposed or existing? If existing, notate filing information on the plat.
6. Verify acreage and update heading or field notes (all locations of acreage noted) accordingly.
7. For the metes and bounds Field Notes shown, the following noted do match the information provided on the plat drawing:
 - a. Paragraph 4: Verify: 934.20 feet per plat drawing
 - b. Paragraph 6, 1.: Verify: 136.97 feet per plat drawing
 - c. Paragraph 6, 2.: Verify: 38.00 feet per plat drawing line table
 - d. Paragraph 6, 3.-5.: Revise information shown to match plat drawing.
 - e. Paragraph 7: Verify: 44.72 feet per plat drawing line table.
 - f. Paragraph 8: Verify: 207.82 feet per plat drawing.
8. Include Drainage and Detention Block Certificate from Sec. 23-115. Standard Language for Special Plat Elements.
9. Verify side yard building lines to meet 10-ft min., per Sec. 28-54 MH- Manufactured Home District.

The proposed preliminary plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Angleton Park Place Subdivision preliminary plat be revised and resubmitted.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read "Javier Vasquez", written in a cursive style.

Javier Vasquez, P.E., CFM
Project Engineer

cc: Files (10336228 (2022)/10283980 (2021))

Attachments

LEGEND

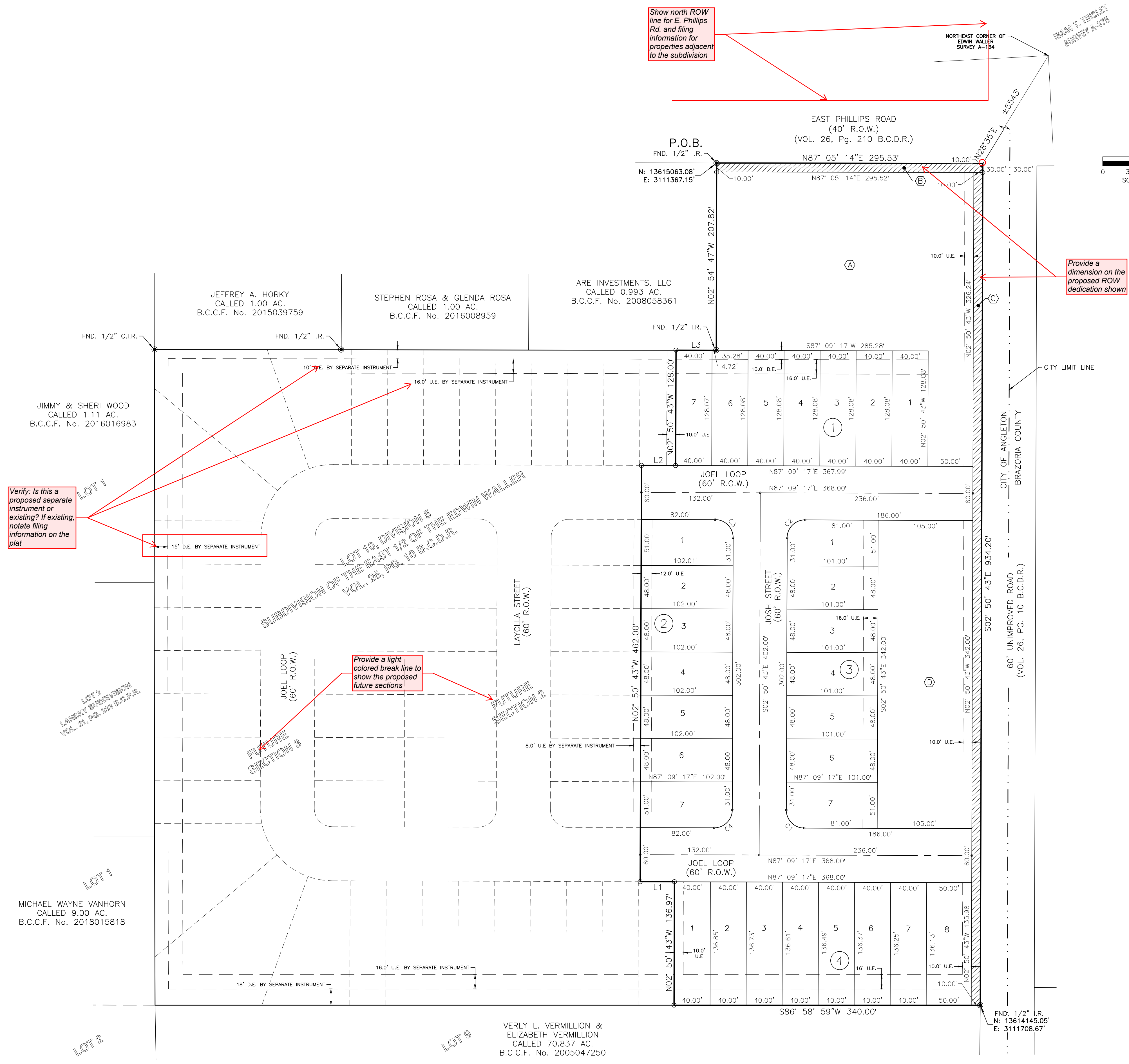
- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- B.L. = BUILDING LINE
- BM = BENCHMARK
- D.E. = DRAINAGE EASEMENT
- FND = FOUND
- I.R. = IRON ROD
- C.I.R. = CAPPED IRON ROD
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY
- Vol., Pg. = VOLUME, PAGE
- W.L.E. = WATERLINE EASEMENT
- U.E. = UTILITY EASEMENT

SYMBOLS

- = SET 5/8" C.I.R. "BAKER & LAWSON"
- = FOUND 5/8" C.I.R. "BAKER & LAWSON" (UNLESS NOTED)
- ⊕ = (TBM) TEMPORARY BENCHMARK

Curve Table					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42'	20.00'	90°00'00"	S47°50'43"E	28.28'
C2	31.42'	20.00'	90°00'00"	S42°09'17"W	28.28'
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C4	31.42'	20.00'	90°00'00"	N42°09'17"E	28.28'

Line Table		
Line No.	Length	Direction
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L2	38.00'	N87°09'17"E
L3	44.72'	N87°03'19"E



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 - TEMPORARY BENCHMARK ON SITE: TOP BOLT ON FIRE HYDRANT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF E. PHILLIPS ROAD AND THE NORTH PROPERTY LINE OF SUBJECT PROPERTY. TBM = 24.82'
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 - FRONT SETBACKS SHALL BE 25', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 15' FOR LOTS ADJACENT TO THE R.O.W., 5' FOR INTERIORS.
 - THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF DETENTION RESERVES A & D. DETENTION RESERVES A & D ARE DEDICATED TO THE PROPERTY OWNERS ASSOCIATION BY THE PLAT.

REVISED:

PRELIMINARY REPLAT ANGLETON PARK PLACE SUBDIVISION SECTION 1 A 7.484 ACRE, 29-LOT, 4 BLOCK, 2 RESERVE SUBDIVISION

OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 10 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT No. 134
CITY OF ANGLETON, TEXAS
BRAZORIA COUNTY, TEXAS

RESERVE/DEDICATION TABLE			
SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO DETENTION USE	1,444 AC.
(B)	R.O.W. DEDICATION		0.068 AC.
(C)	R.O.W. DEDICATION		0.212 AC.
(D)	RESTRICTED RESERVE "D"	RESTRICTED TO DETENTION USE	0,824 AC.

PAGE 1 OF 2

OWNERS:
MIKE MORGAN
1915 N 288B
FREEPORT, TEXAS 77541

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT MIKE MORGAN, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Angleton Park Place Subdivision, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association.

STATE OF TEXAS § COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

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The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues. The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

MIKE MORGAN OWNER/MANAGER

STATE OF TEXAS § COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared MIKE MORGAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ___ day of _____, _____.

Notary Public State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this ___ day of _____, 20___, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this ___ day of _____, 20___, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS § COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20___, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public State of Texas

KNOW ALL MEN BY THESE PRESENTS: THAT I, MIGUELANGEL A. SAUCEDA, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

SIGNED: MIGUELANGEL A. SAUCEDA PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 121992 DATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, PHIL HAMMONS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

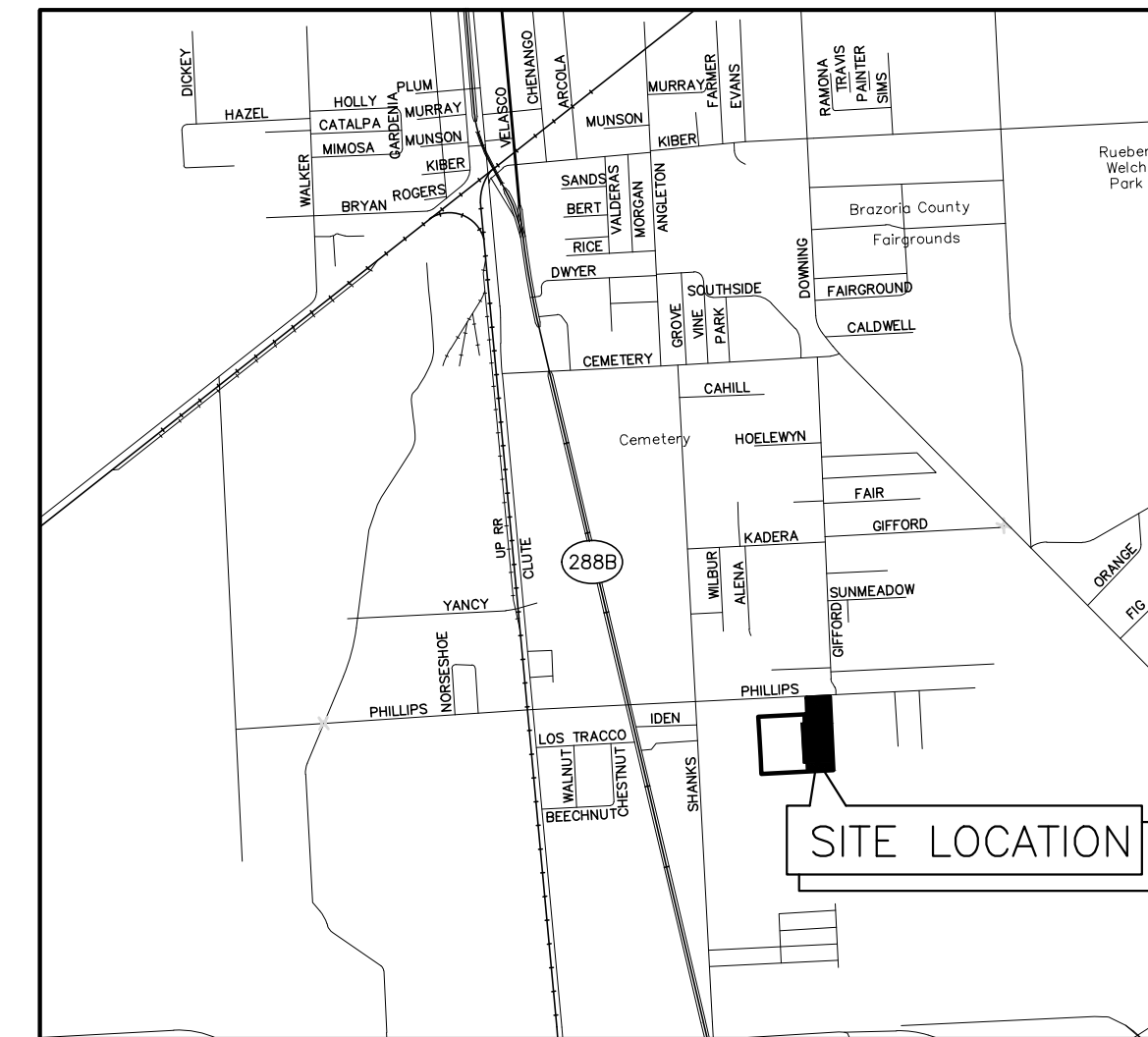
SIGNED: PHIL HAMMONS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5840 DATE



MIKE MORGAN OWNER/MANAGER

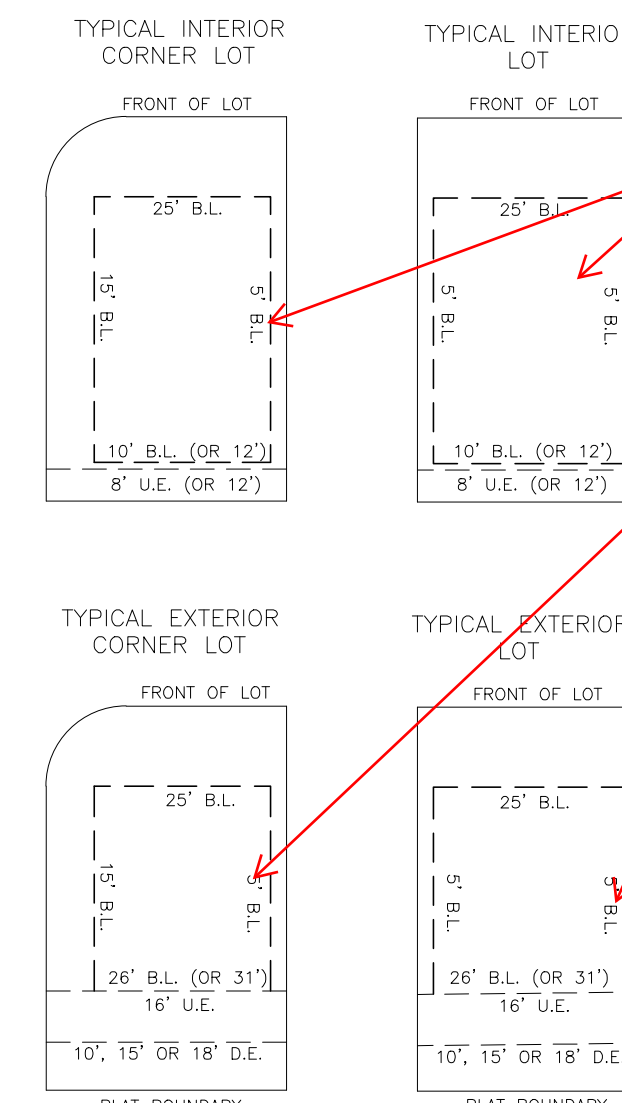
OWNERS: MIKE MORGAN 1915 N 288B FREEPORT, TEXAS 77541

Include Drainage and Detention Block Certificate from Sec. 23-115. Standard Language for Special Plat Elements



VICINITY MAP

Table with 4 columns: BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4. Each column contains a 'Parcel Table' with 'LOT NO.' and 'AREA S.F.' for lots 1 through 8.



Verify side yard building lines to meet 10-ft min., per Sec. 28-54 MH- Manufactured Home District

FIELD NOTES FOR 7.447 ACRES

Being a tract of land containing 7.447 acres (322,211 square feet), located within Edwin Waller League, Abstract Number (No.) 134, in Brazoria County, Texas. Said 7.447 acre tract being a portion of Lot 10, Division 5 of the Subdivision East One-Half of the Edwin Waller League recorded under Volume (Vol.) 26, Page 210 Brazoria County Deed Records (B.C.D.R.), being a portion of a called 16.72 acre tract recorded in the name of Angleton Park Place, LLC under B.C.C.F. No. 2016023917, Said 7.447 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod found on the south right-of-way (R.O.W.) line of East Phillips Road (40-foot wide per Vol. 26, Pg. 210 B.C.D.R.), on the north line of said Lot 10, at the northeast corner of a called 0.993 acre tract recorded in the name of ARE Investments, LLC under B.C.C.F. No. 2008058361, for the northwest corner of said 16.72 acre tract and the herein described tract;

THENCE, with the south R.O.W. line of said East Phillips Road, being the north line of said Lot 10, North 87 degrees 05 minutes 14 seconds East, a distance of 295.53 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of the R.O.W. intersection of said East Phillips Road, and a 60-foot unimproved road (Vol. 26, Pg. 10 B.C.D.R.), for the northeast corner of said Lot 10 and the herein described tract;

THENCE, with the west R.O.W. line of said unimproved road, being the east line of said Lot 10, South 02 degrees 50 minutes 43 seconds East, a distance of 933.93 feet to a 1/2-inch iron rod found at the northeast corner of Lot 9 of said Subdivision East One-Half of the Edwin Waller League, for the southeast corner of said Lot 10 and the herein described tract;

THENCE, with the common line of said Lots 9 and 10, South 86 degrees 58 minutes 59 seconds West, a distance of 340.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the southeast corner of the herein described tract;

THENCE, through and across said Lot 10 the following five (5) courses:

- 1. North 02 degrees 50 minutes 43 seconds West, a distance of 111.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. South 87 degrees 09 minutes 17 seconds West, a distance of 37.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
3. North 02 degrees 50 minutes 43 seconds West, a distance of 505.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
4. North 87 degrees 09 minutes 17 seconds East, a distance of 26.72 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
5. North 02 degrees 50 minutes 43 seconds West, a distance of 110.94 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the south line of said 0.993 acre tract, being the north line of said 16.72 acre tract, for a northwesterly corner of the herein described tract;

THENCE, with the south line of said 0.993 acre tract, being the north line of said 16.72 acre tract, North 87 degrees 03 minutes 19 seconds East, a distance of 55.00 feet to a 1/2-inch iron rod found at the southeast corner of said 0.993 acre tract, for an interior corner of said 16.72 acre tract and the herein described tract;

THENCE, with the east line of said 0.993 acre tract, being the west line of said 16.72 acre tract, North 02 degrees 54 minutes 47 seconds West, a distance of 207.85 feet to the POINT OF BEGINNING, containing 7.447 acres of land.

Verify: 934.20 feet per plat drawing

Verify: 136.97 feet per plat drawing

Verify: 38.00 feet per plat drawing line table

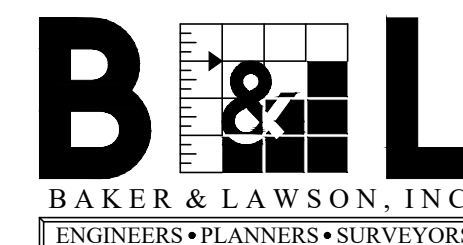
Verify: 44.72 feet per plat drawing line table

Verify: 207.82 feet per plat drawing

Verify acreage and update heading or field notes (all locations of acreage noted accordingly)

PRELIMINARY REPLAT ANGLETON PARK PLACE SUBDIVISION SECTION 1 A 7.484 ACRE, 29-LOT, 4 BLOCK, 2 RESERVE SUBDIVISION

OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 10 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134 CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS



4005 Technology Drive, Suite 1530 Angleton, TX 77515 OFFICE: (979) 849-6681 TBPLS No. 10052500 REG. NO. F-825

Preliminary Plat Review:

1. Provide topographic contours on the plat.

Added

2. Show north ROW line for E. Phillips Rd. and filing information for properties adjacent to the subdivision.

Added

3. Provide a light-colored break line to show the proposed future sections.

Added

4. Provide a dimension on the proposed ROW dedication shown.

Added

5. Verify: Are the easements by separate instrument shown proposed or existing? If existing, notate filing information on the plat.

Callout revised to show proposed easements

6. Verify acreage and update heading or field notes (all locations of acreage noted) accordingly.

Revised

7. For the metes and bounds Field Notes shown, the following noted do match the information provided on the plat drawing:

- a. Paragraph 4: Verify: 934.20 feet per plat drawing

Revised

- b. Paragraph 6, 1.: Verify: 136.97 feet per plat drawing

Revised

- c. Paragraph 6, 2.: Verify: 38.00 feet per plat drawing line table

Revised

- d. Paragraph 6, 3.-5.: Revise information shown to match plat drawing.

Revised

- e. Paragraph 7: Verify: 44.72 feet per plat drawing line table.

Revised

- f. Paragraph 8: Verify: 207.82 feet per plat drawing.

Revised

8. 8. Include Drainage and Detention Block Certificate from Sec. 23-115. Standard Language for Special Plat Elements.

Added

9. Verify side yard building lines to meet 10-ft min., per Sec. 28-54 MH- Manufactured Home District.

Added

ADDITIONAL COMMENTS

A 5' U.E. WAS PLACED ALONG THE SOUTHERN EDGE OF PARK PLACE AND ALONG THE NORTHERN EDGE OF BALTIC AVE. THIS EASEMENT IS NEED TO PROVIDE WORKING ROOM NEEDED FOR MAINTENANCE OF THE SANITARY SEWER.

LEGEND

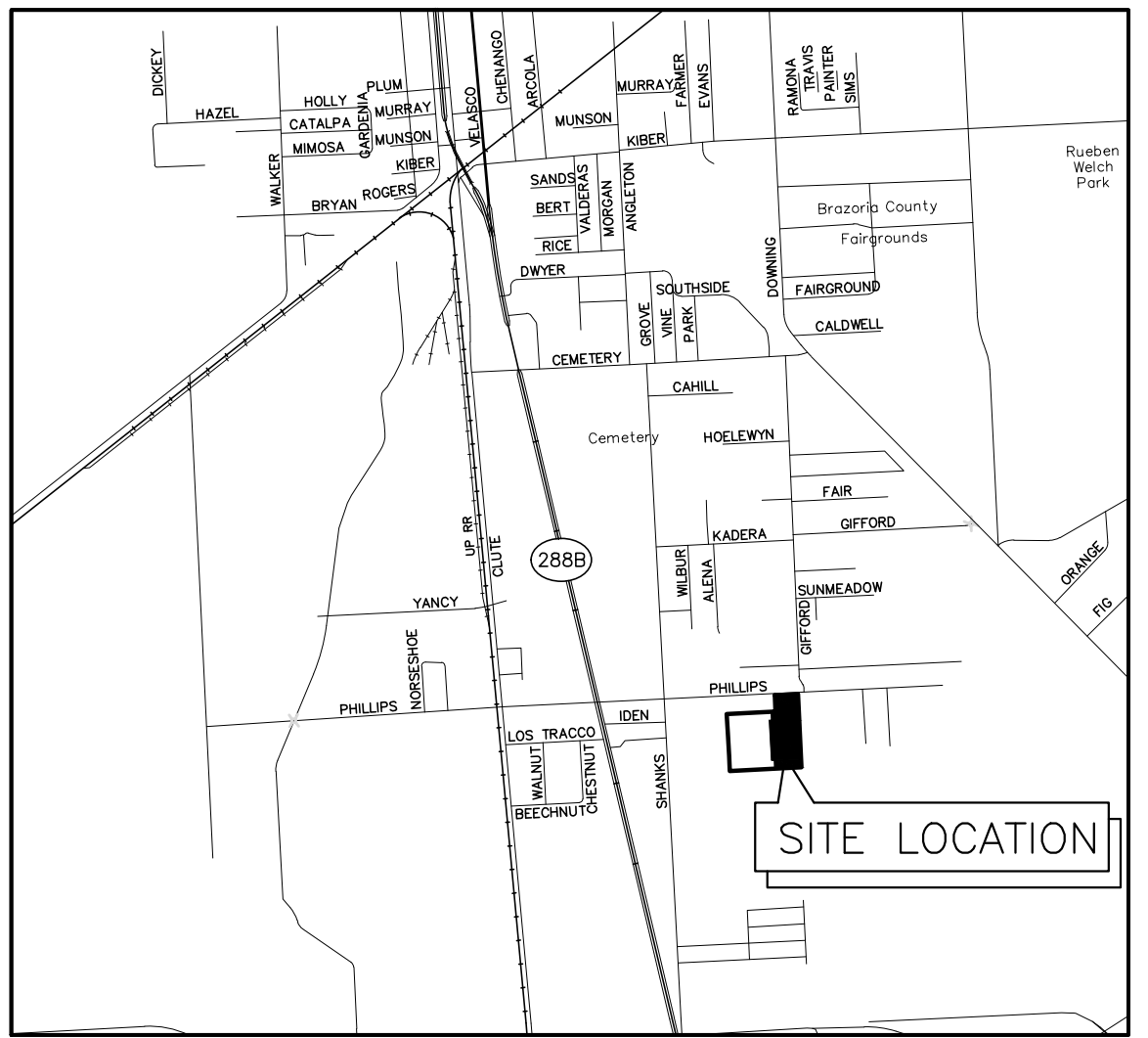
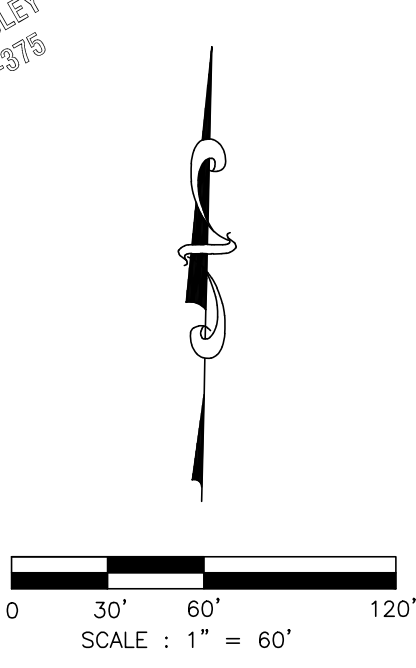
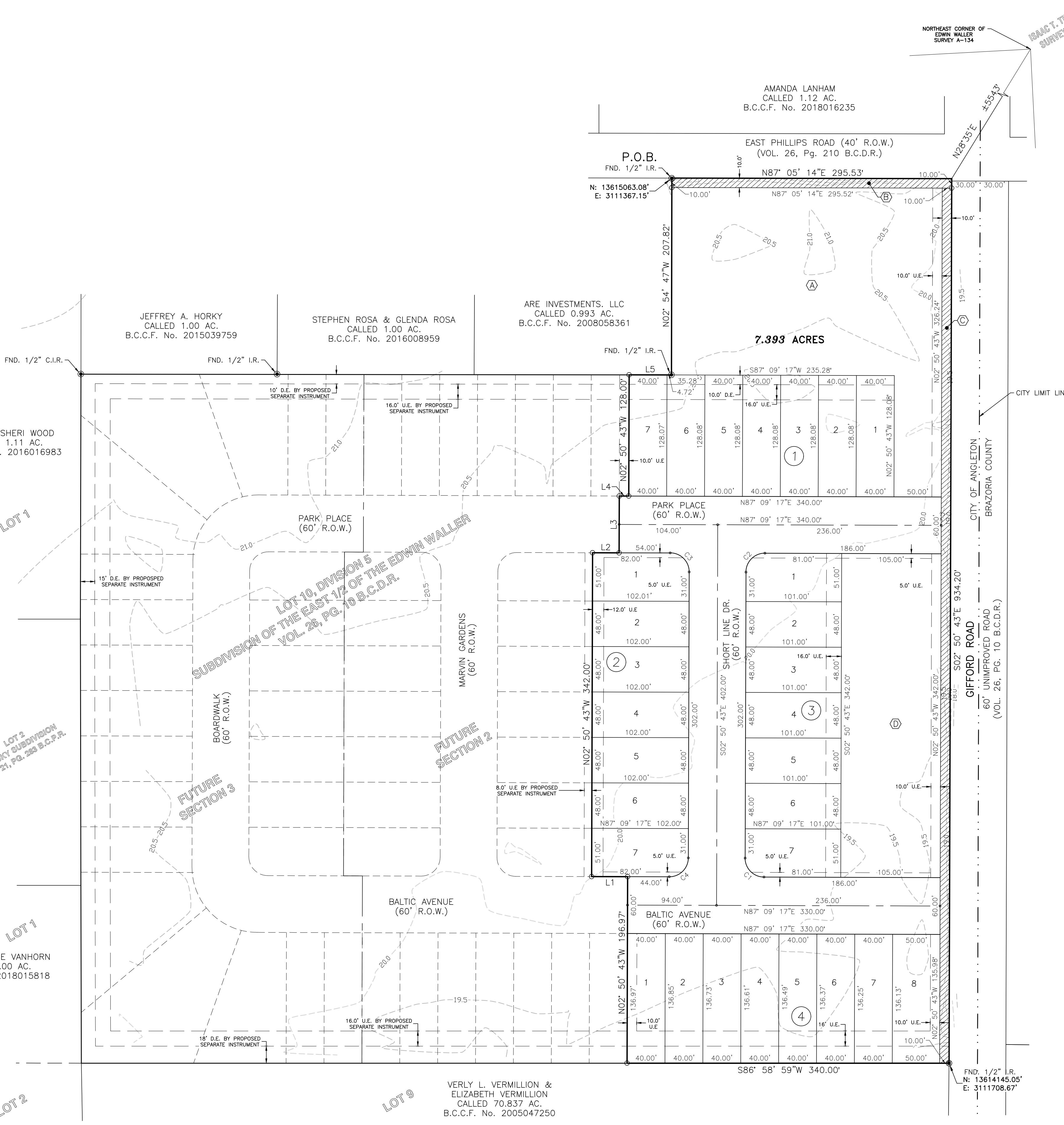
- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- B.L. = BUILDING LINE
- BM = BENCHMARK
- D.E. = DRAINAGE EASEMENT
- FND = FOUND
- I.R. = IRON ROD
- C.I.R. = CAPPED IRON ROD
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY
- Vol., Pg. = VOLUME, PAGE
- W.L.E. = WATERLINE EASEMENT
- U.E. = UTILITY EASEMENT

SYMBOLS

- = SET 5/8" C.I.R. "BAKER & LAWSON"
- = FOUND 5/8" C.I.R. "BAKER & LAWSON" (UNLESS NOTED)
- ⊕ = (TBM) TEMPORARY BENCHMARK

Curve Table					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42'	20.00'	90°00'00"	S47°50'43"E	28.28'
C2	31.42'	20.00'	90°00'00"	S42°09'17"W	28.28'
C3	31.42'	20.00'	90°00'00"	N47°50'43"W	28.28'
C4	31.42'	20.00'	90°00'00"	N42°09'17"E	28.28'

Line Table		
Line No.	Length	Direction
L1	38.00'	S87°09'17"W
L2	28.00'	N87°09'17"E
L3	60.00'	N02°50'43"W
L4	10.00'	N87°09'17"E
L5	44.72'	N87°03'19"E



NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 4803C0445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. ALL MANUFACTURED HOMES SHALL BE ELEVATED TO OR ABOVE THE BASE FLOOD ELEVATION AND BE SECURELY ANCHORED TO COMPLY WITH THE REQUIREMENTS OF THE DESIGNATED FEMA FLOOD ZONES AND THE ANGLETON FLOOD HAZARD PREVENTION ORDINANCE.
3. BENCHMARK: ANGLETON = PUBLISHED ELEVATION = 25.81' TRIANGULATION STATION DISK SET IN TOP OF CONCRETE POST STAMPING; ANGLETON 1931 LOCATED ABOUT 1 MILE SOUTHWEST OF ANGLETON ON LAND OWNED BY MR. JAMISON, 40 FEET NORTH EAST OF COUNTY ROAD 221, NEAR MAIN GATE TO HOMESITE.
4. TEMPORARY BENCHMARK ON SITE: TOP BOLT ON FIRE HYDRANT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF E. PHILLIPS ROAD AND THE NORTH PROPERTY LINE OF SUBJECT PROPERTY. TBM = 24.82'
5. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
6. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
8. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
9. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT, THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
10. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
11. SIDEWALKS THAT CONFORM TO ACM SPECIFICATIONS AND ALL ACCESSIBILITY STANDARDS SHALL BE INSTALLED CONCURRENT WITH CONSTRUCTION OF DEVELOPMENT.
12. FRONT SETBACKS SHALL BE 25', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 15' FOR LOTS ADJACENT TO THE R.O.W., 10' FOR INTERIORS.
13. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF DETENTION RESERVES A & D. DETENTION RESERVES A & D ARE DEDICATED TO THE PROPERTY OWNERS ASSOCIATION BY THE PLAT.

REVISED:

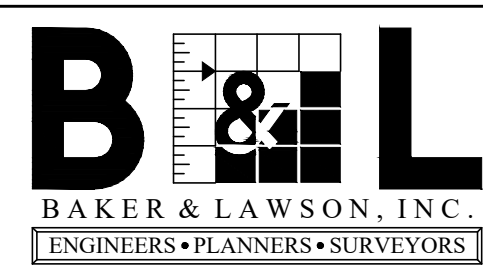
PRELIMINARY REPLAT

ANGLETON PARK PLACE

SUBDIVISION SECTION 1

A 7.393 ACRE, 29-LOT, 4 BLOCK, 2 RESERVE SUBDIVISION

OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 10 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT No. 134 CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS



4005 Technology Drive, Suite 1530
 Angleton, TX 77515
 OFFICE: (979) 849-6681
 TBPLS No. 10052500
 REG. NO. F-825

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PAGE 1 OF 2

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Drainage Easements Maintained by a Homeowners' Association.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

MIKE MORGAN
OWNER/MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared MIKE MORGAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, _____.

Notary Public
State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 20____, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

KNOW ALL MEN BY THESE PRESENTS: THAT I, MIGUELANGEL A. SAUCEDA, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

SIGNED: MIGUELANGEL A. SAUCEDA DATE
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 121992

DRAINAGE AND DETENTION EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378



FIRE LANES AND FIRE EASEMENTS:

THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AND SHOWN HEREON, A HARD, ALL-WEATHER SURFACE AND THAT THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO: PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESS OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS ARE THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING: "FIRE LANE, NO PARKING". THE POLICE OR HIS DULY AUTHORIZED REPRESENTATIVES ARE HEREBY AUTHORIZED TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED AND FREE OF OBSTRUCTIONS AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

MIKE MORGAN
OWNER/MANAGER

BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 4	
Parcel Table	Parcel Table	Parcel Table	Parcel Table	Parcel Table	Parcel Table	Parcel Table	Parcel Table
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	5,123	1	5,116	1	5,065	1	5,476
2	5,123	2	4,896	2	4,848	2	5,472
3	5,123	3	4,896	3	4,848	3	5,467
4	5,123	4	4,896	4	4,848	4	5,462
5	5,123	5	4,896	5	4,848	5	5,457
6	5,123	6	4,896	6	4,848	6	5,452
7	5,122	7	5,116	7	5,065	7	5,448
						8	6,803

FIELD NOTES FOR 7.393 ACRES

BEING A TRACT OF LAND CONTAINING 7.393 ACRES, LOCATED WITHIN EDWIN WALLER LEAGUE, ABSTRACT NUMBER (NO.) 134, IN BRAZORIA COUNTY, TEXAS; SAID 7.393 ACRE TRACT BEING A PORTION OF LOT 10, DIVISION 5 OF THE SUBDIVISION EAST ONE-HALF OF THE EDWIN WALLER LEAGUE RECORDED UNDER VOLUME (VOL.) 26, PAGE 210 BRAZORIA COUNTY DEED RECORDS (B.C.D.R.), BEING A PORTION OF A CALLED 16.72 ACRE TRACT RECORDED IN THE NAME OF ANGLETON PARK PLACE, LLC UNDER B.C.C.F. NO. 2016023917, SAID 7.393 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 1/2-INCH IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF EAST PHILLIPS ROAD (40-FOOT WIDE PER VOL. 26, PG. 210 B.C.D.R.), ON THE NORTH LINE OF SAID LOT 10, AT THE NORTHEAST CORNER OF A CALLED 0.993 ACRE TRACT RECORDED UNDER B.C.C.F. NO. 2008058361, FOR THE NORTHWEST CORNER OF SAID 16.72 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87° 05'14" EAST, WITH THE SOUTH R.O.W. LINE OF SAID EAST PHILLIPS ROAD, BEING THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 295.53 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE R.O.W. INTERSECTION OF SAID EAST PHILLIPS ROAD, AND A 60-FOOT UNIMPROVED ROAD (VOL. 26, PG. 10 B.C.D.R.), FOR THE NORTHEAST CORNER OF SAID LOT 10 AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02° 50'43" EAST, WITH THE WEST R.O.W. LINE OF SAID UNIMPROVED ROAD, BEING THE EAST LINE OF SAID LOT 10, PASSING AT A DISTANCE OF 10.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR REFERENCE, CONTINUING A TOTAL DISTANCE OF 934.20 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 9 OF SAID SUBDIVISION EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, FOR THE SOUTHEAST CORNER OF SAID LOT 10 AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88° 58'59" WEST, WITH THE COMMON LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 340.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE THROUGH AND ACROSS SAID LOT 10 THE FOLLOWING COURSES AND DISTANCES:

NORTH 02° 50' 43" WEST, A DISTANCE OF 196.97 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 87° 09' 17" WEST, A DISTANCE OF 38.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN ANGLE POINT;

NORTH 02° 50' 43" WEST, A DISTANCE OF 342.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN ANGLE POINT;

NORTH 87° 09' 17" EAST, A DISTANCE OF 28.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

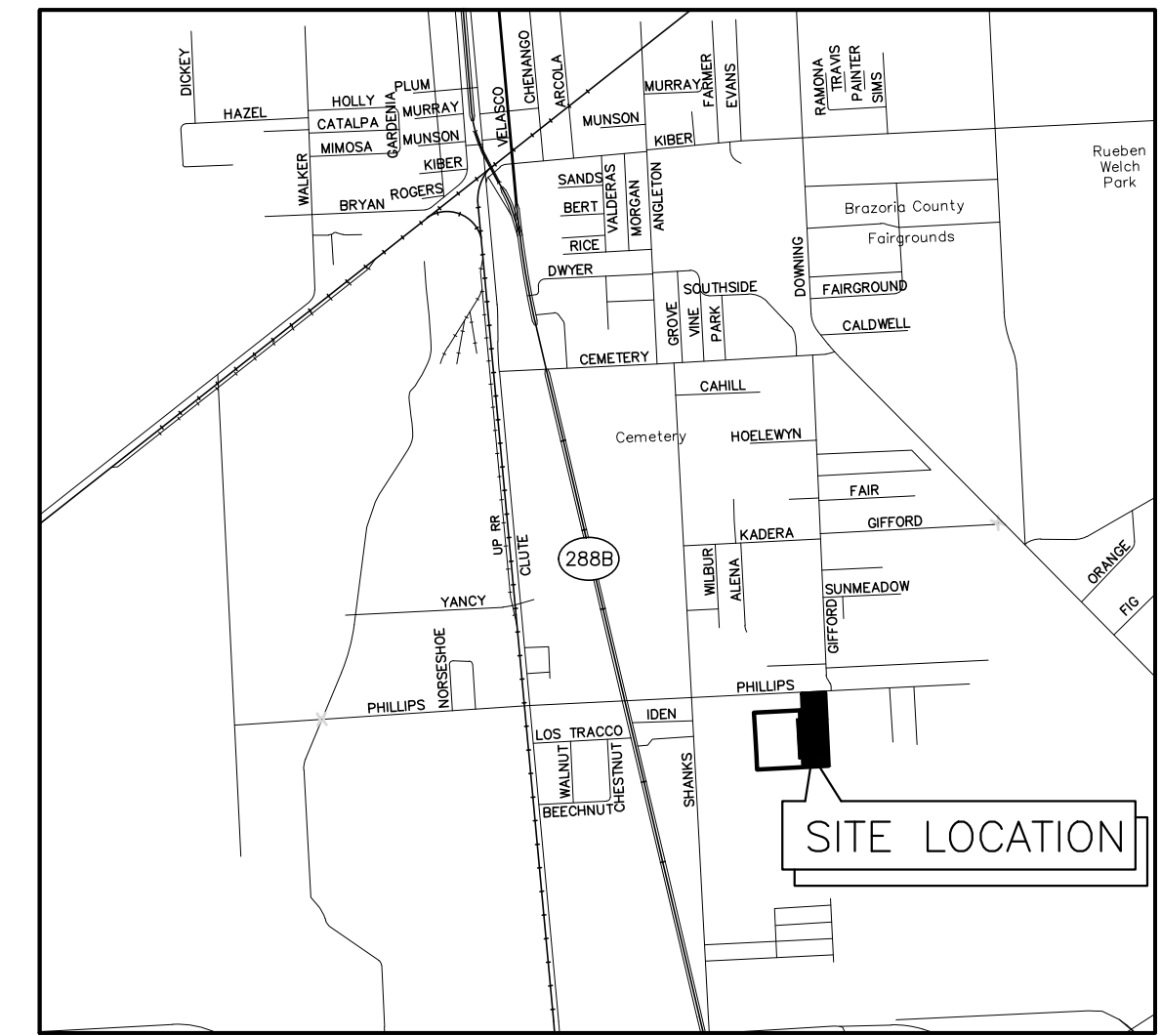
NORTH 02° 50' 43" WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN ANGLE POINT;

NORTH 87° 09' 17" EAST, A DISTANCE OF 10.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

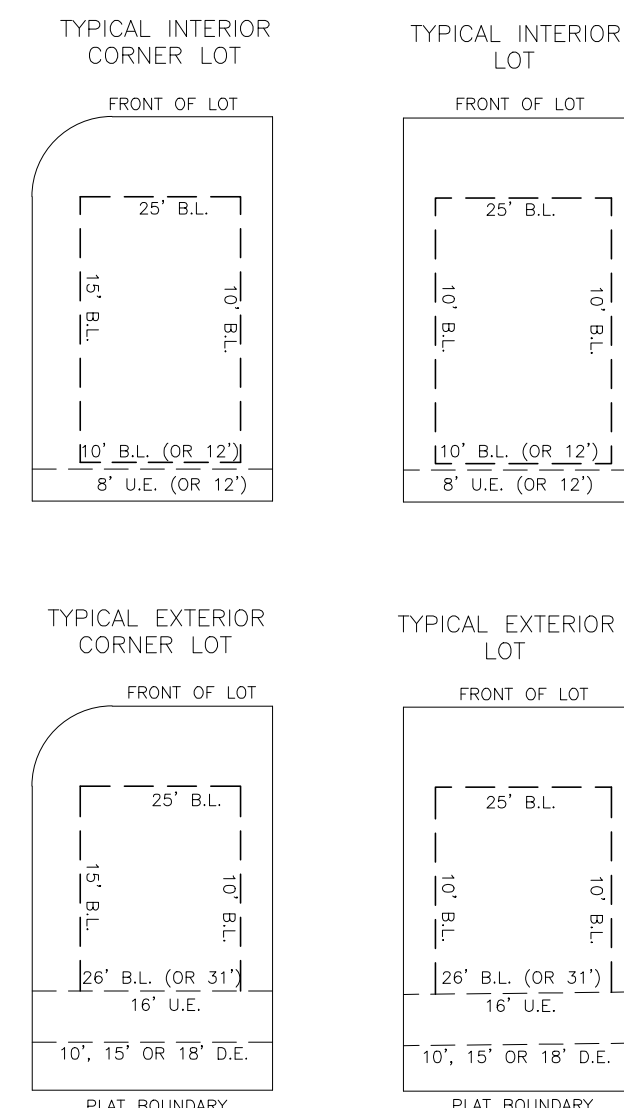
NORTH 02° 50' 43" WEST, A DISTANCE OF 128.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET ON THE SOUTH LINE OF SAID 0.993 ACRE TRACT, BEING THE NORTH LINE OF SAID 16.72 ACRE TRACT, FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87° 03' 19" EAST, WITH THE SOUTH LINE OF SAID 0.993 ACRE TRACT, BEING THE NORTH LINE OF SAID 16.72 ACRE TRACT, A DISTANCE OF 44.72 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 0.993 ACRE TRACT, FOR AN INTERIOR CORNER OF SAID 16.72 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02° 54' 47" WEST, WITH THE EAST LINE OF SAID 0.993 ACRE TRACT, BEING THE WEST LINE OF SAID 16.72 ACRE TRACT, A DISTANCE OF 207.82 FEET TO THE POINT OF BEGINNING, CONTAINING 7.393 ACRES OF LAND.



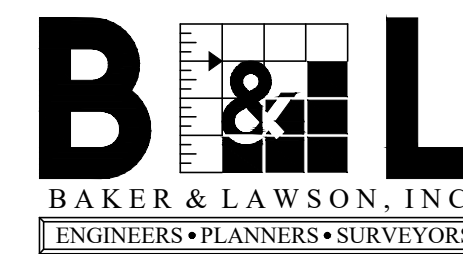
VICINITY MAP



REVISED:

**PRELIMINARY REPLAT
ANGLETON PARK PLACE
SUBDIVISION SECTION 1
A 7.393 ACRE, 29-LOT, 4 BLOCK,
2 RESERVE SUBDIVISION**

OUT OF LOT 10, DIVISION 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, VOL. 26, PG. 10 B.C.D.R. LOCATED IN THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134
CITY OF ANGLETON
BRAZORIA COUNTY, TEXAS



4005 Technology Drive, Suite 1530
Angleton, TX 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

OWNERS:
MIKE MORGAN
1915 N 288B
FREEPORT, TEXAS 77541

PROJECT NO.: 14320	SCALE: 1" = 60'	DRAWN BY: BT
DRAWING NO.: 14320 PLAT	DATE: 06/28/2022	CHECKED BY: DRR

Land uses along the SH288B corridor from the railroad bridge to CR 220 is a mixed bag ranging from industrial uses to a taco stand and include self-storage, a liquor store and at least one bar. The Future Land Use Map (Attachment 3) designates most of the corridor for light industrial use with some commercial use at Phillips Road and recreational use at the old City pool location. Current zoning (Attachment 4) is Light Industrial (LI) along most of the corridor. Almost all non-residential uses are permitted within the LI district which accounts for the wide mix of uses.

The question for the Council to determine and decide upon is whether the proposed plan is consistent with the City's adopted vision and are appropriate at that location. Denial of one or more of the proposed land uses may result in the developer choosing to withdraw the annexation petition and seek to develop the property without connection to City water and sewer service. If that is the case, the property would only be subject to the requirements of Chapter 23 Land Development Code and not the requirements of Chapter 28 Zoning.

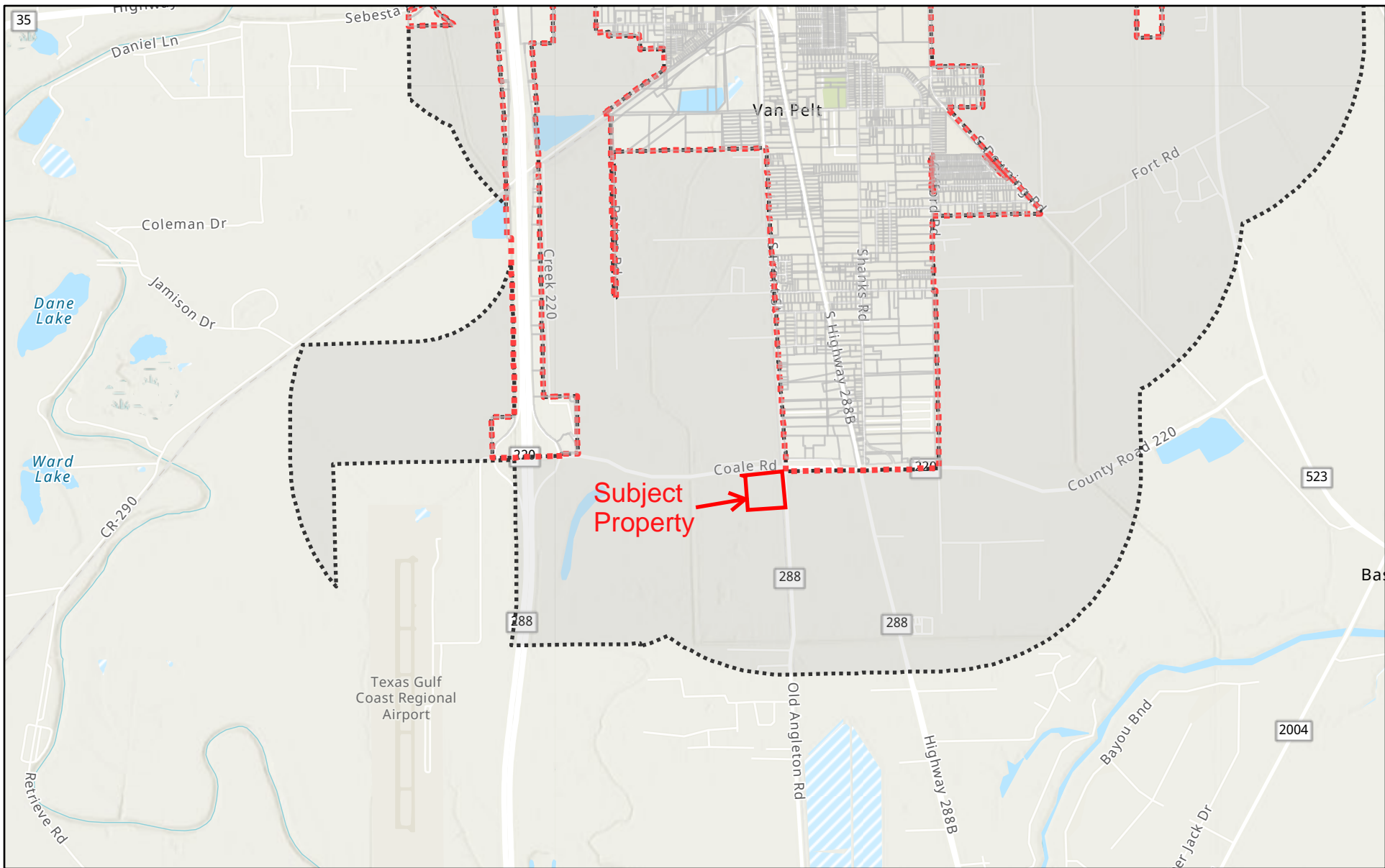
RECOMMENDATION:

Staff recommends that the limits its approval to vesting for the proposed land uses only.

SUGGESTED MOTION:

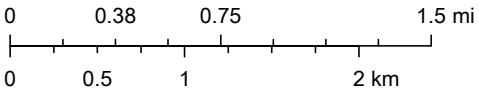
I move we approve the following land uses only {list land uses} for vesting purposes and none of the other site details shown on the plan.

Location Map



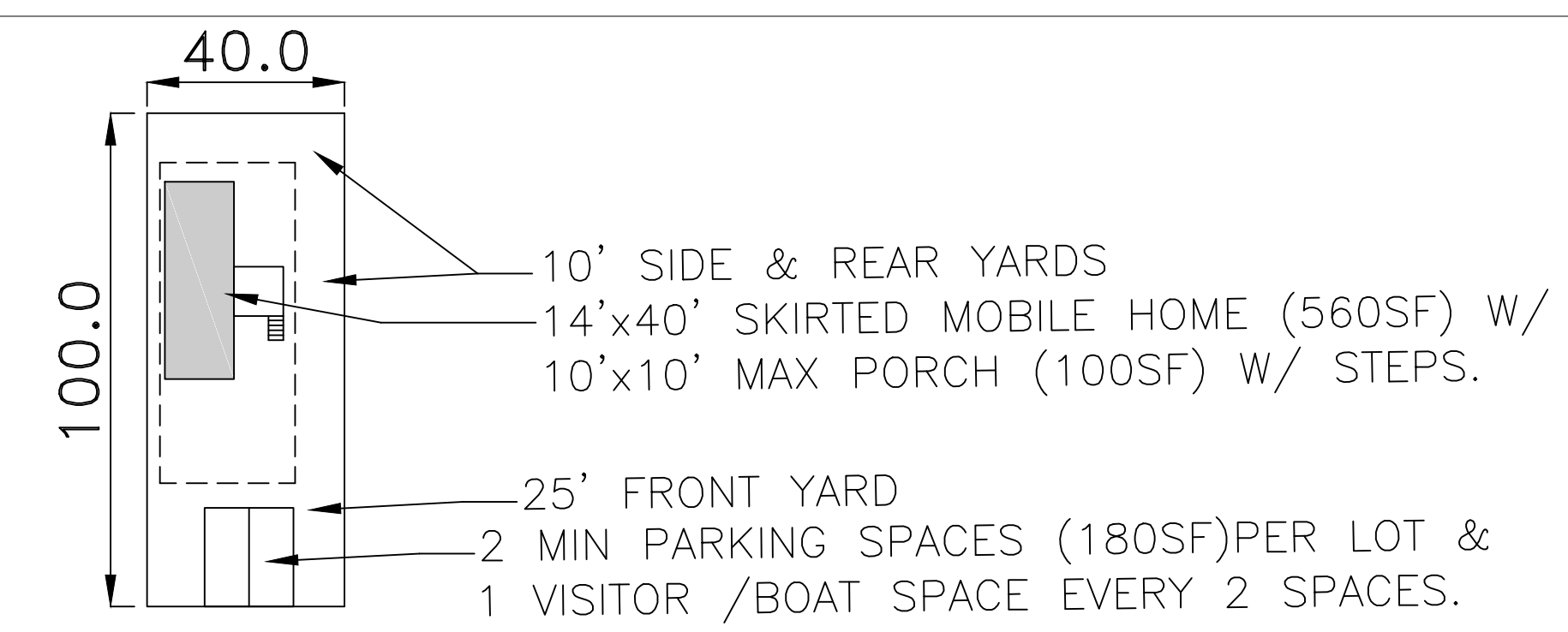
7/1/2022

1:49,594



Esri, NASA, NGA, USGS, FEMA, Texas Parks & Wildlife, CONANP, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/N

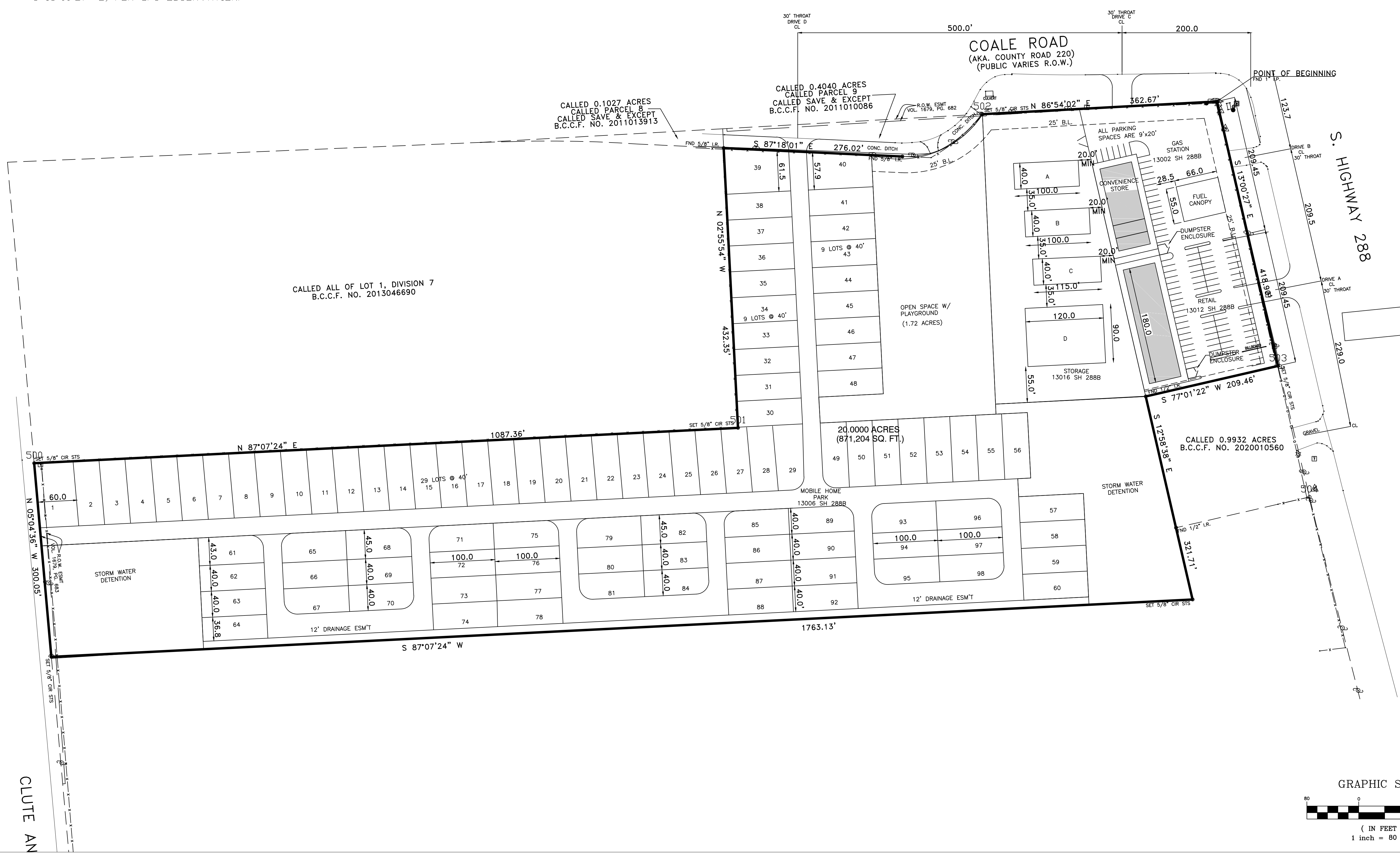
SUMMARY OF LAND USES		No.	Date	Revisions	Item 15.
LAND USE	AREA (ACRES)				RAS
STORM WATER	2.22 ACRES				
COMMERCIAL RETAIL	4.04 ACRES				
MOBILE HOME PARK	12.02 ACRES				
OPEN SPACE	1.72 ACRES				



MAX LOT COVERAGE=930 S.F.
MAX LOT COVERAGE=23.3%

TYP MODULAR HOME SPACE

BASIS OF BEARING IS THE WEST ROW LINE OF STATE HIGHWAY 288 BEING S 13°00'27" E, PER GPS OBSERVATION.



SITE PLAN ANGLETON

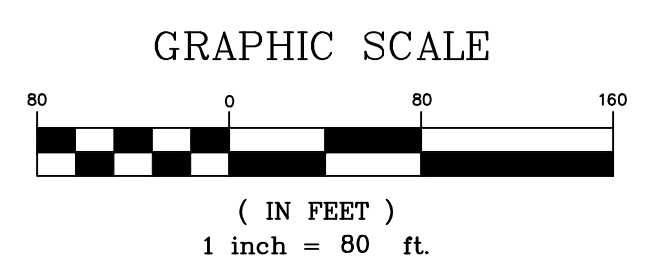
ENGINEERING BY:
QUEST ENGINEERING
304 North Main Street #1
Conroe, Texas 77301
Phone: (713) 252-3729
rsaikowski@consolidated.net
© Ronald A Saikowski PE LEED AP 2022
TEXAS REGISTRATION NO. FOR ENGINEERING FIRM IS F-10574



I, RON A. SAIKOWSKI, P.E., AUTHORIZED THE PLACEMENT OF THIS SEAL ON THIS DRAWING FOR THE PURPOSE OF ISSUING THIS DOCUMENT AS SPECIFIED BELOW

<input type="checkbox"/>	Not For Construction
<input type="checkbox"/>	For Background Use Only
<input checked="" type="checkbox"/>	Preliminary
<input checked="" type="checkbox"/>	For Concept Approval
<input checked="" type="checkbox"/>	Preliminary Bid Set
<input checked="" type="checkbox"/>	For Preliminary Approval
<input checked="" type="checkbox"/>	Check Set
<input checked="" type="checkbox"/>	Permit
<input checked="" type="checkbox"/>	For Final Approval
<input checked="" type="checkbox"/>	For Construction

NOTE:
CONSTRUCTION SHALL NOT PROCEED UNTIL CONTRACTOR HAS OBTAINED ALL PERMITS AND INCORPORATED COMMENTS FROM TEXAS ACCESSIBILITY STANDARDS REVIEW AND PERMITTING ENTITIES IN WORK.



SHEET NO.
C-1.0

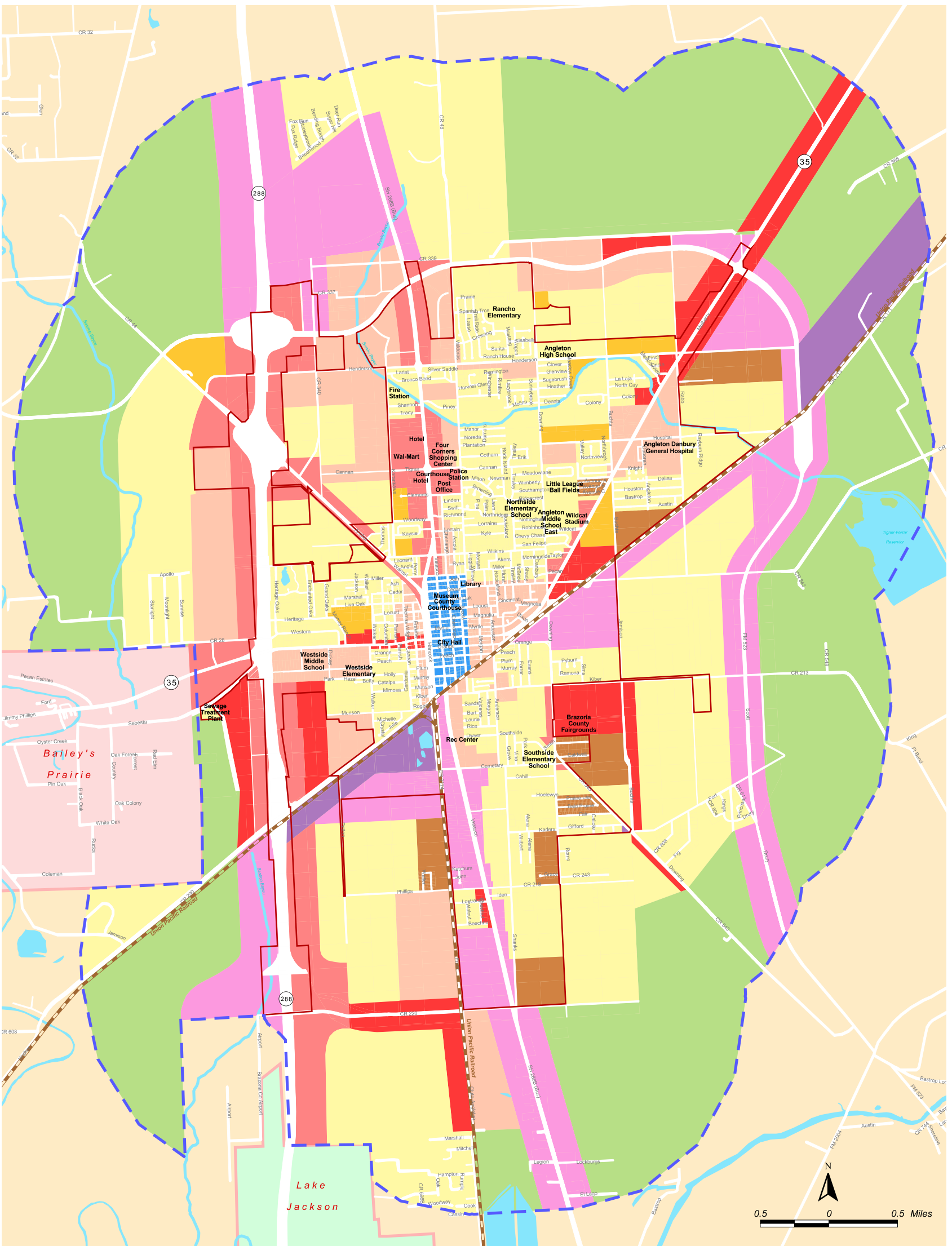













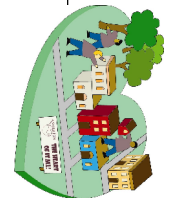


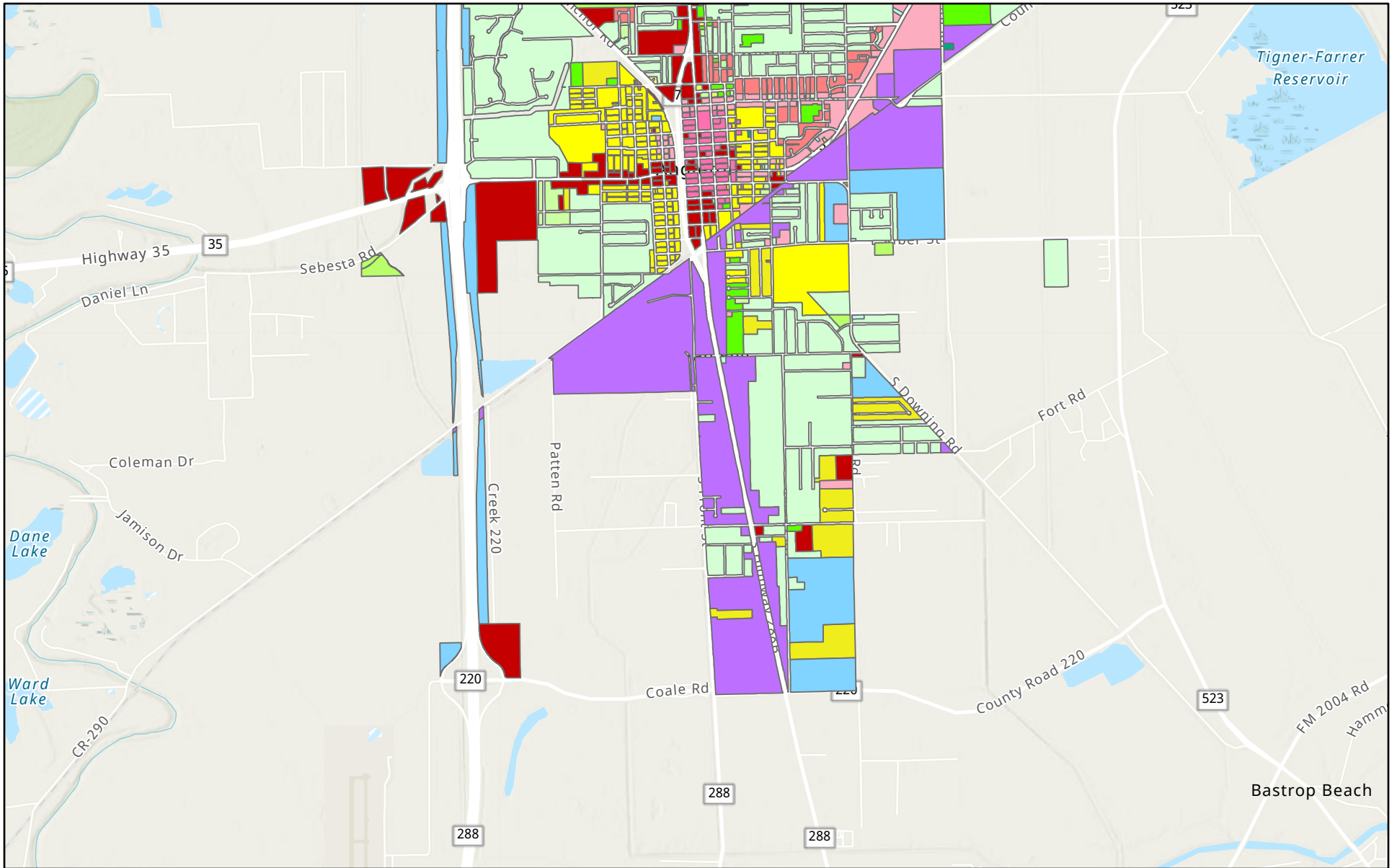
Figure 3.2
Future Land Use Plan

- | | |
|--|---|
|  Agricultural |  Industrial/Commercial |
|  Single Family Residential |  Industrial |
|  Multi-Family Residential |  Downtown |
|  Manufactured Housing |  Right Of Way |
|  Office/Retail/Multi-Family Residential |  Angleton Study Area |
|  Office/Retail |  Angleton City Limits |
|  Commercial | |

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

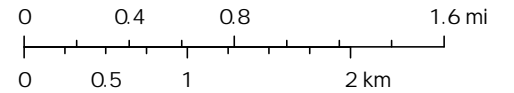


Zoning



7/1/2022

1:53,024



Esri, NASA, NGA, USGS, FEMA, Texas Parks & Wildlife, CONANP, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METIAN



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/26/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on combining ABLC and the Parks and Recreation Board including roles and responsibilities.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

On June 28, 2022, City Council discussed redundancies in staff work as well as redundancies in ABLC and Parks and Recreation agenda items. City Council gave staff direction to assess ways the boards could be restructured to eliminate redundancies and improve efficiency. Randle Law Office will present ABLC and the Parks and Recreation board restructuring options for continued discussion.

RECOMMENDATION:

Staff recommends City Council discuss ABLC and the Parks and Recreation board restructuring options including roles and responsibilities.

ORDINANCE NO. 2472

AN ORDINANCE AUTHORIZING THE CREATION OF THE ANGLETON BETTER LIVING CORPORATION AS AN INSTRUMENTALITY OF THE CITY OF ANGLETON, TEXAS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; APPROVING THE FORM OF THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE CORPORATION; PROVIDING FOR THE INDEMNIFICATION OF BOARD MEMBERS, OFFICERS, CITY OFFICIALS, AND EMPLOYEES CONNECTED WITH THE BOARD; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Development Corporation Act of 1979, Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended (the "Act"), authorizes cities to create development corporations to act on their behalf in the promotion and financing of projects so as to promote the public welfare; and

WHEREAS, the City of Angleton, Texas (the "City") has held an election and is now authorized to create a corporation under the Act that is governed by Section 4B of the Act, and the City Council intends hereby to approve the Articles of Incorporation and Bylaws and the creation of the Angleton Better Living Corporation, (the "Corporation"), but limited to provisions for payment of the costs of land, buildings, equipment, facilities, improvements and maintenance and operation costs for community centers, parks, recreational facilities and drainage improvements in flood prone areas in the City limits, which are beyond the responsibility of the Angleton Drainage District.

WHEREAS, the City Council has determined to authorize and approve the incorporation of the corporation as its constituted authority and instrumentality to act on its behalf in accomplishing the public purposes described in the Act, in the Articles of Incorporation, and in Article III, Section 52-a, of the Texas Constitution.

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

SECTION 1: That the incorporation of the Corporation is hereby authorized and approved as a development corporation under the provisions of the Act, with the same to be governed by Section 4B thereof.

SECTION 2: That the Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved; the initial directors named therein are hereby appointed as directors of the Corporation for the terms therein stated; and the incorporators are authorized to file the same with the Secretary of state as provided by the Act.

SECTION 3: That the Bylaws of the Corporation, in the form attached hereto, are hereby

approved, and the same shall be adopted by the board of directors of the Corporation prior to the commencement of its business.

SECTION 4: That, upon dissolution of the corporation, the City hereby agrees to and shall accept title to any and all real, personal, or other property owned by the Corporation at such time, subject to all rights of third parties that may than exist.

SECTION 5: Indemnification of Directors, Officers and Employees

- (A) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (B) The corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each officer and employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. The attorney for the Corporation is authorized to provide a defense for members of the Board, officers and employees of the Corporation, and hire such attorneys and experts as needed for the defense.
- (C) If any member of the Board, its officers, officials or employees of the board or City, whether elected or appointed, is sued or made a defendant in a lawsuit in any court or forum for any reason arising out of the good faith performance of the duties of such official or employee or within the scope and course of his service or employment for the board or City, and unless legal defense is otherwise provided by insurance coverage, the corporation and the City shall indemnify to the extent permitted by law, and provide the public official or employee of the Board or City with such legal defense, together with expenses incident thereto.
- (D) If damages are recovered by the party bringing the suit in the nature outlined in Subsections (a), (b) and (c) of this section, and if such recovery stems from the performance of duties which is imposed upon such public official by law or by order of the city council, or the board, or the member, officer, official or employee becomes personally liable for the payment of damages because of the good faith performance of his official duties or duties within the course and scope of his service or employment, the City Council shall authorize the payment of such damages on behalf of such public official or public employee from either the Corporation or the city treasury, provided such action on the part of the city council is authorized under the constitution and laws of the state. This section shall not apply to action for damages which are covered by insurance coverage of the employee, the city, the board, board member or public official.

SECTION 6: That the City Council has found and determined that the meeting at which this

ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Law, Chapter 551, of the Texas Government Code, Tex. Rev. Civ. Stat. Ann., as amended.

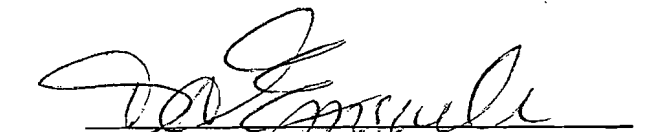
SECTION 7: If any section or part of this Ordinance is held unconstitutional, illegal, or invalid, then such unconstitutionality, illegality, or invalidity of such section or part shall in no way affect, impair, or invalidate the remaining portion hereof, and such remaining portion shall remain in full force and effect.

SECTION 8: This Ordinance shall be effective from and after its passage and adoption.

PASSED AND ADOPTED on this the ¹⁵ day of ^{August} ~~July~~, 2000.


GERALD ROBERTS, MAYOR

ATTEST:


DAVID EMSWILER, CITY SECRETARY

APPROVED AS TO FORM:

KEITH VAUGHAN, CITY ATTORNEY

ARTICLES OF INCORPORATION
OF
ANGLETON BETTER LIVING CORPORATION

We, the undersigned natural persons, each of whom is at least 18 years of age and is a qualified elector of the City of Angleton, Texas (the "City"), acting as incorporators of a public instrumentality and non-profit development corporation (the "Corporation") under the Development Corporation Act of 1979, as amended, Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended (The "Act"), with the approval of the City Council (the "City Council") of the City, do hereby adopt the following Articles of Incorporation for the Corporation.

ARTICLE ONE

The name of the Corporation is ANGLETON BETTER LIVING CORPORATION.

ARTICLE TWO

The corporation is a non-profit development corporation under the Act and is governed by Section 4B of the Act.

ARTICLE THREE

Subject to the provisions of Article Eleven of these Articles, the period of duration of the Corporation is perpetual.

ARTICLE FOUR

- (A) The purpose of the Corporation is to promote community centers, recreation, parks and drainage improvements within the City and the State of Texas as provided by the electorate in order to promote the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act and as defined in Section 4B of the Act.
- (B) In the fulfillment of its corporate purpose, the Corporation shall have the power to provide financing to pay the costs of projects through the issuance or execution of bonds, to be repaid through the collection of sales and use tax, and to acquire, maintain, lease and sell property, and interests therein, all to be done and accomplished on behalf of the City and for its benefit and to accomplish its public and governmental purposes as its duly constituted authority and public instrumentality pursuant to the Act and under, and within the meaning of, the

- Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.
- (C) In the fulfillment of its corporate purpose the Corporation shall have and may exercise the powers described in paragraph (b) of this Article, together with all of the other powers granted to corporations that are incorporated under the Act and that are governed by Section 4B thereof, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended, Article 1396-1.01, et seq., Vernon's Ann. Civ. St., as amended.
- (D) The Corporation is a corporation having the purposes and powers permitted by the Act pursuant to the authority granted in Article III, Section 52-a of the Texas Constitution, but the corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax (except for the power to receive and use the sale and use taxes specified in Section 4B of the Act) and the police power. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.
- (E) Obligations of the Corporation shall be deemed not to constitute a debt of the State of Texas, of the City, or of any other political corporation, subdivision, or agency of the State of Texas or a pledge of the faith and credit of any of them. Obligations of the Corporation, including, but not limited to, obligations payable to the city, shall be payable from revenues received from the sources authorized by Section 4B of the Act and any other source available to the Corporation from time to time.

ARTICLE FIVE

The Corporation has no members and is a non-stock corporation.

ARTICLE SIX

These Articles of Incorporation may be amended in either one of the methods prescribed in this Article.

- (a) Pursuant to the powers of the City contained in Section 17(b) of the Act, the City Council, by resolution, may amend these Articles of Incorporation by filing amendments hereto with the Secretary of State as provided by the Act.
- (b) The board of directors of the Corporation may file a written application with the

City Council requesting approval of proposed amendments to these Articles of Incorporation, specifying in such application the proposed amendments. If the City Council, by appropriate resolution, finds and determines that it is advisable that the proposed amendments be made, authorizes the same to be made, and approves the form of the proposed amendments, the board of directors of the Corporation may proceed to amend these Articles of Incorporation in the manner provided by the Act.

- (c) The board of directors of the Corporation shall not have any power to amend these Articles of Incorporation except in accordance with the procedures established in paragraph (b) of this Article.

ARTICLE SEVEN

The street address of the initial registered office of the Corporation is the City Hall, 121 South Velasco, Angleton, Texas 77515, and the name of its initial registered agent at such address is City Secretary, David Emswiler.

ARTICLE EIGHT

The affairs of the Corporation shall be managed by a board of directors which shall be composed of seven (7) persons appointed by the City Council, who are residents of the City. Two (2) members of the board of directors shall be members of the City Council (the "Councilmember Class") and five (5) members shall be persons who are not members of the City council and who are not employees of the City (The Citizenmember Class"). The names and street addresses of the persons who are to serve as the initial directors of the respective classes and the dates of expiration of their initial terms as directors, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TERM EXPIRATION</u>	<u>CLASS OF DIRECTOR</u>
Gerald Roberts	33 Colony Square Angleton, TX 77515	July, 2001	Councilmember
Larry Buehler	244 Lasso Angleton, TX 77515	July, 2002	Councilmember
Jay Brockman	33 N. Eric Drive Angleton, TX 77515	July, 2001	Citizenmember
Roy Gardner	7 Sunnybrook Angleton, TX 77515	July, 2002	Citizenmember
Chris Peltier	704 Heritage Oaks	July, 2002	Citizenmember

	Angleton, TX 77515		
Charlyn Rogers	18 Harvest Glen Angleton, TX 77515	July, 2002	Citizenmember
John Wood	7 Cay Court Angleton, TX 77515	July, 2001	Citizenmember

Each director shall hold office for the term for which the director is appointed unless sooner removed or resigned. Each director, including the initial directors, shall be eligible for reappointment. Directors are removable by the City Council at will and must be appointed for a term of two (2) years after their initial term. If a director of the Councilmember Class shall cease to be a member of the City Council, such event shall constitute an automatic resignation as a director. Any vacancy occurring on the board of directors through death, resignation or otherwise, shall be appointed by the City Council to hold office until the expiration of the vacating member's term.

ARTICLE NINE

The name and street address of each incorporator are:

<u>NAME</u>	<u>ADDRESS</u>
GERALD ROBERTS MAYOR	33 COLONY SQUARE ANGLETON, TX 77515
LARRY BUEHLER COUNCIL MEMBER	244 LASSO ANGLETON, TX 77515
CHRIS PELTIER CITIZEN MEMBER	704 HERITAGE OAKS ANGLETON, TX 77515

ARTICLE TEN

- (A) The initial bylaws of the Corporation shall be in the form and substance approved by the City Council in its ordinance approving these Articles of Incorporation. Such bylaws shall be adopted by the Corporation's board of directors and shall, together with these Articles of Incorporation, govern the internal affairs of the Corporation until and unless amended in accordance with this Article.
- (B) Neither the initial bylaws nor any subsequently effective bylaws of the corporation may be amended without the consent and approval of the City council. The board of directors of the Corporation shall make application to the

City council for the approval of any proposed amendments, but the same shall not become effective until or unless the same shall be approved by resolution adopted by the City Council.

ARTICLE ELEVEN

- (A) The City Council may, in its sole discretion, and at any time, alter or change the structure, organization, programs or activities of the Corporation, and it may terminate or dissolve the Corporation, subject to the provisions of paragraphs (b) and (c) of this Article.
- (B) The Corporation shall not be dissolved, and its business shall not be terminated, by act of the City Council or otherwise, so long as the Corporation shall be obligated to pay any bonds, notes, or other obligations and unless the collection of the sales and use tax authorized by Section 4B of the Act is eligible for termination in accordance with the provisions of Section 4B(I) of the Act.
- (C) No action shall be taken pursuant to paragraphs (a) and (b) of this Article or pursuant to paragraph (b) of Article Twelve of these Articles, in any manner or at any time that would impair any contract, lease, right, or other obligation theretofore executed, granted, or incurred by the Corporation.

ARTICLE TWELVE

- (A) No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors or officers, of any individual, private firm, or private corporation or association.
- (B) If, after the close of any fiscal year, the board of directors shall determine that sufficient provision has been made for the full payment of all current expenses, together with all amounts payable on the obligations of the Corporation, and that all of the terms, provisions, and covenants therein have been met, then any net earnings derived from sources other than the sales and use taxes collected for the account of the Corporation pursuant to Section 4B of the Act, and lease payments received in connection with projects financed pursuant to Section 4B of the Act shall be used solely for the purposes permitted by Section 4B of the Act.
- (C) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of all debts, claims of the Corporation.

- (D) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

ARTICLE THIRTEEN

INDEMNITY OF DIRECTORS, OFFICERS AND EMPLOYEES

- (A) As provided in the Act and in these Articles of Incorporation, the corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (B) The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each officer and employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. The City Attorney shall serve as attorney for the Corporation. The attorney for the Corporation is authorized to provide a defense for members of the Board, officers and employees of the Corporation, and hire such attorneys and experts as needed for the defense.
- (C) If any member of the Board, its officers, officials or employees of the Board or the City, whether elected or appointed, is sued or made a defendant in a lawsuit in any court or forum for any reason arising out of the good faith performance of the duties of such official or employee or within the scope and course of his service or employment for the Board or the City, and unless legal defense is otherwise provided by insurance coverage, the City shall indemnify to the extent permitted by law, and provide the public official or employee of the City with such legal defense, together with expenses incident thereto.
- (D) If damages are recovered by the party bringing the suit in the nature outlined in Subsection (a), (b) and (c) of this section, and if such recovery stems from the performance of duties which is imposed upon such public official by law or by order of the City Council, or the Board, or the employee becomes personally liable for the payment of damages because of the good faith performance of his official duties or duties within the course and scope of his employment, the City Council shall authorize the payment of such damages on behalf of such public official or public employee from the city treasury, provided such action on the part of the City Council is authorized under the constitution and laws of the state.

This section shall not apply to action for damages which are covered by insurance coverage of the employee, the City, the Board, board member or public official.

ARTICLE FOURTEEN

The City has specifically authorized the Corporation by ordinance to act on its behalf to further the public purposes stated in said ordinance and in these Articles of Incorporation, and the City has by said ordinance approved these Articles of Incorporation. A copy of said ordinance is on file among the permanent records of the City and the Corporation.

Gerald Roberts
GERALD ROBERTS, MAYOR

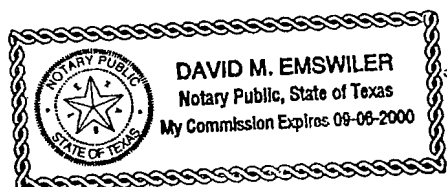
Larry Buehler
LARRY BUEHLER, Councilmember

Chris Peltier
CHRIS PELTIER, Citizenmember

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

15th ~~July~~ ^{of August} I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this day of ~~July~~, 2000, personally appeared before me Gerald Roberts, Larry Buehler, Chris Peltier, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true and correct.



David M. Emswiler
Notary Public in and for the State of Texas

BYLAWS OF
ANGLETON BETTER LIVING CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. PURPOSE. The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of Angleton, Texas (the “City”) as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon’s Ann. Civ. St., as amended, (The “Act”), and other applicable laws.

Section 2. POWER. In the fulfillment of its corporate purpose, the Corporation shall be governed by Section 4B of the Act, and shall have all the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II

BOARD OF DIRECTORS

Section 1. POWERS, NUMBER AND TERM OF OFFICE.

(A) The property and affairs of the Corporation shall be managed and controlled by a board of Directors (the “Board”) and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(B) The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council (the “City Council”) of the City. Each director shall occupy a place (individually, the “Place” and collectively, the “Places”) as designated herein. Places 1-2 are designated for Council member directors and Places 3-7 are designated for Citizen member directors.

(C) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Articles of Incorporation.

(D) Any director may be removed from office by the City Council at will.

(E) If a director fails to maintain the qualifications of a director as set forth in Article Eight of The Articles of Incorporation or shall be absent from three consecutive regularly scheduled meetings without valid excuse, the City Council must, at its next regular

meeting, declare a vacancy and appoint a new director pursuant to Article Eight of the Articles of Incorporation.

Section 2. OPEN MEETINGS ACT. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act; Chapter 551, Tex. Govt. Code. The Directors shall hold their regular meetings at the principal office of the Corporation (121 S. Velasco, Angleton, Texas).

Section 3. QUORUM. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 4. CONDUCT OF BUSINESS.

- (A) At the meetings of the Board, matters pertaining to the business of the corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.
- (B) At all meetings of the Board, the chairman of the board shall preside.
- (C) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 5. COMMITTEES OF THE BOARD. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meeting and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 6. COMPENSATION OF DIRECTORS. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors as budgeted.

ARTICLE III

OFFICERS

Section 1. TITLES AND TERM OF OFFICE.

- (E) The officers of the Corporation shall be a chairman of the board of directors, a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be two (2) years with the right of an officer to be reelected. One of the two Council members shall be the chairman of the Board, the chairman will preside at board meetings.

- (E) All officers shall be subject to removal from office at any time by a vote of a majority of the City Council.

- (F) A vacancy in the office of any officer shall be filled by a vote of a majority of the City Council.

Section 2. POWERS AND DUTIES OF THE PRESIDENT. The president shall be the chief operating executive officer of the Corporation, and, subject to the paramount authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation. The City Administrator of the City of Angleton shall be president, but shall be a non-voting member.

Section 3. VICE PRESIDENT. The vice president shall be elected by a majority vote of the Board of Directors on an annual basis. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. TREASURER. The treasurer shall be the Financial Officer of the City, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. All checks for collection or issuance by the Corporation shall be signed by the Mayor and City Administrator, acting as members on behalf of the Corporation. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his duties in such form and amount as the Board or the City Council may require. The Treasurer does not have voting powers. The Director of Finance of the City shall be the treasurer.

Section 5. SECRETARY. The secretary shall keep the minutes of all meetings of the board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in

general perform all duties incident to the office of secretary subject to the control of the Board. The Secretary does not have voting powers. The City Secretary shall be the secretary.

Section 6. Any assistant treasurer and any assistant secretary may, at the option of the Board, be employees of the City and the legal counsel shall be the City Attorney for the City and he shall designate any other attorney needed by the Corporation.

Section 7. COMPENSATION. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties as officers as budgeted.

ARTICLE IV

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. ANGLETON BETTER LIVING CORPORATION PLAN.

- (A) It shall be the duty and obligation of the Board, in coordination with the necessary contracting parties to finance the Angleton Better Living Corporation Plan which is to be adopted by the Angleton Better Living Corporation subject to approval or disapproval by City Council.
- (B) In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the act, including, but not limited to Section 4B thereof.
- (C) The Board shall submit written monthly reports to the City Council as to the status of its activities in carrying out its obligations under this Section.
- (D) Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

Section 2. ANNUAL CORPORATE BUDGET. Prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 5 of this article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council.

Section 3. BOOKS, RECORDS, AUDITS.

- (A) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

- (B) At the direction of the City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.
- (C) The Corporation, or the city if the option described in subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm elected by the City Council. The summary of said audit shall be published in a local newspaper.

Section 4. DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

- (A) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments (“Obligations”) issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.
- (B) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City by the Financial Officer of the City. The Board shall use the depositories of the City, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its president and the Mayor of the City. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City.

Section 5. EXPENDITURES OF CORPORATE MONEY. The sales and use taxes collected pursuant to Section 4B of the Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for payment of the costs of land, buildings, equipment, facilities, improvements and maintenance and operation costs for community centers, public park purposes, recreational facilities and for drainage improvements in flood prone areas in the city limits, which are beyond the responsibilities of the Angleton Drainage District subject to the following limitations:

- (1) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more “Projects,” as defined in Section 4B of the act, but only to the extent such purpose has been approved by the voters at an election held in accordance with Section 4B of the Act. Appendix A provides a list of prohibited uses of half-cent sales tax proceeds;
- (2) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article or in contracts meeting the requirements of Section 1(d) of this Article;
- (3) Public hearing requirements for additional projects: Notice of a public hearing by the Corporation to consider funding or a proposed project shall be given by publication in the official paper of the City of Angleton once a week for three (3) consecutive weeks. Such notice shall state the time, place and nature of such public hearing and shall not be held earlier than (15) days from

the date of the first publication of said notice. When two public hearings are required on a project pursuant to (5) below, the Notice shall state the time, place and nature of both public hearings.

- (4) The Corporation is required to have one (1) public hearing on all projects with estimated costs of \$500,000 or less;
- (5) The Corporation is required to have (2) two public hearings on all projects with estimated costs of over \$500,000;
- (6) The principal, interest and maturity dates of bonds issued for projects approved by the Corporation must be reported to the Citizens of Angleton once a year.

Section 6. ISSUANCE OF OBLIGATIONS. No Obligations, including refunding Obligations, shall be delivered by the Corporation unless the City Council shall have approved the issuance and sale of such Obligations.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. PRINCIPAL OFFICE.

- (A) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.
- (B) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act.

Section 2. FISCAL YEAR. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. SEAL. The seal of the Corporation shall be determined by the Board.

Section 4. RESIGNATIONS. Any directors or officers may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified; at the time of its receipt by the president or secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL. To the extent that these bylaws refer to any approval by the City or refer to advice and consent by

the Council such advice and consent shall be evidenced by a resolution, order or motion duly adopted by the City Council.

Section 6. SERVICES OF CITY STAFF AND OFFICERS. Subject to the paramount authority of the City Administrator under the Charter of the City, the Corporation shall have the right to utilize the services and the staff and employees of the City, provided (1) that the Corporation shall pay reasonable compensation to the City for such services, and (2) the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 7. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

(A) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(B) The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. The attorney for the Corporation is authorized to

provide a defense for members of the Board, officers and employees of the Corporation, and hire such attorneys and experts as needed for the defense.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. EFFECTIVE DATE. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the City Council; and
- (2) the adoption of these Bylaws by the Board.

Section 2. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

The Articles of Incorporation of the corporation and these bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act.

APPENDIX A PROHIBITED USES OF PROCEEDS

- (A) Meals or entertaining to attract new or expanded business enterprises.
- (B) Salaries for administration of these 4B Sales tax funds.
- (C) Any purpose not set forth in the proposition approved by the voters of the City of Angleton on May 6, 2000.

ARTICLE II. PARK AND RECREATION BOARD¹

Sec. 17-16. Appointment of park and recreation board; composition; qualifications of members.

The city council shall appoint a city park and recreation board, consisting of seven members, who shall be residents of the city, owning real property within the city and who shall not be employees of the city. In addition to the seven members, the city council shall also appoint one youth member (minimum of 16 years of age), who shall be a resident of the city, who shall be an active high school student in good standing, and who shall not be an employee of the city.

(Code 1965, § 15-11; Ord. No. 20210309-007 , § 2, 3-9-21)

Sec. 17-17. Term of office.

Of the seven members, three members shall be appointed in each even-numbered year and four members shall be appointed in each odd-numbered year, within 30 days after each regular city election to serve terms of two years each. The additional youth member must be of eligible age at time of appointment to the board position, and the youth member shall serve a term of one year commencing and ending on the first day of May.

(Code 1965, § 15-12; Ord. No. 20210309-007 , § 3, 3-9-21)

Sec. 17-18. Absences; filling vacancies.

Active participation on the parks and recreation board is required. Any member who is absent from three consecutive meetings of the board without valid excuse, as determined by the board, shall automatically be dismissed from membership. The board shall at once notify the city council that a vacancy in the board exists. Vacancies occurring in the board, for whatever reason, shall be filled within 30 days by appointment by the city council for the remainder of the unexpired term.

(Code 1965, § 15-13)

Sec. 17-19. Rules of procedure; quorum; open meetings; records.

The park and recreation board shall elect annually one of its members, that is not the youth member, as chair and shall establish its own rules of procedure. A quorum shall consist of a majority of the members of the board and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. The chair shall be entitled to vote upon any question. The youth member position shall not be a voting position, but rather a position to offer input and opinion as a youth representation for the city. Regular meetings shall be held not less than bimonthly in June, August, October, December, February, and April. Such meetings shall be open

¹Cross reference(s)—Administration, ch. 2; board, committees, commissions, § 2-66 et seq.; parks and recreation department, § 2-153 et seq.

to the public and a record of all proceedings shall be kept. The record shall be filed with the city secretary and shall be a public record.

(Code 1965, § 15-14; Ord. No. 20210309-007 , § 4, 3-9-21)

Sec. 17-20. Powers and duties.

The park and recreation board shall have the power and shall be required to:

- (1) Draft and recommend to the city council, policies for use of the city's parks and recreational facilities;
- (2) Submit annually to the city administrator, not less than 90 days prior to the beginning of the budget year, a list of recommendations for capital improvements. This capital projects budget should include immediate and long-range capital improvements such as park acquisition, development of new and present park sites and procurement and installation plans for playground equipment, as well as possible recreation programs. Such list shall be arranged in order of priority;
- (3) Review any proposed acquisition of land, buildings or other properties and construction or capital improvements or facilities, or any grant or devise of real estate or personal property for use as a park, playground or other recreational purpose, and recommend appropriate action to the city council; and
- (4) Perform such duties and be vested with such other powers as the city council shall from time to time authorize.

(Code 1965, § 15-15)

Sec. 17-21. Liaison with city council.

The city council shall appoint a representative to attend the meetings of the park and recreation board and serve as liaison between the board and the city council.

(Code 1965, § 15-16)

Secs. 17-22—17-35. Reserved.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/26/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on a financial plan revolved around half cent sales tax subsidy for park, Angleton Recreation Center and recreation division operational costs.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

On June 6, 2022, Angleton Better Living Corporation requested City Council develop a financial plan to eliminate half cent sales tax subsidy for parks and recreation operational costs so revenue could be used for future park, recreation, and drainage projects.

In fiscal year 2021-2022, the half-cent sales tax subsidized 40% of the park personnel amounting to \$338,301 and 64% of Angleton Recreation Center and Recreation Divisions amounting to \$820,505.

On June 6, 2022, ABLC approved a park personnel subsidy of 30% amounting to \$275,727, Angleton Recreation Center subsidy of about 54% amounting to \$461,723, and recreation division subsidy of about 89% amounting to \$372,703 for fiscal year 2022-2023.

ABLC half cent sales tax revenue for fiscal year 2022-2023 is estimated to be \$1,844,985 minimally.

RECOMMENDATION:

Staff recommends City Council discuss a financial plan revolved around half cent sales tax subsidy for park, Angleton Recreation Center and recreation division operational costs.



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Walter E. Reeves jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on the approval and execution of the development agreement for the Live Oak Ranch Subdivision

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

The proposed Live Oak Ranch Subdivision consists of an approximate 20 acres located on the east side Angleton Boulevard at Dallas and Bastrop Streets. The proposed subdivision will consist of 65 single family lots in the Single Family Residential 6.3 (SF-6.3) zoning district. There is no Public Improvement District proposed with this subdivision and construction plans for the public improvements are currently under review. At the time of preparation of this agenda summary Exhibit "D" Perimeter Fences was not yet ready for inclusion in the agreement.

RECOMMENDATION:

Staff recommends approval of the Live Oak Ranch development agreement.

SUGGESTED MOTION

I move we approve the Live Oak Ranch development agreement.

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS AND
ANGLETON LIVE OAK RANCH, LLC.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Angleton Live Oak Ranch, LLC, a Texas Limited Liability Company (“Developer”).

WHEREAS Developer is the owner of certain Property containing approximately 20.00 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit “A”** attached and incorporated herein by reference (the “Property”); and

WHEREAS Developer plans to develop the Property into a residential subdivision to be known as Live Oak Ranch Subdivision, which subdivision will consist of sixty-five (65) lots (the “Project”) as depicted on the Preliminary Plat of the Live Oak Ranch Subdivision attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Plat”); and

WHEREAS the Property is zoned SF-6.3 district; and

WHEREAS, the Developer, and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code,

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and Developer agree as follows:

Definitions

The terms “Agreement”, “City”, “Developer”, “Live Oak Ranch”, “Project” shall have the meanings provided in the recitals above, however “Property” is further defined as a residential subdivision which will consist of sixty-five lots developed on 20.00 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, and LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future

amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

HOA means the homeowners association(s) for the homes within the Property.

Utility Improvements means all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project.

Effective Date means the date of mutual execution by all necessary parties on this Agreement.

ARTICLE I **Covenants**

Section 1.01 **Permitted Uses.** The Project shall be limited to the development of single-family dwellings.

Section 1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat.

Section 1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45 SF-6.3, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

Section 1.05 **Fees-in-Lieu.** The Developer agrees to pay City fees in lieu of dedication of park acres in the amount of Thirty-Seven Thousand Three Hundred Seventy-Five and 00/100 (\$37,375.00). The fee is calculated at the rate of sixty-five (65) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all sixty-five (65) residential lots prior to the recording of the final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

Section 1.06 **CAF Fees.** Developer agrees to pay CAF fees in the amount of One Hundred Nineteen Thousand Three Hundred Forty and 65/100 Dollars (\$119,340.65) prior to recording of the final plat of the Project, as set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"** and shall be paid to the City as set forth therein.

Section 1.07 **Perimeter Fencing.** Developer agrees perimeter fencing will be installed by the home builder as depicted in **Exhibit "D"** attached hereto. Perimeter fencing shall be installed along the property lines of all lots. All fencing for each proposed lot shall be installed prior to the occupancy of any residence. All perimeter fencing will be wood and be approximately 6 feet tall. All perimeter fencing as identified in **Exhibit "D"** shall be maintained by the HOA.

Section 1.08 **Conduit.** . Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

Section 1.09 **Streetlights.** Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.10 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

Section 1.11 **Homeowner's Association.** Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event Owner's Association becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this agreement and shall have all authority granted to the Association by virtue of this document and related Property Owner's Association Bylaws including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

A. Maintenance of such open spaces shall be the responsibility of the subdivider or the homeowners' association.

b. The articles of the HOA shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements that are calculated by the city engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. Further, the articles shall provide that the board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that board of directors file with the city annual reports of maintenance and that the board of directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the board or the city, and that the treasurer of the property owners associations shall be required to post a surety bond in an amount not less than 200 percent of all the monies on deposit with the HOA for maintenance.

Section 1.12 **Notification.** The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

Section 1.13 **Design Standards for Public Improvements.** The Developer shall provide streets, drainage, utilities, parks and recreational facilities according to the Development Plan at Developer's sole cost. All facilities shall comply with the City's design criteria set forth in the Development Ordinances for such streets, paving, drainage, water, wastewater and park improvements; and, shall be subject to the approval of the City Engineer, Planning Commission and City Council as provided in the Development Ordinance.

Section 1.14 **Angleton Boulevard Improvement.** The Developer agrees to build and fund the missing section of street on the east side of Angleton Boulevard adjacent to the Live Oak Ranch

development starting from approximately halfway between Bastrop Street and Houston Street and continuing North to the northern property line of the subject property. The boundary of this improvement is depicted in **Schedule "E"** attached hereto.

ARTICLE II
PROVISIONS FOR DESIGNATED MORTGAGEE

Section 2.01 **Notice to Designated Mortgagee.** Pursuant to Article IV., any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 2.02 **Right of Designated Mortgagee to Cure Default.** Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 2.03 and Article II.

Section 2.03 **Designated Mortgagee.** At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 5.05 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a full and final release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and the Developer gives notice of such release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Tract, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Tract and marketing it for sale and is not actively involved in the development of the Tract, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the property shall be in accordance with this Agreement.

If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the

Tract, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE III **PROVISIONS FOR DEVELOPER**

Section 3.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 3.02 Developer's Right to Continue Development. The City and the Developer hereby agree that, subject to Section 5.04 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, which such consent shall not be unreasonably delayed, conditioned or withheld.

ARTICLE IV **MATERIAL BREACH, NOTICE AND REMEDIES**

Section 4.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

(a) The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;

3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

5. An attempt by the City to withhold access or connection to City Water and/or Sanitary Sewer systems.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Agreement shall provide the remedies for such default.

Section 4.02 Notice of Developer's Default.

(a) The City shall notify the Developer and any mortgagee of all or any part of the Property designated by Developer to receive such notices (a "Designated Mortgagee") in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.03 Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall exercise good faith to determine (i) whether a failure to comply

with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

Section 4.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE V
ADDITIONAL TERMS

Section 5.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 10 years from the date of execution.

Section 5.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors, and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes

of this Agreement and notice is sent by the Developer to the City. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned or withheld. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

Section 5.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 5.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 5.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City:	City of Angleton Chris Whittaker City Manager 121 S. Velasco Angleton, Texas 77515 Attn: City Secretary
Developer:	Angleton Live Oak Ranch, LLC Attn: Clint Mann 2525 Pebble Lodge Lane Friendswood, Texas 77546 Telephone No.: 832-385-3875 Email: clintamann@yahoo.com

With copy to: Matt Czimskey
czimskey@thetexasfirm.com
220 South Fourth Street
Waco, Texas 76701

Section 5.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 5.07 **INDEMNIFICATION.** DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

Section 5.08 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 5.09 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 5.10 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 5.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 5.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

Section 5.13 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 5.14 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

Section 5.15 The parties expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

Section 5.16 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

Section 5.17 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

Section 5.18 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 5.19 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 5.20 **Effect of State and Federal Laws.** Notwithstanding any other provisions of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 5.21 **Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.

Section 5.22 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 5.23 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Michelle Perez, Interim City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2022,
by Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER
Angleton Live Oak Ranch, LLC
a Limited Liability Company

Member

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2022, by _____, _____ of ANGLETON LIVE OAK RANCH, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"

The Property

All of that certain tract of 20.00 acres of land described by metes and bounds on the Final Plat attached hereto as Exhibit "B".



Memo

Date: Thursday, July 07, 2022

Project: Live Oak Ranch Subdivision -Revised CAF

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer (Live Oak Ranch Development) for a proposed single-family subdivision development, located just west of Angleton Boulevard and north of Bastrop Street in the existing Angleton Estates Subdivision. The proposed development will consist of 65 single-family homes that will provide connection and continuity to the adjacent Angleton Country Estates Subdivision. Based on this information and using the planning criteria for water demand and sewer loading from the master plan, below is the summary of the assumptions, analysis, and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $65 \times 300 = 19,500$ gpd or 13.54 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 23.02$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 28.78$ gpm
- Water Model Run
 - There are two existing water lines located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 6-inch water line at the end of Dallas Street. The second is an 8-inch water line that traverses across the east boundary line of the property. It is assumed that the proposed water line that will service the subdivision will be a minimum 8-inch water line and will connect to the two existing points connection previously described to create a looped system within the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (see Exhibit #2).**
- Wastewater Flows

- Average Daily Flow (ADF): 255 gallons per day per connection, $65 \times 255 = 16,575$ gpd or 11.51 gpm
- Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 46.04$ gpm
- Wastewater Model Run
 - The existing model was run for PWF scenario, which uses a peaking factor of 4.
 - It was assumed that the wastewater for all 65 proposed lots in the subdivision will be discharged at the existing 12-inch wastewater collection system running adjacent to the eastern boundary of the development along an unimproved right-of-way running north and south. This system discharges into Lift Station No. 10 located along Hospital Drive and is approximately 1,900 linear feet east from the intersection of Mulberry Street (SH 35) and Hospital Drive.
 - Lift Station No. 10 then discharges a short run of approximately 93 linear feet of 6-inch force main to a 14-inch wastewater main that runs west along Hospital Drive
 - The flow continues west along Hospital Drive and various easements through the 20-inch gravity sanitary sewer main which increases to a 24-inch gravity sanitary sewer main near east of Plantation Drive and discharges into Lift Station No. 8 near Cothran Drive.
 - The flow is then pumped to the west through an existing 14-inch force main that discharge in a 24-inch gravity sanitary sewer main that runs through an unimproved portion of Karankawa Lane and that discharges into Lift station No. 7 near S. Kaysie Street and just north of Wilkins Street.
 - Lift Station No. 7 then pumps through an 18-inch force main and discharges through a 36-inch gravity main into the Oyster Creek WWTP.

Capacity Acquisition Fee:

Please see Appendix A for the calculations for the Capacity Acquisition Fee.

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
 - Total Capacity of 12-inch Sanitary Sewer set at TCEQ minimum slope is approximately 715 gpm.
 - Percentage utilization of 12-inch sanitary sewer is approximately 6.44% (peak flow)
 - Total Capacity of 14-inch Sanitary Sewer set at TCEQ minimum slope is approximately 965 gpm.

- Percentage utilization of 14-inch sanitary sewer is approximately 4.77% (peak flow)
- Total Capacity of 20-inch Sanitary Sewer set at TCEQ minimum slope is approximately 1,974 gpm.
 - Percentage utilization of 20-inch sanitary sewer is approximately 2.33% (peak flow)
- Total Capacity of 24-inch Sanitary Sewer set at TCEQ minimum slope is approximately 2,871 gpm.
 - Percentage utilization of 24-inch sanitary sewer is approximately 1.60% (peak flow)
- Total Capacity of 36-inch Sanitary Sewer set at TCEQ minimum slope is approximately 6,348 gpm.
 - Percentage utilization of 36-inch sanitary sewer is approximately 0.73% (peak flow)
- Total Firm Capacity (assumed) of LS No. 10 is 265 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 10 pumping capacity and 6" force main is 17.37% (peak flow)
- Total Firm Capacity (assumed) of LS No. 8 is 1440 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 8 pumping capacity and 14" force main is 3.20% (peak flow)
- Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main is 1.93% (peak flow)
- Fee for sewer service is \$1,299.31 per ESU based on the projected sewer flow.

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,836.01. The total fee for the projected 65 homes for the Live Oak Ranch Subdivision is approximately \$119,340.65.

ATTACHMENTS

- Appendix A – Capacity Acquisition Fee Calculations; Proposed Cost Per Connection
- Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)
- Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)
- Exhibit 3 – Wastewater System Map (20 Acre Subdivision - Live Oak Ranch Development; Sanitary Sewer Trace)

APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,296	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,035,835	3,672,000	\$84.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 200 gpd)
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.34
Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)								\$0.94
² Total Estimated Cost Per Water Connection								\$536.70

Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 39,060,000	1980	3237	\$ 10,331,526	1	\$ 10,331,526	3,600,000	\$ 731.82

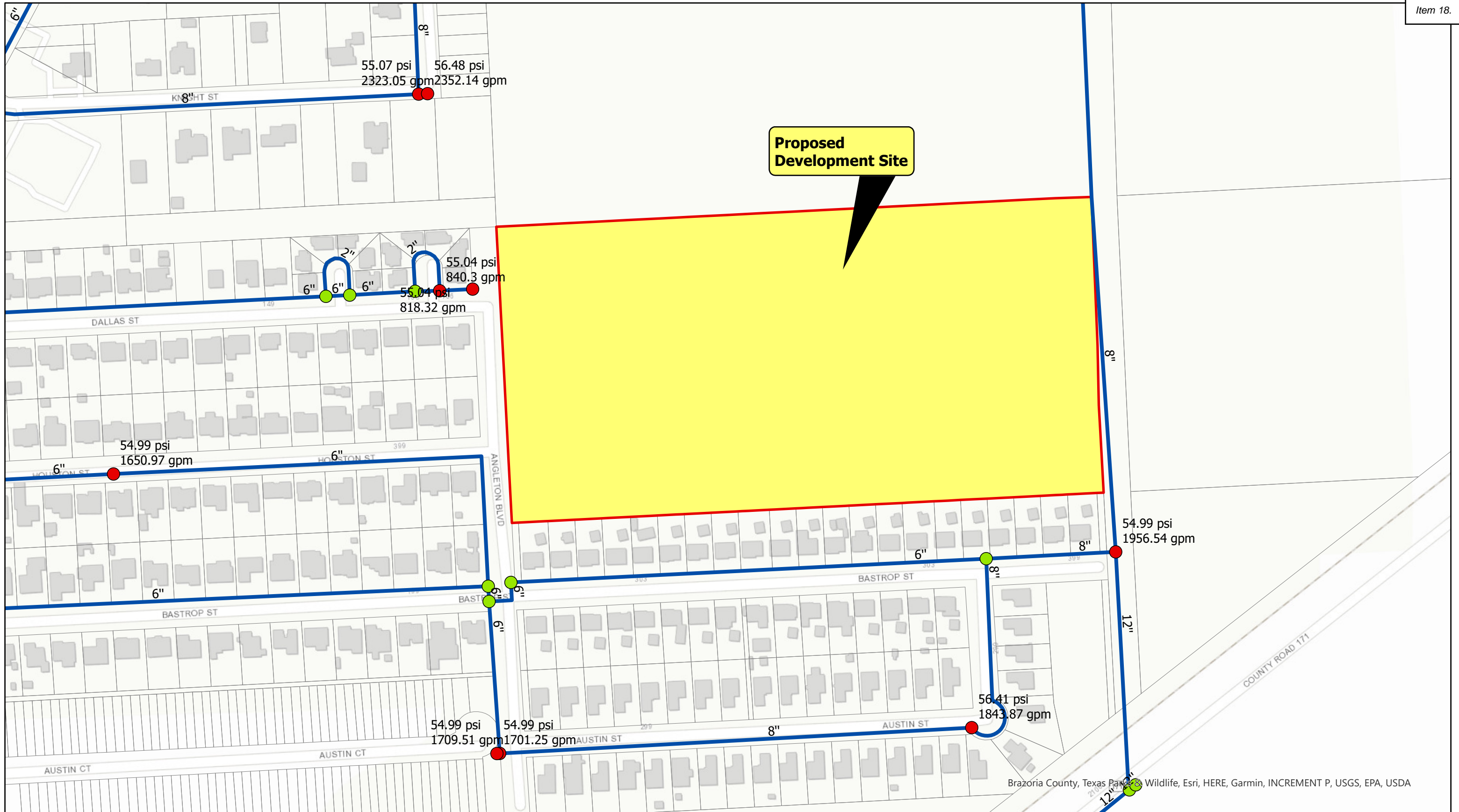
Wastewater Infrastructure

Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)	
Gravity Sewer									
12" Main (1,650 feet)	\$ 173,250	1980	3237	\$ 45,825	6.44%	\$ 2,951	65	\$ 45.41	
14" Main (3,340 feet)	\$ 384,100	1970	1381	\$ 43,344	4.77%	\$ 2,069		\$ 31.83	
20" Main (4,190 feet)	\$ 1,010,753	1970	1381	\$ 114,059	2.33%	\$ 2,660		\$ 40.93	
24" Main (5,860 feet)	\$ 1,616,715	1970	1381	\$ 182,439	1.60%	\$ 2,926		\$ 45.01	
36" Main (390 feet)	\$ 165,750	1970	1381	\$ 18,704	0.73%	\$ 136		\$ 2.09	
Total Gravity Sewer						\$ 7,655			\$ 165.27
Force Main									
6" Force Main (95 feet)	\$ 5,700	1970	1381	\$ 643	17.37%	\$ 112		\$ 1.72	
14" Force Main (3,410 feet)	\$ 341,000	1980	3237	\$ 90,196	3.20%	\$ 2,884		\$ 44.37	
18" Force Main (12,300 feet)	\$ 1,845,000	1970	1381	\$ 208,199	1.93%	\$ 4,028		\$ 61.96	
Total Force Main						\$ 2,884		\$ 108.05	
Lift Station									
No. 10	\$ 500,000	1970	1381	\$ 56,423	17.37%	\$ 9,803	\$ 150.82		
No. 8	\$ 805,000	1980	3237	\$ 212,926	3.20%	\$ 6,808	\$ 104.74		
No. 7	\$ 1,150,000	1970	1381	\$ 129,772	1.93%	\$ 2,510	\$ 38.62		
Total Lift Station						\$ 9,318		\$ 294.18	
Total Wastewater Infrastructure						\$ 19,858		\$ 567.49	
Total Estimated Cost Per Wastewater Connection								\$1,299.31	
Total Estimated Cost Per Connection (water & wastewater)								\$1,836.01	
Total Estimated Cost for the Subdivision (65 units)								\$119,340.65	

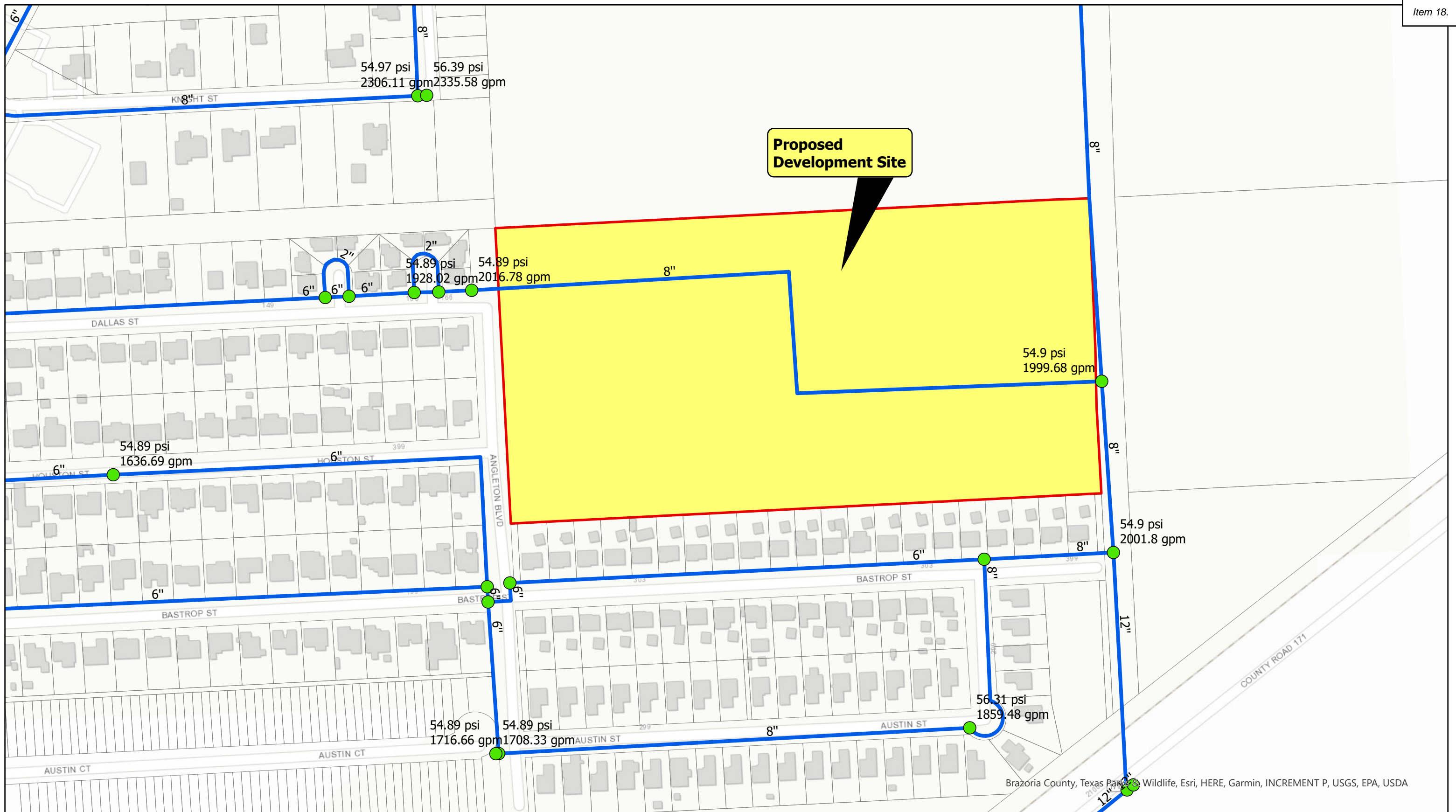
¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

² The cost shown is the adopted flat fee per ESU for water service.

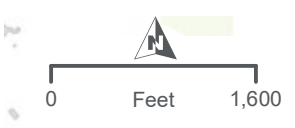
³ The cost shown is taken by dividing the current construction cost estimate by the July 2021 ENR Value of 12238.



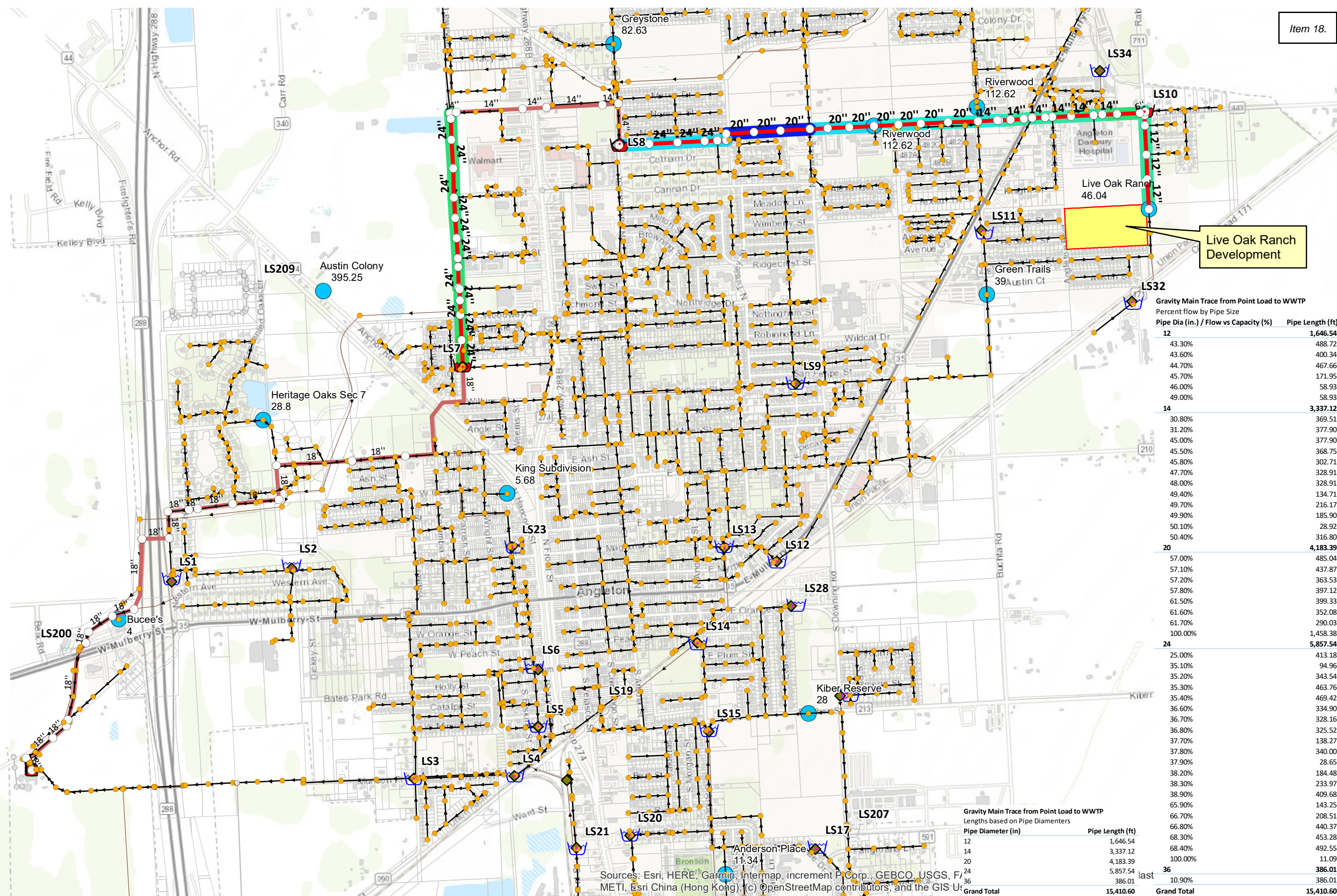
City of Angleton, Texas - Water System Modeling
 Live Oak Ranch Development July 2022
 Existing System Model - System Pressure and Available Fire Flow



City of Angleton, Texas - Water System Modeling
 Live Oak Ranch Development July 2022
 Post Development System Model - System Pressure and Available Fire Flow



- Legend**
- Manhole TYPE**
- Active
 - Trace
 - Inactive
- Wetwell TYPE**
- Active
 - Trace
 - Inactive
- Gravity Main TYPE**
- Active
 - Trace
 - Inactive
- Forcemain TYPE**
- Active
 - Trace
 - Inactive
- Point Loading**
- Point Loading
- Gravity Main Trace Depth over Diameter**
- 0.11% - 0.2%
 - 0.21% - 0.3%
 - 0.31% - 0.4%
 - 0.41% - 0.5%
 - 0.51% - 0.6%
 - 0.61% - 0.7%
 - 0.71% - 0.8%
 - 0.81% - 0.9%
 - 0.91% - 1%
 - 1.01% - 1.1%
 - Proposed Development
 - Parcels



Live Oak Ranch Development

Gravity Main Trace from Point Load to WWTP

Percent flow by Pipe Size

Pipe Dia (in.) / Flow vs Capacity (%)	Pipe Length (ft)
12	1,646.54
43.30%	488.72
43.60%	400.34
44.70%	467.66
45.70%	171.95
46.00%	58.93
49.00%	58.93
14	3,337.12
30.80%	369.51
31.20%	377.90
45.00%	377.90
45.50%	368.75
45.80%	302.71
47.70%	328.91
48.00%	328.91
49.40%	134.71
49.70%	216.17
49.90%	185.90
50.10%	28.92
50.40%	316.80
20	4,183.39
57.00%	485.04
57.10%	437.87
57.20%	363.53
57.80%	397.12
61.50%	399.33
61.60%	352.08
61.70%	290.03
100.00%	1,458.38
24	5,857.54
25.00%	413.18
35.10%	94.96
35.20%	343.54
35.30%	463.76
35.40%	469.42
36.60%	334.90
36.70%	328.16
36.80%	325.52
37.70%	138.27
37.80%	340.00
37.90%	28.65
38.20%	184.48
38.30%	233.97
38.90%	409.68
65.90%	143.25
66.70%	208.51
66.80%	440.37
68.30%	453.28
68.40%	492.55
100.00%	11.09
36	386.01
10.90%	386.01
Grand Total	15,410.60
Grand Total	15,410.60

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, F/24 METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

EXHIBIT "D"
Perimeter Fences
(See Attached)



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Street Bond Project - Package #1

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$1,660,385

FUNDS REQUESTED: \$23,000

FUND: N/A

EXECUTIVE SUMMARY:

HTI was the low bidder for the Street Bond Project Package #1 with a low bid of 1,660,385.00. HTI beat the second low bidder by \$453,840. Bids were open on April 12, 2022 and awarded on April 19, 2022. HTI is proceeding along with the project according to the proposed plan set. However due to the current volatility in the construction market, HTI has received documentation from two concrete suppliers that the price they previously received for this project is increasing by \$10 per cubic yard effective July 1 & 15, 2022 (See attachment). The projected increase to contractor cost due to this is approximately \$23,000. Please note that the suppliers stated that there may be another major increase in prices later in the summer. This increase will still be over \$400,000 below the second place bidder.

Also attached to this agenda item is a letter from the lime supplier stating there is a cost increase (See attachment). The contractor stated that they will handle this increase for now but will have to request a price adjustment if the prices continue to escalate as they believe it will.

RECOMMENDATION: Council discuss the current volatility and inflation currently being seen everywhere and consider possible increase to the construction contract.



TOTAL LIME, LLC

PO BOX 841144
PEARLAND, TX 77584
(832) 203- 8050

Item 19.

June 13, 2022

Dear Valued Customer,

As you are aware, we are all facing unusual inflation through the course of 2022. While Total Lime, has taken strong measures to alleviate cost increases through its operations, those measures are not sufficient to keep pace in the current inflationary environment.

In particular, Total Lime is highly exposed to energy markets that, in some cases, have resulted in cost increases of 200-400% as compared to 2021. This is in addition to significant cost increases in subcontracting services, maintenance, inbound logistics, and several other input factors.

Therefore, effective immediately, Total Lime is implementing price increases of up to 45%. We understand this is a challenging circumstance for all parties involved and are committed to working with you in a spirit of cooperation.

Thank you once again for your ongoing support and understanding in these unprecedented times. We look forward to continuing to deliver the expected value to our customers.

Regards,

Total Lime, LLC



July 18, 2022

**Re: Change Order Request No.1:
2021 Street Bond Project- Package 1: Ridgecrest St & Robinhood Ln**

Mr. Joe Moore,

Please see below the Change Order No.1 Request for the above-mentioned project.

Change Order No.1 Request: Ready Mix Extreme Material Inflation- Both our vendors Allied Concrete & Gulf Coast Concrete has increased the price of ready mix \$10.00 per cubic yard from the original quote given in beginning of April 2022. We estimate approx. 2,300 Cy of ready mix will be used for 2021 Street Bond Project. $2,300 \text{ Cy} \times \$10.00 = \text{Total } \$23,000.00$

Reason: Please see attached letter increase from both Allied Concrete & Gulf Coast Ready Mix.

Please contact me with any questions or concerns. Thank you!

Respectfully,

Thomas Gutierrez
Vice President
HTI Construction, Inc.
832-600-7632



**GULF COAST
CONCRETE AND SHELL INC.**

“AN AMERICAN FOUNDATION”

Dear Customer,

Regretfully, I must send this Email to serve as a notice of the price increases that **Gulf Coast Concrete & Shell, Inc.** will put into effect **7-1- 2022**.

This increase is directly related to the shortage and continuous escalation in the cost of cement and other aggregate materials.

We are announcing the following price increases for products at our Manvel and Freeport locations:

Manvel:

<u>Product</u>	<u>Price Increase</u>
Gravel Mix:	\$10 per yard
Limestone Mix:	\$10 per yard

Freeport:

<u>Product</u>	<u>Price Increase</u>
Limestone Mix:	\$12 per yard

Your sales representative will contact you shortly to provide your updated pricing.

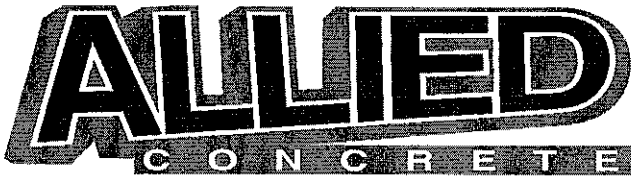
As always, we are grateful for your business and look forward to providing for and servicing your concrete needs in the future.

Thank you.

Faustino Ramirez
CEO

4401 CR 58
Manvel, Texas 77578

Phone: 281-238-8883
Fax: 281-238-8444



To our Loyal Customer,

We would like to take this opportunity to thank you for your continued business with Allied Concrete. These are unprecedented times with extreme inflation on virtually all cost inputs across our industry. Due to these hyper inflationary pressures we must increase ready mix pricing as follows.

Effective July 1st, 2022:

Ready Mix Prices will increase \$10.00 per cubic yard.

Allied Concrete will not hold pricing on ongoing projects that do not have an executed contract. This is due to rapidly increasing raw material costs of cement, stone, gravel, and sand as well as operational and supply chain costs.

Fuel surcharge remains unchanged and will apply on each load as per schedule in effect since Dec 01, 2021 shared previously.

Please contact your sales representative for any clarification or concern.

As always, we truly appreciate the relationship we have shared with you over the years and we look forward to extending that relationship well into the future. Allied Concrete takes great pride in being the industry leader in service and dependability, and we

Thank you for your continued support.

Sincerely,

Brad Bowman
General Manager
(713) 705-8761

Nels Comerford
VP of Sales
(713) 444-2155

Jeff Perkins
President
(540) 777-7602





To our Loyal Customer,

We would like to take this opportunity to thank you for your continued business with Allied Concrete.

At Allied we are committed to provide you highest level of service reliability and meeting your product delivery needs to the best of our abilities.

To continue serving you at the same level, we will be implementing a temporary **Energy Surcharge on a per load basis** as a pass through from our raw material suppliers of, including but not limited to, cement, sand, admixture as well as haulers on account of energy and wage cost increases that they are experiencing.

Effective July 15th 2022:

Energy Surcharge: \$50.00 per load - will apply on every full/ partial load delivered

This is not related to the currently applied fuel surcharge as that reflects increase in our delivery costs. Fuel surcharge remains unchanged and will apply on each load as per schedule in effect since Dec 01, 2021 shared previously.

Please contact your sales representative for any clarification or concern.

As always, we truly appreciate the relationship we have shared with you over the years and we look forward to extending that relationship well into the future. Allied Concrete takes great pride in being the industry leader in service and dependability, and we

Thank you for your continued support.

Sincerely,

Brad Bowman
General Manager
(713) 705-8761

Nels Comerford
VP of Sales
(713) 444-2155

Jeff Perkins
President
(540) 777-7602





AGENDA ITEM SUMMARY FORM

MEETING DATE: July 26, 2022
PREPARED BY: Chris Whittaker
AGENDA CONTENT: CIP Program
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
N/A

FUNDS REQUESTED:
N/A

FUND:N/A

EXECUTIVE SUMMARY:

HDR and City staff compiled a list of major CIP project, updated cost estimates, and listed them in priority. This item is to begin discussion on the amount of identified project and start the process of a CIP program.

RECOMMENDATION: Council discuss the CIP project listed and their priorities.



GOVERNMENT CAPITAL
CORPORATION

July 20, 2022

Lt. Gregory Mitchell
Angleton Police Department
(979) 849-4364
gmitchell@angletonpd.net

Dear Lt. Mitchell,

Thank you for the opportunity to present proposed financing for City of Angleton. I am submitting for your review the following proposed structure:

ISSUER:	City of Angleton, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 329,054.65
ANNUAL TERM:	5 Payments
INTEREST RATE:	5.569%
PAYMENT AMOUNT:	\$ 77,202.24
PAYMENTS BEGINNING:	One year from signing, annually thereafter

The above proposal is subject to audit analysis, assumes Non-Bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400

RESOLUTION NO. 20220726-000**A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF FINANCING "LAW ENFORCEMENT SOFTWARE".**

WHEREAS, contingent upon the approval of the Attorney of City of Angleton (the "Issuer"), the Issuer desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Law Enforcement Software". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF ANGLETON:

SECTION 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Law Enforcement Software".

SECTION 2. That the Finance Contract by and between the City of Angleton and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 3. That the Issuer will designate the City Manager, or his designee, as an authorized signer of the Finance Contract by and between the City of Angleton and GCC.

SECTION 4. That the City will use loan proceeds for reimbursement of expenditures related to the Property.

PASSED AND APPROVED THIS THE 26TH DAY OF JULY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/26/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220712-000 authorizing the City to fund the 25% match for a Hazard Mitigation Grant to fund a generator at the Angleton Recreation Center. (LaMont)

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: \$29,232.78 **FUNDS REQUESTED:** \$29,232.78

FUND: General

EXECUTIVE SUMMARY:

Pursuing a \$116,931.13 Hazard Mitigation Grant for a generator at the Recreation Center including a match commitment from City funds of \$29,232.78.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 2022726-000

A RESOLUTION OF THE CITY OF ANGLETON CITY COUNCIL TO AUTHORIZE FUNDING THE FINANCIAL MATCH TO A HAZARD MITIGATION GRANT TO FUND THE PURCHASE AND INSALLATION OF A 350 KW DIESEL GENERATOR FOR THE ANGLETON RECREATION CENTER.

WHEREAS, ON June 22, 2021, City Council designated the Angleton Recreation Center a Mass Care Shelter after a disaster; and,

WHEREAS, to effectively utilize the Recreation Center as a Mass Care Shelter, electrical power needs to be reliable and our area tends to lose electrical power during and after any disaster; and,

WHEREAS, the cost of an appropriate sized diesel generator exceeds departmental budget, yet is considered mitigation by the Federal Emergency Management Agency; and,

WHEREAS, this project is listed in the City’s approved and adopted Hazard Mitigation Action Plan and is eligible for Federal Grant Funding; and,

WHEREAS, the standard financial match for Hazard Mitigation Grants is twenty-five percent of the total cost of the project and must be identified in the current budget when the project is approved; and,

WHEREAS, the City of Angleton has been competing for a grant funded generator for the Recreation Center since it was built in 2005;

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

Section 1. That the City of Angleton authorizes the use of Hazard Mitigation Grant funds for the Recreation Center Generator Project totaling \$116,931.13 and commits to contributing the match of \$29,232.78 from the General Funds.

Section 2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS THE 26th DAY OF JULY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary