



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Christiene Daniel, Mark Gongora, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, OCTOBER 25, 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.

PUBLIC HEARINGS AND ACTION ITEMS

1. Conduct a public hearing and discussion on a request by Holy Comforter Episcopal Church pursuant to Sec. 28-63, SUP-Specific Use Permits for a Specific Use Permit for a Columbarium Wall in the CBD, Central Business Zoning District at 227 Chenango St./234 S. Arcola St., Angleton, TX.

CEREMONIAL PRESENTATIONS

2. Ceremonial Presentation of October Keep Angleton Beautiful Yard of the Month and Business of the Month.
3. Presentation of Monarch Butterfly Proclamation by the Mayor.

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.

- [4.](#) Discussion and possible action on Resolution No. 20221025-004 extending the disaster declaration signed by the Mayor on March 17, 2020, through December 6, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [5.](#) Discussion and possible action on Resolution No. 20221025-005 authorizing the creation of checking accounts for each of the Kiber Reserve, Greystone, and Riverwood Ranch Public Improvement Districts.
- [6.](#) Discussion and possible on a resolution designating a representative to the Brazoria County Joint Airport Zoning Board.
- [7.](#) Discussion and possible action to approve an Interlocal Agreement between Brazoria County Emergency Service District No. 3 and the City of Angleton.
- [8.](#) Discussion and possible action to approve the minutes of the Angleton City Council meeting of June 14, June 21, and July 09, 2022.
- [9.](#) Discussion and possible action to extend the contract for debris monitoring with TetraTech for an additional 12 months, per the existing contract.
- [10.](#) Discussion and possible action on the 2023 employee holidays-As Amended.
- [11.](#) Discussion and possible action on the 2023 life insurance benefit for employees.
- [12.](#) Discussion and possible action on an interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of tennis courts and authorize the City Manager to execute the agreement.
- [13.](#) Discussion and possible action to approve a contract with KSA, Engineers Inc. for the Lead and Copper Rule and Monitoring Plan - Phase 1.
- [14.](#) Discussion and possible action on an interlocal agreement with Brazoria County for the collection of ad valorem taxes and public improvement district assessments.

REGULAR AGENDA

- [15.](#) Discussion and possible action on the 2023 employee benefits.
- [16.](#) Discussion and possible action on the election of Mayor pro-tem to serve a one-year term.
- [17.](#) Discussion and possible action to approve Resolution 20221025-017 of the City Council of the City of Angleton, Texas, designating a representative and alternate to the Houston-Galveston Area Council 2023 General Assembly.

- [18.](#) Presentations given by E3, Schneider Electric, and Way Service on the Energy Performance Services Request for Qualifications (RFQ) for the City of Angleton Energy Improvements.
- [19.](#) Discussion and possible action to approve one of the top three submissions for the Energy Performance Services RFQ.
- [20.](#) Discussion and possible action on the recommendation of streets to receive overlays as part of the Brazoria County Interlocal Agreement for street construction, maintenance, repair in city limits.
- [21.](#) Discussion and possible action on recommended streets for new solar light installation.
- [22.](#) Discussion and possible action on Ordinance 20221025-022 for a Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding “Columbarium” as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

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:

23. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.
24. Consultation with attorney, pursuant to Section 551.071 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.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, October 21, 2022, by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC
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: 10/25/2022

PREPARED BY: Otis Spriggs

AGENDA CONTENT: Public Hearing on Columbarium for Holy Comforter Episcopal Church

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Conduct Public Hearing pursuant to Sec. 28-63 for Columbarium at Holy Comforter Episcopal Church

RECOMMENDATION:

Hold Public Hearing and receive comments for the Columbarium at the Holy Comforter Episcopal Church

Holy Comforter Episcopal Church, Angleton

COLUMBARIUM
RULES AND REGULATIONS

DESCRIPTION OF TERMS

A-1 Church:

The "Church" and "Holy Comforter" as used herein shall refer to Holy Comforter Episcopal Church of Angleton, Texas, and personnel acting on behalf of the Church.

A-2 Vestry:

"Vestry" shall refer to the Vestry of Holy Comforter Episcopal Church of Angleton, Texas.

A-3 Rector:

"Rector" shall refer to the Rector of the Church, or if there is no Rector, then it shall refer to the clergy person who is the interim Rector or Diocesan designee.

A-4 Wardens:

"Wardens" refers to the Junior Warden and the Senior Warden of the Church.

A-5 Columbarium:

That dedicated part of the Church property containing niches for the inurnment of cremated human remains contained in urns.

A-6 Subscriber:

A subscriber is one who has reserved and acquired permission to use a niche.

A-7 Niche:

One of several rectangular spaces in a permanent specially constructed framework with granite faceplates, each niche having: (1) space for receipt of up to two permanent type of containers, sometimes referred to as urns, in which cremated remains are placed; and (2) a uniform granite faceplate covering the niche opening upon which the identifying inscription is engraved.

A-8 Inurnment:

As used herein, the placement of cremated human remains within a niche in the Columbarium.

A-9 Requestor:

The owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party whom the Vestry may deem appropriate and authorized to make a request for the inurnment of a Subscriber after the death of the Subscriber.

GENERAL SUPERVISION OF THE COLUMBARIUM

B-1 General Planning:

The Columbarium is a part of Holy Comforter Episcopal Church, Angleton, Texas, which operates under the direction of its Rector and Vestry. The Columbarium shall be operated under these Policies and Procedures and such other policies, procedures, rules, and regulations as the Vestry may determine. Changes, amendments, revisions and deletions in such Policies and Procedures (or in the rules and regulations set forth therein) may be made from time to time by the Vestry in its discretion.

B-2. Maintenance and Repairs:

Holy Comforter Episcopal Church shall provide routine maintenance, upkeep and minor repairs to the Columbarium and Columbarium area as part of, and to the same standards as the same services are provided to other church facilities. Major repairs, defined as in excess of \$250, shall be referred to the Vestry for approval and assumed by the Church.

B-3. In-Trust Fund:

A trust account or maintenance account will be established in conjunction with the construction of the Columbarium for perpetual care and maintenance of the Columbarium area/courtyard. The Funds for said fund will be provided by a percentage of the selling price of each niche. The Fund balance shall be determined by the Rector and Vestry of Holy Comforter Episcopal Church in Angleton, Texas.

INURNMENT AND DISINURNMENT

C-1. Subject to Laws:

All inurnment, disinurnment, and/or removal of cremated remains shall be done in compliance with all federal, state and local laws and regulations, and shall also be subject to the Policies and Procedures set forth herein or as the same may be changed or amended from time to time.

C-2. Eligibility:

Inurnment in the Columbarium is available to any present or past member of Holy Comforter Episcopal Church, Angleton, Texas, and to the spouse (including life partners), children (natural born or adopted), stepchildren of such member.

C-3. Arrangement for Inurnment:

The Rector shall have complete responsibility for all religious services of committal. Sufficient and proper notices of intended inurnments shall be given to the Rector and only such religious services as the Rector may conduct or give permission for, may be performed. The inurnment shall be in the manner as directed by the Rector.

C-4. Application for Inurnment:

Requests for inurnment shall be in writing on forms provided by the Church. The Vestry reserves the right to act upon such written requests received from the owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party that the Vestry may deem appropriate and authorized to make such requests ("Requestor"). The Vestry's determination shall be final and shall not be subject to action in any court. No oral request for inurnment shall be honored. If the application is approved, the applicant/Subscriber shall pay the then-existing subscription fee amount set by the Vestry for reservation of niches unless alternative arrangement has been made pursuant to Paragraph C-7 below.

C-5. Holy Comforter Is Not Responsible for Subscriber/Requestor Mistakes:

The Church and the Vestry shall not be held responsible for any mistake occurring from the want of proper and precise instructions as to either the inscription upon or the location of a niche.

C-6. Holy Comforter Is Not Responsible for Permit or for Identity:

Neither the Church, nor any member of the Vestry shall be liable for obtaining any permit for inurnment, nor for the identity of the person whose remains are inurned or sought to be inurned.

C-7. No Inurnment or Engraved Inscription Permitted Without Prepayment of Costs:

Absent special written consent of the Vestry or approval (written or oral) of the Rector, no inurnment shall be permitted in any niche, nor engraved inscription made upon the granite faceplate of any niche for which the Church has not received full payment of any costs then associated with the inurnment of remains in the Columbarium. In the event such written consent from the Vestry or approval by the Rector is sought by a Subscriber or Requestor and given to a Subscriber or Requestor subject to a requirement of payment by a specified date, any and all inurnments in, or inscribed granite faceplates placed upon, the niches shall be deemed temporary and subject to fulfillment of the terms provided in the written consent or Rector approval.

If the Subscriber and Requestor fail to fully comply with the conditions of the written consent or Rector approval, the Vestry may cause the rights of the Subscriber and Requestor to terminate and return to the Requestor the remains placed in any applicable niche. The Vestry and the Church, thereupon, shall be released from any and all obligations to such Subscriber and Requestor, except that the Church shall refund any payments as may have been made toward costs that exceed the amount of such costs actually incurred.

C-8. Time Limitation; Potential Abandonment/Forfeiture of Niche:

If any niches are not used within 25 years of allotment, and if the Subscriber and the Subscriber's family are no longer known and are not located through reasonable efforts, the Vestry will be free to re-allot such niche.

C-9. Niche Capacity:

Each niche is designed to contain up to two average sized urns. Additionally, the standard engraving on the granite faceplates is designed to allow up to two names and related dates. Absent special written consent of the Vestry and written approval of the Rector, no niche may contain more than two urns.

C-10. Inurnment Rights:

Unless the Rector, after the advice and consent of the Senior Warden, or the Junior Warden, gives special written permission, only the remains of up to two persons described in C-2 above, shall be permitted to be inurned in any niche.

C-11. Inurnment Permits:

Any permits for inurnment required by local or state laws must be secured and furnished by the Subscriber, Requestor, Funeral Director, or other person having authority to act on behalf of the person whose remains are to be inurned, prior to inurnment, and at no expense to the Church.

C-12. Containers, Urns, Granite Faceplates:

Inurnments in the niche may be made only in the permanent containers or urns approved by the Vestry for use in the niches in the Columbarium area. If a Requestor or Subscriber desires to use a container or urn that differs from the standard urn(s) provided by Holy Comforter for use in the niches, the Requestor or Subscriber may request approval of such alternative urn or container from the Vestry. So long as the alternative urn or container meets size requirements (12" x 12" x 12"), is constructed of materials that are permanent, and is not of excessive value, such approval shall not be unreasonably withheld. All niche front openings are to be covered with a uniform engraving on the granite faceplate as prescribed by the Vestry.

C-13. Items and Activities Covered by Niche Subscription Fee

Holy Comforter Church will arrange for the opening and closing of niches at the time of inurnment, provide a standard urn (appropriate size, no more than 12" x 12" x 12"), and arrange for the engraving of the granite faceplate. The cost for the above will be assumed by the Church and is included in the niche subscription fee. No credit relating to the cost of the urn will be given if a Subscriber requests the use of a different urn as provided in Paragraph C-12.

C-14. The engraving of the granite faceplate on each niche, shall be completed in conformity with sections G-1, G-2, and G-3 of these Policies and Procedures.

C-15. Removal of Columbarium:

The Church expressly reserves the right at any time, to move the Columbarium within the Church campus from where it is located at present or to another location for any reason at the sole and unfettered discretion of the Vestry. If for any reason, the Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of the Church (which may be the governing authorities of the Episcopal Church in the Diocese of Texas), be removed to and inurned at a location designated for use as a Columbarium or, alternatively, if another site is not feasible for such use, in the Gulf of Mexico beyond the 15-mile coastal limit of the United States of America. In the event of any move or removal, all remains which are inurned in the Columbarium at that time will be removed by the Church at its cost and placed in the alternate site. The Vestry shall exercise reasonable efforts to locate and notify surviving heirs as to any of the events described in this paragraph and offer such surviving heirs the opportunity to remove the urns within three (3) years.

C-16. Niche available for Rector without subscription fee:

The Rector and former Rectors of Holy Comforter Episcopal Church may reserve a niche for themselves and their spouse (including life partner), children (natural or adopted), and/or stepchildren) without payment of the subscription fee. The extension of this benefit to Assistant or Associate Rectors shall be in the sole discretion of the Vestry.

C-17. Change of ownership of subscription thru legal process:

In the event ownership of a niche is established by due process of the law in a party other than the subscriber of record pursuant to a court order requiring recognition of such other party as the owner, the Church and the Vestry may recognize such other person or persons to be the successor(s) in use, subject to eligibility in clause C-2. In such event, no liability or claim may be asserted by reason thereof against Holy Comforter Episcopal Church of Angleton, its Rector, Wardens and Vestry of said Church, or any agent or representative of the Church.

C-18. Buy Back:

In the event the niche becomes the property of someone who does not qualify (acquiring it under any legal process), not qualifying under clause C-2, the niche may (not required) be purchased back from the legal, yet unqualified, party for the original price of the niche(s), at the discretion of the Rector and the Vestry.

DISINURNMENT AND REMOVAL

D-1. Removal Prohibited:

Removal of cremated remains is prohibited unless approved by the Vestry. In the event the Vestry approves removal, the owner of inurnment rights is responsible for removal and restoration costs. Only the Rector or Church designated person may physically remove a granite faceplate to accommodate removal of an urn.

D-2. Exchange of Niche Location:

Subject to the prior written approval of the Vestry, cremated remains and the niche granite faceplate may be removed from its original niche to a different niche in the Columbarium, when there has been an exchange or purchase made for that purpose. If the move is requested by the subscriber, the subscriber will pay the cost of removal and inurnment.

TRANSFERS AND ASSIGNMENTS

E-1. Consent of Vestry:

No transfer or assignment of inurnment rights in any niche shall be valid without the consent in writing of the Vestry and the Rector first endorsed upon such transfer or assignment and the surrender of any existing Holy Comforter Episcopal Niche Reservation Agreement relating to the inurnment rights to such niche.

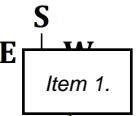
E-2. Indebtedness:

No transfer or assignment shall be recognized as long as there is any indebtedness due the Church from the record niche user.

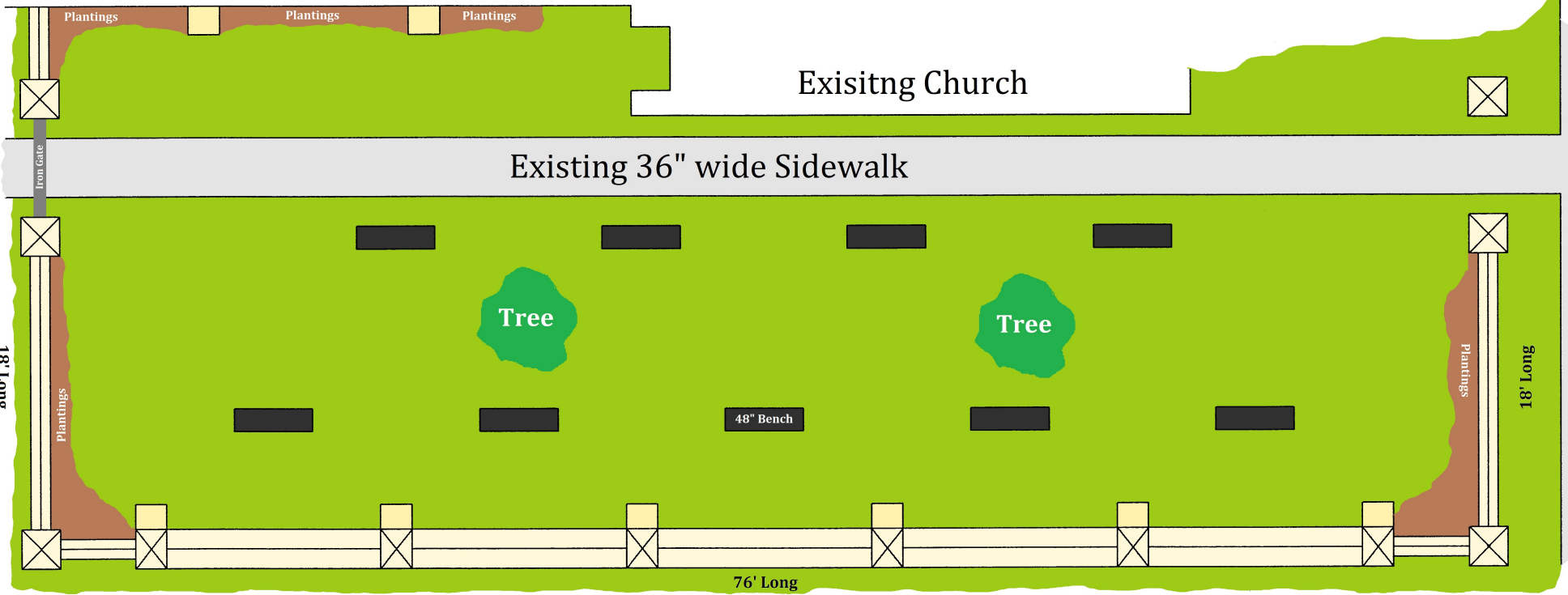
E-3. Transfer Charge:

Holy Comforter 200 Single, 400 Double Interment Columbarium and Reflection Park

Existing Church



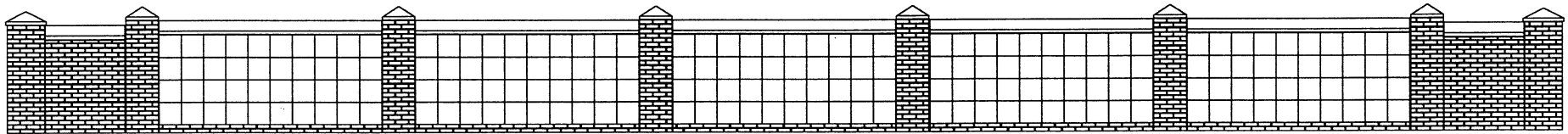
Existing Covered Walkway



Existing Sidewalk

Attachment 1: Concept Layout

Existing Alley Driveway



Interior View (South looking North) view of Columbarium Wall



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

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

AGENDA CONTENT: Ceremonial Presentation of October 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 David and Lori Saunders at 716 Prairie Lane and Business of the Month to El Patio at 100 W Magnolia Street.

RECOMMENDATION:

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

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

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Angleton has played a leadership role by establishing Monarch Waystations at Liberty Garden, Dickey Park, and Peach Street Detention; and

WHEREAS, every citizen of Angleton can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of Angleton who have already joined me in creating healthy habitat for these magnificent butterflies, I am honored to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.

NOW, THEREFORE, I, Jason Perez, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim the month of October as:

"MONARCH BUTTERFLY MONTH"

PROCLAIMED this 25th day of October 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20221025-004 extending the disaster declaration signed by the Mayor on March 17, 2020, through December 6, 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 due to the Governor continuing extension of the State’s declaration and it being linked to the Federal grant money, we refer to as ARPA.

RESOLUTION NO. 20221025-004

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 DECEMBER 6, 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 December 6, 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.

PASSED AND APPROVED THIS THE 25th DAY OF OCTOBER 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on a resolution authorizing the Finance Director to open checking accounts for the 3 active Public Improvement Districts

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The assessments for three active Public Improvement Districts (PIDs), Kiber Reserve, Greystone, and Riverwood Ranch, have been included on the tax bills that were sent by the Brazoria County Tax Assessor / Collector. When the assessments are paid, we will need to segregate the funds. Therefore, we are asking the City Council to authorize the creation of three new checking accounts, one for each PID.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution with the title of the “authorized bank form” to be left blank and added to the resolution once the form has been received from First State Bank.

RESOLUTION NO. 20221025-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DIRECTING THE FINANCE DIRECTOR TO OPEN A BANK ACCOUNT FOR EACH OF THE PUBLIC IMPROVEMENT DISTRICTS CREATED BY THE CITY OF ANGLETON AT THE FIRST STATE BANK AND APPROVING AND AUTHORIZING DESIGNATED PERSONS WHO WILL ACT AS SIGNATORIES ON THE ACCOUNTS; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Brazoria County Tax Assessor / Collector will begin collecting assessed fees for the following Public Improvement (PID) Districts created by the City of Angleton: Kiber Reserve PID, Greystone PID, and Riverwood Ranch PID; and

WHEREAS, the City of Angleton (City) will receive the assessed funds from the Brazoria County Tax Assessor / Collector and will hold funds until the developers have reached agreed upon milestones pursuant to executed reimbursement agreements; and

WHEREAS, the official depository for City funds is First State Bank-Louise by a depository agreement executed in November 2021; and

WHEREAS, pursuant to its depository agreement with First State Bank-Louise, the governing body of the City shall (a) appoint, or authorize, or designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

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

SECTION 1. Finance Director Phill Conner is instructed to open one checking account for each of the PIDs at First State Bank-Louise.

SECTION 2. Mayor Jason Perez, Councilman John Wright, City Manager Chris Whittaker and City Secretary Michelle Perez are designated as signors on the accounts as indicated on the bank records or signature card or any other bank document necessary to authorize signatories, a true and correct copy of which is attached hereto as “Exhibit A” and made a part hereof for all purposes, are hereby designated, and authorized to act as signatories on these accounts, in accordance with the terms and conditions of the Depository Bank Services Agreement executed between the City and First State Bank-Louise in November 2021.

SECTION 2. The appointed City Secretary, Michelle Perez, is hereby authorized and directed to cause a true and correct copy of this Resolution to be served upon First State Bank-Louise, together with the executed documents, Exhibit “A” attached hereto.

SECTION 3. Repeal. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 4. Effective date. This resolution shall be effective and in full force immediately upon its adoption.

Item 5.

PASSED, APPROVED, and ADOPTED on the 25TH day of October, 2022.

CITY OF ANGLETON

Jason Perez, Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/22

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible on a resolution designating a representative to the Brazoria County Joint Airport Zoning Board.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

The Airport Hazard Zoning Board Ordinance in Section 2. Item 13. requires the City of Angleton to designate representatives to the board.

Mayor Perez and former Assistant Director of Development Services Lindsay Koskiniemi were appointed to the board on April 13, 2021, by Resolution No. 20210413-004. Lindsay Koskiniemi is no longer a representative of the board. Mark Soileau is interested in serving and comes recommended by the board.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 20221025-006.

RESOLUTION NO. 20221025-006

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS DESIGNATING A REPRESENTATIVE TO SERVE ON THE BRAZORIA COUNTY JOINT AIRPORT ZONING BOARD; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. Mark Soileau is hereby designated as its Representative to the Brazoria County Joint Airport Zoning Board.

SECTION 2. The Aviation Director of the Texas Gulf Coast Regional Airport be notified of the designation of the hereinabove named representative.

SECTION 3. Repeal. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 4. Effective date. This resolution shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS THE 25th DAY OF OCTOBER 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/22

PREPARED BY: Scott Myers

AGENDA CONTENT: Review and take action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$326,198

FUNDS REQUESTED: \$0

FUND: 107 FD ESD

EXECUTIVE SUMMARY:

Review and take Action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton naming Angleton Fire Department as the provider for emergency fire response.

RECOMMENDATION:

This contract has been agreed upon by the City's Attorney as well as the ESD's Attorney. The ESD board has approved and accepted. Fire Chief recommends approval.

XII.

VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. 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.

CITY OF ANGLETON, TEXAS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Print Name: Jason Perez
Title: Mayor
Date: _____

By: *Darrell Valusek*
Darrell Valusek
President *Treasurer/Sign.*
Date: _____

Address for Notice:
121 S. Velasco
Angleton, Texas 77515

Address for Notice:
P.O. Box 1253
Manvel, TX 77578

Acknowledged:
ANGLETON VOLUNTEER FIRE DEPARTMENT

By: *Scott Myers*
Print Name: SCOTT MYERS
Title: FIRE CHIEF
Date: 10/5/22

Address for Notice:



VIII.**AMENDMENT BY MUTUAL AGREEMENT**

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.**ASSIGNABILITY**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression or other emergency services by CITY OF ANGLETON.

X.**MISCELLANEOUS**

a. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

b. This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

XI.**NOTICES**

All notices hereunder shall be in writing and may be delivered by personal delivery or regular US Mail to the parties at their addresses below or may be delivered via electronic mail to the address(es) provided by each Party. Notices shall be copied to legal counsel via electronic mail: to the District's counsel at PEELER@COVELER.COM; to the City's counsel at JUDITH@JGRADYRANDLEPC.COM.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ANGLETON and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ANGLETON shall furnish DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Angleton Volunteer Fire Department within the Service Area for the prior quarter. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(g) CITY OF ANGLETON will provide to the DISTRICT a copy of the City's annual audit, or portion of the City's audit, showing the funding and expenditures for fire and rescue services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY.

VI.

DISPATCH COOPERATION

DISTRICT and CITY OF ANGLETON both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ANGLETON's local dispatchers which may be necessary to effectuate accurate dispatching for Emergency Services provided by the CITY within the Service Area.

VII.

Notwithstanding the foregoing provisions of this agreement, in the event of a conflict with the Agreement and the Angleton Code of Ordinances, the Ordinances shall prevail.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

(a) CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement.

(b) The City retains all governmental immunities.

(c) The CITY OF ANGLETON and the DISTRICT agree to the responsibility for civil liability as described in Government Code § 791.006(a). Responsibility for civil liability shall be retained by the DISTRICT for the provision of Emergency Services by the CITY OF ANGLETON within the territorial jurisdiction of the DISTRICT.

V.

**DUTIES AND RESPONSIBILITIES OF THE CITY OF ANGLETON
AND THE DEPARTMENT**

(a) CITY OF ANGLETON agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

DISTRICT acknowledges that CITY OF ANGLETON is a municipality with statutory and City charter obligations to the residents of the City of Angleton and the Angleton Volunteer Fire Department provides similar emergency services to CITY OF ANGLETON. DISTRICT further acknowledges the necessary fire protection, fire suppression, and other emergency services provided to DISTRICT shall not be exclusive. District and City agree all emergency services provided by Angleton Volunteer Fire Department will conform with policies, protocol, and ordinances of the City of Angleton. District agrees and acknowledges City may be a party to mutual aid agreements with other emergency services departments from other municipalities.

(b) CITY OF ANGLETON shall provide the necessary manpower and equipment to provide the Emergency Services to the service area in accordance with this Agreement and shall enter into and maintain reciprocal mutual aid agreements with surrounding fire departments and/or EMS when necessary or advisable.

(c) The Mayor of the CITY OF ANGLETON or his designee shall be the liaison with DISTRICT.

CITY OF ANGLETON acknowledges that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The CITY OF ANGLETON via the ANGLETON VOLUNTEER FIRE DEPARTMENT agrees to provide emergency services to the service area. Angleton Volunteer Fire Department is a department of the CITY OF ANGLETON.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2023 and ending December 31, 2023. Either party may terminate this Agreement upon six (6) months written notice to the other party.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

III.

TERMS OF COMPENSATION

- (a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ANGLETON for the Emergency Services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of **\$326,198.00** per annum. These payments shall be made in quarterly installments. Quarterly installment payments would be paid by the 30th day of the months of January, April, July and October.
- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be nonrefundable. In the event CITY OF ANGLETON terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis based on the number of months of the one year term completed.
- (c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended.

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION, FIRE SUPPRESSION,
AND RESCUE SERVICES**

This **INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2023, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ANGLETON, TEXAS** ("CITY OF ANGLETON") for the mutual covenants and agreements herein contained, and other good and valuable consideration as set forth in this Agreement. Accordingly, **DISTRICT** and **THE CITY OF ANGLETON, TEXAS** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ANGLETON, TEXAS** is a Texas home rule municipality Texas. Both DISTRICT and CITY OF ANGLETON propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ANGLETON to perform certain Governmental Functions as described by Texas Civil Practice and Remedies Code § 101.0215 and services for DISTRICT. Such Governmental Functions and services are limited to fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (all collectively referred to herein as "Emergency Services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibit "A", attached hereto and incorporated by reference).



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 25, 2022

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council meeting of June 14, June 21, and July 09, 2022.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council meeting of June 14, June 21, and July 09, 2022.

RECOMMENDATION:

Staff recommends Council approves the minutes as presented.



THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JUNE 14, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend

ABSENT

Council Member Mikey Svoboda

PLEDGE OF ALLEGIANCE

Mayor Perez led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.

Mayor Perez recognized Sgt. Rhonda Barton for 15 years of service.

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

Yard of the Month was presented to the Trottier Family and Business of the Month to Tilson Custom Home Builders.

3. Presentation of Proclamations by the Mayor.

Mayor Perez recognized Sawyer Morales, Angleton Girls Softball Association's 10U Lady Cats and Amy Martinez.

The Mayor recessed the Council Meeting at 6:16 P.M.

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:

13. Discussion and possible action on a complaint or a charge against an officer or employee, pursuant to Section 551.074 of the Texas Government Code.

Conducted

OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at 6:40 P.M.

CONSENT AGENDA

The following were enacted with one motion.

Item 4 was pulled for discussion.

5. Discussion and possible action on a resolution re-appointing Randle Law Office LTD., L.L.P. as City Attorney for the City of Angleton, Texas and providing for compensation and providing that said appointment shall continue for additional time thereafter unless other appointments shall be made by resolution, duly adopted by the City Council, which shall be in conflict herewith and providing for the powers, duties and authority of the said City Attorney.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-004. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Item 6 was pulled for discussion.

REGULAR AGENDA

4. Discussion and possible action to approve the minutes of the Angleton City Council meeting of April 12, 2022; meeting of April 26, 2022; meeting of May 17, 2022; and meeting of May 24, 2022.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved the minutes of the Angleton City Council meeting of April 12, 2022; meeting of April 26, 2022; meeting of May 17, 2022; and meeting of May 24, 2022, with the following change:

"Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved the public acceptance process with the following:

1. **A one-year maintenance bond.**
2. **The maintenance bond be 100% of the cost of the public improvements.**
3. **The acceptance be a staff administered process.**

The motion passed on a 5-0 vote. Council Member Svoboda was absent.

6. Discussion and possible action on an ordinance amending the fiscal year 2021-2022 budget to include the general fund, the street fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved Ordinance No. 20220524-006. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

7. Discussion and possible action on the Austin Colony Development Agreement.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the Austin Colony Development Agreement. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

8. Discussion and possible action on a regional animal services facility.

No action was taken.

9. Discussion and possible action to award a contract to DN Tanks, LLC for the Chenango GST replacement, in the amount of \$2,418,753 and authorized the City Manager to execute the agreement upon legal review.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council awarded a contract to DN Tanks, LLC for the Chenango GST replacement, in the amount of \$2,418,753 and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

10. Discussion and possible action on the purchase of a new motor and installation for Engine 2 versus replacement.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council authorized the purchase of a new motor and installation for Engine 2 using ESD funds. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

Mayor Perez recessed the Council Meeting at 7:44 P.M.

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:

11. Discussion and possible action on the annual performance review of the Municipal Court Judge, pursuant to Section 551.074 of the Texas Government Code.

Conducted

12. Discussion and possible action on Boards and Commissions appointments, pursuant to Section 551.074 of the Texas Government Code.

Conducted

OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at 9:17 P.M.

12. Discussion and possible action on Boards and Commissions appointments, pursuant to Section 551.074 of the Texas Government Code.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the following resignations: Judy Shaefer, Planning and Zoning Commission; Dianna Matthys, KAB; Roger Collins, Senior Commission; and appointments: Michelle Townsend, Planning and Zoning Commission; Brandei Goolsby, KAB; Dawn Hill, Senior Commission. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

ADJOURNMENT

The meeting was adjourned at 9:18 P.M.

These minutes were approved by Angleton City Council on this the 25th day of October, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

Attest:

Michelle Perez, TRMC
City Secretary



THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JUNE 21, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend

ABSENT

Council Member Mikey Svoboda

REGULAR AGENDA

1. Recognition of Council Member Mikey Svoboda.

Mayor Perez recognized Council Member Svoboda.

2. Discussion and possible action on a resolution canvassing a runoff election held on June 11, 2022; declaring the candidates for Council Member, Position 1 and Council Member, Position 5 is duly elected; and containing other provisions relating to the subject.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Resolution No. 20220621-002. The motion passed on a 5-0 vote. Council Member Svoboda was off the absent.

3. Administer Oath of Office to Christiene Daniel, Council Member, Position 1.

The Honorable Judge Mark Jones administered the Oath of Office to Council Member Christiene Daniel. Council Member Daniel took her seat at the dais.

4. Administer Oath of Office to Mark Gongora, Council Member, Position 5.

The Honorable Judge Mark Jones administered the Oath of Office to Council Member Mark Gongora. Council Member Gongora took his seat at the dais.

ADJOURNMENT

The meeting was adjourned at 6:09 P.M.

These minutes were approved by Angleton City Council on this the 25th day of October, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

Attest:

Michelle Perez, TRMC
City Secretary



THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JULY 09, 2022 AT 9:00 A.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 9:00 A.M.

PRESENT

Mayor Jason Perez
 Mayor Pro-Tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend
 Council Member Christiene Daniel

REGULAR AGENDA

3. Discussion on the 2022-23 Proposed Budget.

Chris Whittaker, City Manager and Tenecha Williams, Interim Finance Director gave the introduction and spoke on revenue.

Jeff Sifford, Public Works Director and Hector Renteria, Assistant Director of Public Works spoke regarding the budget of Public Works, Water, Sewer, and Plant Operations.

Scott Myers, Fire Chief spoke regarding the budget of the Fire Department and Emergency Services District No. 3.

Mayor recessed the meeting for lunch at 12:15 P.M. and returned at 12:45 P.M.

Lupe Valdez, Chief of Police spoke regarding the budget of police, Animal Services, Police Donations, Animal Control Donations, and Police Drug Confiscation.

Megan Mainer, Director of Parks and Recreation and Jason O'Mara, Assistant Director of Parks and Recreation spoke regarding the budget of the Parks Department, Keep Angleton Beautiful (KAB), Street/Park ROW, Angleton Better Living Corporation (ABLC), Angleton Recreation Center (ARC), and Angleton Recreation Division Program (ARDP).

ADJOURNMENT

The meeting was adjourned at 3:48 P.M.

These minutes were approved by Angleton City Council on this the 25th day of October, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on to extend the contract for debris monitoring with TetraTech for an additional 12 months, per the existing contract. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Extending the City's debris monitoring contract with TetraTech for 12 more months. TetraTech was awarded this contract on October 8, 2019, with a term of 36 months, with options for two additional 12 months extensions. This would be the first extension. TetraTech performed well during debris collections after Hurricane Nicholas in 2021.

RECCOMENDATION:

Staff recommends council approving this contract extension.

ATTACHMENT A

Item 9.

TETRA TECH, INC.
UPDATED RATE SCHEDULE
City of Angleton, Texas

Disaster Debris Management and Monitoring

RFP

Positions	10/08/2019 - 10/08/2022		CPI	CPI	Hourly Rate w/ 9.2% CPI	
	Hourly Rate	9.2% Increase	\$ Increase		10/09/2022 - 10/08/2023	
On-Site Project Manager	\$ 75.00	9.2%	\$ 6.90		\$ 81.90	
DMS and Field Supervisors	\$ 45.00	9.2%	\$ 4.14		\$ 49.14	
Field Monitors	\$ 34.00	9.2%	\$ 3.13		\$ 37.13	
DMS and Tower Monitors	\$ 34.00	9.2%	\$ 3.13		\$ 37.13	
GIS Specialist	\$ 55.00	9.2%	\$ 5.06		\$ 60.06	
Data Manager	\$ 65.00	9.2%	\$ 5.98		\$ 70.98	
Billing/Invoice Analyst	\$ 45.00	9.2%	\$ 4.14		\$ 49.14	
Data Entry/Administrative Staff	\$ -	9.2%	\$ -		\$ -	
Project Coordinator	\$ 36.00	9.2%	\$ 3.31		\$ 39.31	

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U)

Original Data Value CUUR0300SA0,CUUS0300SA0

Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not

Area: South

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307										

CPI for May 2021: 259.343

CPI for May 2022: 283.307

Increase Calculation: 283.307 (May 2022) - 259.343 (May 2021) = 23.964
 23.964 / 259.343 (May 2021) = **9.2% increase**

**CITY OF ANGLETON, TEXAS
TETRA TECH, INC.
DISASTER DEBRIS MANAGEMENT AND MONITORING**

**AGREEMENT NO. 20191008-002
AMENDMENT NO. 1**

This First Amendment to the Contract for Disaster Debris Management and Monitoring Services (“Contract Renewal”) is by and between the **CITY OF ANGLETON, TEXAS** (“City”) and **TETRA TECH, INC.** (“Contractor”).

Recitals

WHEREAS, the City has entered into a Contract for Disaster Debris Management and Monitoring (“Contract”) with Contractor for a period of thirty-six (36) months, beginning on October 8, 2019 through October 8, 2022 with the option to renew the contract term for up to two (2) additional twelve (12) months periods;

WHEREAS, the City and Contractor would like to exercise the first renewal option for one additional year.

NOW THEREFORE, the parties hereby agree as follows:

1. Contract term. The Contract is renewed from October 9, 2022 through October 8, 2023. The updated hourly rates are attached hereto as Attachment A.
2. Modifications. This Contract Renewal and the Contract, taken together, constitute the final agreement between the City and Contractor. Any modification of or additions to the terms of this Contract Renewal or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Renewal on the date above written.

TETRA TECH, INC.

CITY OF ANGLETON, TEXAS

By: Jonathan Burgiel
Title: Business Unit President
Date:

By: Jason Perez
Title: Mayor
Date:

ATTEST:

ATTEST:

Betty Kamara, Contracts Administrator

Michelle Perez, City Secretary

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES
DISASTER DEBRIS MANAGEMENT AND MONITORING**

THIS AGREEMENT is made this the 8th day of October, 2019, by and between the **CITY OF ANGLETON, TEXAS**, located at 121 S. Velasco, Angleton, Texas 77515 (hereinafter referred to as ("CLIENT") and **TETRA TECH, INC.** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Contractor acting as an independent Contractor, is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services.

WHEREAS, Client wishes to enter into a contractual agreement with Contractor to provide professional Disaster Debris Management and Monitoring services in accordance with Client request for proposal which is attached hereto as **Exhibit A**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster debris monitoring and related consulting services as described in **Exhibit A** and **Exhibit B** (Client RFP and Contractor Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D** and **E**, attached hereto and incorporated herein.
3. **Term:** This Agreement shall be effective as of the date first above written (the "Effective Date") and shall continue in full force for thirty-six (36) months with the option to extend the contract term for two (2) additional one (1) year periods.
4. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
5. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
6. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or

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payment to Contractor and the schedule and payment shall be equitably adjusted.

7. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted only by agreement, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus reasonable non-labor expenses as set forth in **Exhibit C**.
9. **Compensation:** Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any Invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Interest shall accrue at the rate of one percent (1%) over prevailing prime rate shall be charged on a monthly basis (or the maximum percentage allowed by law, whichever is less) on any amounts not paid within sixty (60) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, Contractor shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Contractor in connection therewith and, in addition, the reasonable value of Contractor's time and expenses spent in connection with such action, computed at Contractor's prevailing fee schedule and expense policies.

Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

All invoices shall be delivered to:

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Attn: Accounts Payable
City of Angleton, Texas
121 S. Velasco
Angleton, Texas 77515

Payment shall be made to and delivered to:
Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642

10. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.

11. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

12. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

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15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:**
- A. Termination for Just Cause. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, Client may serve written notice upon the Contractor and the surety of his intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10-days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said 10-days, cease and terminate. In the event of any such termination, Client shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30-days from the date of the mailing to such surety of notice of termination, Client may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to Client for any excess cost occasioned Client thereby, and in such event, Client may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site for the work and necessary therefor.
- B. Termination for Convenience. The State and Client may terminate the Contract at any time without penalty by giving 30-days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

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Client:

Katherine Davis, Asst. Chief of Police, EMC
 FBINA #204, LCC #52, NEMAA, Angleton PD
 104 Cannan Drive
 Angleton, Texas 77515
 Office: 979-849-2383 x3108 | Mobile: 979-481-4200
kdavis@angletonpd.net

Contractor:

Ralph Natale, Director, Post Disaster Programs
 Tetra Tech, Inc.
 2301 Lucien Way, Suite 120
 Maitland, FL 32751
 Mobile: (407) 580-8184
ralph.natale@tetratech.com

Betty Kamara, Contracts Administrator
 Tetra Tech, Inc.
 2301 Lucien Way, Suite 120
 Maitland, FL 32751
 Office: (321) 441-8518 | Mobile: (407) 803-2551
betty.kamara@tetratech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Brazoria County.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114 and 95.25.9 and 44 CFR §13.36 Procurement, Disaster Assistance Policy 9525.9, Section 324 Management Costs and Direct Administrative Costs, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules,

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regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by the Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for

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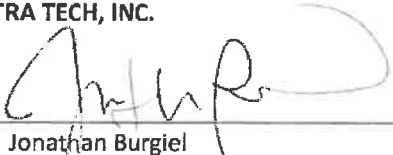
services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.


IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President

CLIENT:
CITY OF ANGLETON, TEXAS


By:
Title:

ATTEST:

Betty Kamara, Contracts Administrator

ATTEST:


ATTACHMENTS:

- EXHIBIT A: RFP for Disaster Debris Management and Monitoring
- EXHIBIT B: Tetra Tech Technical Approach
- EXHIBIT C: Tetra Tech Rate Schedule
- EXHIBIT D: Equal Opportunity Provisions
- EXHIBIT E: CFR200 Provisions





AGENDA ITEM SUMMARY FORM

MEETING DATE: October 25, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the 2023 employee holidays-As Amended.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

On October 4, 2022, Council approved the 2023 employee holidays as presented, however, was missing Columbus day and needed a correction to the Christmas holiday date.

RECOMMENDATION:

Staff recommends the approval of the 2023 employee holidays as amended.



City of Angleton

2023 Employee Holidays

New Year's Day- January 2

Martin Luther King Jr. Birthday-January 16

President's Day-February 20

Texas Independence Day- March 2

Good Friday-April 7

Memorial Day-May 29

Juneteenth-19

Independence Day-July 4

Labor Day-September 4

Columbus Day-October 9

Veterans Day-November 10

Thanksgiving (2 days)-November 23 & 24

Christmas-December 25 & 26

Birthday (*After six months of service*)

New Year's Day 2024-January 1, 2024



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 25, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the 2023 life insurance benefit.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$3,276.00 **FUNDS REQUESTED:** \$5,460.00

FUND: xxx-xx-140

EXECUTIVE SUMMARY:

The city provides a Basic Term Life/AD&D insurance policy to all full-time and permanent part-time employees. The employee is offered the opportunity to purchase Supplemental Voluntary Life/AD&D coverage for themselves as well as their spouse and dependent child(ren).

The city's consultant is HUB International, who on the City's behalf, published an RFP for the above products which was posted in The Facts on September 15 and 22, 2022 with responses going to the City's HUB Consultant Julian Fontana. Responses to the RFP were due no later than October 13, 2022.

The City sought bids for Term Life/AD&D at the current coverage level of \$15,000 as well as a coverage level of \$25,000 which is more in line with the market.

The City received seven (7) responses to the RFP. Although BCBS/Dearborn has the highest of the top three (3) bids, the maximum savings would result in \$1,592, which does not warrant the disruption in service. The incumbent, BCBS/Dearborn has offered a two (2) year rate guarantee of \$3,276.00 for \$15,000 of coverage or \$5,460.00 for \$25,000 of coverage.

If the city elects a coverage level of \$25,000, the cost difference of \$2,184.00 will be covered by the cost savings on the medical renewal.

RECOMMENDATION:

The staff recommends the city renew with BCBS/Dearborn Life with \$25,000.00 in Basic Term Life/AD&D coverage for \$5,460.00.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

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

AGENDA CONTENT: Discussion and possible action on an interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$46,313

FUNDS REQUESTED: \$

FUND: 40-506-625.01

EXECUTIVE SUMMARY:

On June 6, Angleton Better Living Corporation authorized staff to utilize up to \$46,313 for Downing Street tennis court rehab and fencing as a partnership with the Angleton Independent School District.

City staff advertised a Request for Proposals on September 1, 2022 with a closing date of September 15, 2022 at 2pm. The City of Angleton received one proposal from a reputable company and would like to proceed with the tennis court rehabilitation. Prior to awarding the project, the City would like to have an executed interlocal agreement with Angleton Independent School District that outlines each entity's responsibilities.

The interlocal agreement was approved by the Angleton Independent School District Board of Directors on Tuesday, October 18, 2022 and is included in this packet.

RECOMMENDATION:

Staff recommends City Council approve an interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND THE ANGLETON INDEPENDENT SCHOOL DISTRICT FOR THE JOINT USE, REPAIR, AND MAINTENANCE OF PROPERTY

STATE OF TEXAS §

COUNTY OF BRAZORIA §

WHEREAS, the City of Angleton (“Angleton” or the “City”) is a Home-Rule Municipal Corporation in Brazoria County, Texas and Angleton Independent School District (“AISD or “the District”) is an independent school district organized under Chapter 11 of the Texas Education Code and defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended. Angleton and AISD wish to enter into an agreement. The Parties mutually agree, and state as follows:

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

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

WHEREAS, Texas Government Code §791.011 authorizes the City and District to enter into an interlocal to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, both Angleton and the District find it mutually desirable to enter into this Agreement regarding property within the corporate limits of the City of Angleton, Texas; and

WHEREAS, the City and District desire to execute this Agreement to establish a process for joint use, repair, and maintenance of tennis courts;

WHEREAS, the District currently owns property with six tennis courts located at 1900 Downing, Angleton, Texas (“the Property”), identified in the real property records of Brazoria County as:

ANGLETON (ANGLETON) BLK 55 ACRES 0.53 (Brazoria CAD property ID 181870) and A0180 H H CORNWALL TRACT 2A1 ACRES 8.14 (ANGLETON) (Brazoria CAD property ID 513007); and

WHEREAS, the City and the District both desire to repair, and improve the tennis courts owned by the District, for use by and for benefit by the citizens of the City and, as well as visitors, which is an essential governmental function and service; and

AGREEMENT

NOW THEREFORE, BE IT RESOLVED that the City of Angleton, Texas (City), and Angleton Independent School District (AISD), sometimes collectively referred to as the "parties," each acting through their respective governing bodies, hereby enter into

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

1. RECITALS

All the recitals and preambles contained in the above paragraphs are found to be true and correct and are incorporated herein and made a part of this Agreement.

2. PUBLIC PURPOSE

The purpose of this Agreement is to have a amenities and facilities repaired, maintained and developed on AISD property in the City, which will inure to the benefit of both the City, its citizens and visitors, and the District, the students and visitors of the District.

3. GENERAL PROVISIONS, RIGHTS, AND DUTIES

The District and the City will provide funding and may hire one or more contractors to maintain, improve, and repair the tennis courts on District property as set forth in this Agreement. To this end, the District permits and licenses the City to enter onto the property to repair, construct, and maintain the tennis courts.

The parties agree that the City shall maintain the nets, signage, and maintain landscaping for minor necessary maintenance. The parties agree that any rehabilitation or repair projects that are not minor or require an expenditure of greater than \$100 in the aggregate for a school district budget year, will be a shared obligation of the City and the District. The re habilitation or repair projects must be agreed upon in writing from both parties. The City shall be responsible for the initial renovation of the tennis courts for a monetary amount not to exceed forty-six thousand three hundred thirteen dollars and no/100 (\$46,313.00); specifically, this will include court surfacing and fencing, and the District shall be responsible for an amount not to exceed forty-six thousand three hundred thirteen and no/100 dollars (\$46,313.00)

In exchange for the license and use of the property, the City agrees that it will construct and maintain certain amenities and facilities on the property at fifty percent of the expense. The City's planned outdoor amenity improvements shall include up to forty-six thousand three hundred thirteen dollars to resurface of six tennis courts, installation of new tennis court fencing, and development of park signage for facility use. The District's planned amenities shall include remaining expenses to resurface of six tennis courts and installation of new tennis court fencing. Additional repairs or features may be decided upon by the parties in the future. Any additional repairs or features will be presented and approved by the Parties in writing before work on additional features is commenced. The District or the City may use contractors for the development of the property, in accordance with all legal requirements for doing so. In the alternative, the District or the City may use volunteers or a combination of volunteers and contractors in developing the amenities and facilities. Upon completion, the City agrees that it is responsible for routine maintenance and upkeep of the amenities and facilities developed on the

Property. Other than the obligations set forth above, there are no payment or financial obligations intended or promised between the parties as a component of this Agreement. In addition to all of the above the parties agree that the City shall use the tennis courts for tennis events which may include but is not limited by the following: tennis tournaments, tennis clinics, tennis programs, tennis training, tennis day camps, and any other similar use that the parties may agree to. The parties agree that the City may hire at it's own cost a third-party to coordinate, organize or be responsible for running any of the above referenced activities and programs.

It is not the intention of the Parties hereto to create a partnership or association. The duties and liabilities of the City and the District are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or duty, obligation, or liability with respect to any one or more of the Parties hereto. The City has exclusive control over the properties and shall have dominant control over the projects contemplated by this Agreement.

4. TERM

The term of this Agreement will be for one (1) year commencing upon the effective date, which is the date the agreement is executed by both parties. The term of this Agreement may be extended only upon the mutually signed agreement of both Parties upon such terms and conditions as agreed to at that time.

5. DEFAULT

If at any time during the term of this Agreement, either party shall fail to fulfill their obligations in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with provisions of this Agreement, then the other party shall have the right, if the defaulting party shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and pursue any and all remedies available under the law. Any such act by the other party shall not be deemed a waiver of any other right or remedy of the other party.

Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

6. AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Brazoria County, Texas.

Should there be any dispute between the parties, prior to the initiation of any litigation the parties will attempt in good faith to resolve any such dispute by resort to alternative dispute resolution, as authorized by Texas Government Code Ch 2009.

7. CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

8. LIABILITY

In providing services pursuant to this Agreement, each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the responding Party. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death because of the performance of this Agreement. During the term of this Agreement, the District agrees to carry General Liability in the amount of \$1,000,000 each occurrence and General Aggregate limit of \$2,000,000.

9. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

10. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

11. MISCELLANEOUS PROVISIONS

- a) **Venue:** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) **Choice of Law:** This Contract is governed by the laws of the State of Texas.

- c) **Entire Contract:** This agreement constitutes the entire agreement between City and AISD, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect, and parole evidence of any such agreement shall have no force and effect on the provisions of this Agreement.
- d) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- e) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- f) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- g) **Notices:** Each notice to City shall be sent to the designated City Representative and each notice to AISD shall be sent to the designated AISD Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. Unless changed by giving notice as provided in this subsection, the designated representatives of the parties shall be:

CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

Megan Mainer
Chris Thompson
Parks Superintendent
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364
Email: cthompson@angleton.tx.us

ANGLETON INDEPENDENT SCHOOL DISTRICT

Phil Edwards
AISD Superintendent
1900 N Downing
Angleton, Texas 77515
Telephone: (979) 799-7904
Email: phil.edwardsa@angletonisd.net

- h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

EXECUTED this 18th day of October 2022.


CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

Attest:

By: _____
Michelle Perez, City Secretary

ANGLETON INDEPENDENT SCHOOL DISTRICT



Tommy Gaines
AISD Board of Trustees President
1900 N Downing
Angleton, Texas 77515

Attest: 



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022
PREPARED BY: Chris Whittaker
AGENDA CONTENT: Contract with KSA for the Lead and Copper survey
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$12,000 **FUNDS REQUESTED:** N/A

FUND: Water Fund

EXECUTIVE SUMMARY:

KSA has been hired to survey and inventory for identifying the locations of lead and copper in the Angleton water system subject to the EPA mandate to be completed by 2024 and reported back to the EPA. This is an unfunded mandate and is nationwide. This will allow us to identify areas that must be remedied during future projects. It also involved a component with residential housing that has not been addressed for copper lines in residential housing. KSA will provide periodic updates to staff and Council as well as a final report.

There should be funding in future years through TWDB for future remedies.

Council approved KSA for this project at the March 8, 2022, Council meeting.

RECOMMENDATION:

N/A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Angleton (“City/Owner”) and

KSA Engineers, Inc. (“Engineer”).

(Collectively “the Parties”).

City's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lead and Copper Rule and Monitoring Plan - Phase 1 (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Work with the City of Angleton and it's Stakeholders to produce a Lead Service Line Inventory as required by USEPA as part of updates to the Lead and Copper Rule as further detailed in Attachment A

City/Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Attachment A.

ARTICLE 2 – CITY/OWNER’S RESPONSIBILITIES

2.01 *General*

- A. City/Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. City/Owner shall pay Engineer as set forth in Exhibit C.
- C. City/Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by

City/Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Attachment A and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If City/Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. City/Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City/Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to City/Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Invoices shall be forwarded to:

City of Angleton
Attn: Financing Department
121 S. Velasco
Angleton, TX 77515

4.02 *Payments*

- A. ~~*Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.~~
- B. *Failure to Pay:* If City/Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
- ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
- Engineer may, after giving seven days written notice to City/Owner, suspend services under this Agreement until City/Owner has paid in full all amounts due for services, expenses, and other related charges. City/Owner waives any and all claims against Engineer for any such suspension other than those amounts reasonably disputed.
- C. *Disputed Invoices:* If City/Owner contests an invoice, City/Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. The Parties will use their best efforts to resolve the dispute expeditiously.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. City/Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If City/Owner requires greater assurance as to probable Construction Cost, City/Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between City/Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the City/Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* City/Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City/Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by City/Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and City/Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, City/Owner provided to Engineer in writing any and all policies and procedures of City/Owner applicable to Engineer's performance of services under this Agreement. ~~provided to Engineer in writing.~~ Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and City/Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to City/Owner-provided written policies and procedures, may be the basis for modifications to City/Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. City/Owner agrees not to make resolution of any dispute

with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) ~~unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.~~
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer’s own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and City/Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and City/Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. ~~City/Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.~~

6.03 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. City/Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. City/Owner may make and retain copies of Documents for information and reference in connection with use on the Project by City/Owner. Engineer grants City/Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the City/Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) City/Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by City/Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City/Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; ~~(3) City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to City/Owner shall not create any rights in third parties.

- F. If Engineer at City/Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then City/Owner shall compensate Engineer at rates or in an amount to be agreed upon by City/Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause City/Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. City/Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." City/Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by City/Owner which are applicable to the Project.
- C. City/Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect City's/Owner's and Engineer's interests in the Project. City/Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. City/Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to City/Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, City/Owner may request that Engineer or its Consultants, at City's/Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by City/Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by City/Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:

By City/Owner: City/Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to City/Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

- 1) upon seven days written notice if City/Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to City/Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1-~~a~~ if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By City/Owner effective upon Engineer's receipt of notice from City/Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice City/Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, City/Owner shall have the limited right to the use of Documents, at City's/Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. ~~In the event of termination by City/Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice City/Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using hourly methods and rates for Additional Services as set forth in Exhibit C.~~

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Project is located~~ of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the ~~federal and~~ state courts in Brazoria County, Texas.

6.07 *Successors, Assigns, and Beneficiaries*

- A. City/Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of City/Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of City/Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither City/Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City/Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City/Owner and Engineer and not for the benefit of any other party.

City/Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. City/Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. City/Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. City/Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) City/Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City/Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. City/Owner acknowledges that Engineer is performing professional services for City/Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless City/Owner, and City's/Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by City/Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. *Indemnification by City/Owner:* ~~To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. ~~*Environmental Indemnification:* To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate City's/Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of City/Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, City/Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City/Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

Additional Services – The services to be performed for or furnished to City/Owner by Engineer under and amendment conforming with Exhibit K of the Agreement.

Agreement – This written contract for professional services between City/Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Basic Services – The services to be performed for or furnished to City/Owner by Engineer ~~in accordance with Part 1 of Exhibit A of this Agreement.~~

Construction Contract – The entire and integrated written agreement between City/Owner and Contractor concerning the Work.

Construction Cost – The cost to City/Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; City's/Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to City/Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contractor – The entity or individual with which City/Owner has entered into a Construction Contract.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to City/Owner pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

Engineer – The individual or entity named as such in this Agreement.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

City/Owner – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer’s services are to be performed. Unless indicated otherwise, this is

the same individual or entity that will enter into any Construction Contracts concerning the Project.

PCBs – Polychlorinated biphenyls.

Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Record Drawings – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by City/Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Site – Lands or areas to be indicated in the Contract Documents as being furnished by City/Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City/Owner which are designated for the use of Contractor.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that City/Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, City’s/Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to City/Owner pursuant to Exhibit B of this Agreement.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Not Included
- B. Exhibit B, City’s/Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Included
- E. Exhibit E, Not Included
- F. Exhibit F, Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement form
- L. Exhibit L, Not Included
- M. Exhibit M, Not Included

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between City/Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and City/Owner shall designate specific individuals to act as Engineer's and City's/Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of City/Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of City/Owner, or (b) to deprive City/Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Scanned Reproductions*

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

8.06 Force Majeure.

In the event either party is rendered unable, wholly or in part, by force majeure to carry-out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure,” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and other incapacities of any party, whether similar or those enumerated or otherwise, which are not within the reasonable anticipation or control of the party claiming such inability, which such Party should not have avoided by the exercise of due diligence and care. If delays resulting from such causes increase the cost or time required by the Service Provider to perform the Services under this Agreement, the Service Provider shall be entitled to a reasonable adjustment in schedule and, if applicable and upon written agreement of the Parties, compensation.

8.07 Status as Independent Contractor.

The City and the Engineer are contractors independent of one another and neither party’s employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

8.08 Public Information Act.

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Engineer agrees that this Agreement can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Engineer is required to make any information created or exchanged with the City pursuant to this

Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

8.09 Work on City Premises.

Engineer will require that its employees and agents will, whenever on City premises, comply with all reasonable instructions and directions issued by the City.

8.10 Consultation, Reports.

The Engineer agrees to make available the Engineer's representative, who shall be mutually agreed upon by the Engineer and the City, for periodic meetings to review the progress of all work under this Agreement. The Engineer also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Engineer and the City, as well as copies of all documents relating to the Services performed by the Professional Service Provider.

8.11 No Israel Boycott.

The Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of 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.

8.12 Critical Infrastructure.

In accordance with Texas Government Code §2274.0102. Prohibited Contracts, Engineer verifies the following: (1) the company is not owned by or the majority of stock or other ownership interest of the company is not held by (a) individuals who are citizens of China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas; and (2) the company is not headquartered in China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas.

8.13 Foreign Terrorist Organizations.

The Engineer represents and warrants that it is not engaged in business with Iran,

Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

8.14 *Immigration.*

Engineer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

8.15 *Undocumented Workers.*

Engineer certifies that they do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Engineer is convicted of a violation under 8 U.S.C. § 1324a(f), Engineer shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Engineer of the violation.

8.16 *Nondiscrimination Against Firearm and Ammunition Industries.*

Professional Service Provider verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

8.17 *Anti-Boycott of Energy Companies.*

Professional Service Provider verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City/
Owner: City of Angleton

Engineer: KSA Engineers, Inc.

By: _____

By:  _____

Name: Jason Perez

Name: Joncie H. Young, P.E.

Title: Mayor

Title: Director of Client Services

Date Signed: _____

Date Signed: September 29, 2022

Engineer License or
Firm's Certificate No. F-1356

State of: Texas

Address for giving notices:
121 S Velasco
Angleton, TX
77515

Address for giving notices:
140 East Tyler Street
Suite 600
Longview, TX 75601

Designated Representative (Paragraph 8.03.A):
Chris Whitakker

Designated Representative (Paragraph 8.03.A):
Angie Sanchez, P.E.

Title: City Manager

Title: Sr Project Manager

Phone Number: 979-849-4364

Phone Number: 281-494-3252 ext. 1407

Facsimile Number: _____

Facsimile Number: 888-224-9418

E-Mail Address: cwhitakker@angleton.tx.us

E-Mail Address: asanchez@ksaeng.com

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

City's/Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of City/Owner as set forth in this Agreement and unless otherwise provided in Attachment A, City/Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to City's/Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City/Owner will require to be included in the Drawings and Specifications; and furnish copies of City's/Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - Property descriptions.
 - Zoning, deed, and other land use restrictions.
 - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever City/Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. ~~Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City/Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as City/Owner requires, Contractor raises, or Engineer reasonably requests.
 - Such auditing services as City/Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by City/Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to City's/Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for City/Owner so that Engineer may assist City/Owner in collating the various cost categories which comprise Total Project Costs.
- M. If City/Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent City/Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of City/Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to City/Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – CITY'S/OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

- A. City/Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in Attachment C-1:
1. Method A: Lump Sum
 2. Method B: Standard Hourly Rates

C2.02 Explanation of Methods

A. Method A – Lump Sum

1. City/Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services, services of Consultants, and reimbursable expenses, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the City/Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Attachment C-2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items. ~~in addition to those required under Exhibit A.~~ If authorized in advance by City/Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Attachment C-1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

C2.04 *Consultant Charges*

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

C2.05 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, a rate of 1.5 times the witness's standard hourly rate will be assessed. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.06 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services provided on the basis of hourly rates and reimbursable expenses are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give City/Owner written notice thereof. Promptly thereafter City/Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. City/Owner shall either agree to such compensation exceeding said estimated amount or City/Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before City/Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to City/Owner and shall be paid for all services rendered thereafter.

This is **Attachment C-1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Services and Fees

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services								Lump Sum
Lead Service Line Inventory							\$12,500.00	
Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	

								Hourly Rate and Reimbursable Expenses
Subtotal								
Total			\$0.00	\$0.00	\$0.00	\$0.00		

Notes:

¹ Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of N/A consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

This is Attachment C-2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services**, dated _____.

Hourly Rate and Reimbursable Expense Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile

ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Each Accident: \$500,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$500,000
- c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
- e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - Each Accident
- f. Professional Liability –

- 1) Each Claim Made: \$1,000,000
- 2) Annual Aggregate: \$2,000,000

- g. Other (specify): _____ \$_____

- 2. *By Owner:*
 - a. Workers' Compensation: Statutory

 - b. Employer's Liability –
 - 1) Each Accident \$500,000
 - 2) Disease, Policy Limit \$500,000
 - 3) Disease, Each Employee \$500,000

 - c. General Liability –
 - 1) General Aggregate: \$2,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000

 - e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000

 - f. Other (specify): _____ \$_____

~~B. Additional Insureds:~~

- 1. ~~Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: City/Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ~~*insert name of mediator, or mediation service*~~. City/Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to City/Owner and anyone claiming by, through, or under City/Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* ~~To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to City/Owner or anyone claiming by, through, or under City/Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

3. ~~*Agreement Not to Claim for Cost of Certain Change Orders:*~~ Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.
- B. ~~*Indemnification by City/Owner:*~~ To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of City/Owner or City’s/Owner’s officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City/Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No.

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Angleton
- c. Engineer: KSA Engineers, Inc.
- d. Project: Lead and Copper Rule - Phase 1

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Angleton

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: Jason Perez

Name: _____

Title: Mayor

Title: _____

Date Signed: _____

Date Signed: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on an interlocal agreement with Brazoria County for the collection of ad valorem taxes and public improvement district assessments.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$51,000

FUNDS REQUESTED: \$4,400

FUND: 01 – General Fund

EXECUTIVE SUMMARY:

Currently, the Brazoria County Tax Assessor / Collector collects ad valorem taxes for the City of Angleton. The assessments for the three Public Improvement Districts, Kiber Reserve, Greystone and Riverwood Ranch, will appear on the tax bills for the first time this year. Approval of this agreement will allow the Brazoria County Tax Assessor / Collector to collect these assessments.

RECOMMENDATION:

Staff recommends that the City Council approve the interlocal agreement between the City and Brazoria County for the collection of ad valorem taxes and public improvement district assessments.

**INTERLOCAL AGREEMENT FOR COLLECTION OF TAXES
AND
PID ASSESSMENTS FOR THE CITY OF ANGLETON, TEXAS**

This Interlocal Agreement (hereinafter referred to as “agreement”), is made and entered into pursuant to the Interlocal Cooperation Act Chapter 791 of the Texas Government Code, Section 6.24 of the Texas Property Tax Code, and Section 372.0175 of the Local Government Code by and between Brazoria County (Hereinafter referred to as “County”), acting through its governing body, the Brazoria County Commissioner’s Court, and the City of Angleton, Texas, a municipal corporation, (hereinafter referred to as “City”) acting through its City Council.

It is agreed by the County and City that the Tax Assessor Collector of Brazoria County will assess and collect taxes tendered and collect levied PID assessments.

The City has the authority to authorize County to act as tax assessor-collector for collection of taxes and PID assessments, and County has the authority and obligation to so act. Moreover, the City and County believe it is in the best interests of the citizens of Brazoria County to enter into this Agreement Further, the Brazoria County Tax Assessor Collector has approved this Agreement.

I.

It is acknowledged and agreed that an annual charge of One-half of One Percent (.5%) of the total amount levied by the City each year is a reasonable fee for the City to pay for the annual assessing and collecting of its taxes, not to exceed Thirty-two Cents (\$.32) per certified taxpayer account number currently assessed as the actual costs incurred as provided by the Texas Property Tax Code 6.27(b), which may be adjusted by the Tax Assessor-Collector from time to time, and as such it will be paid by the City upon receipt of the invoice to be generated by the Tax Assessor-Collector as of December 31 each year.

It is further acknowledged and agreed that the City will pay the County of Brazoria one-half of one percent (0.5%) of the total amount levied by the PID each year, not to exceed thirty-two cents (\$0.32) per certified taxpayer account number and \$1,000 for the initial set-up costs per PID. If the actual cost is less than this amount, any excess over paid shall be credited to the next assessment collections year and shall be noted in the annual audit. If the actual costs of collecting the assessments for the City exceed the amounts provided for in this Agreement, the City further agrees to pay the County, an amount equal to such excess, provided such excess is due to cost overruns and not due to the fault of the County and not in violation of the responsibilities as outlined in this Agreement.

The Tax Assessor-Collector shall be notified no later than May 1st when being requested to collect for a new PID in order to provide sufficient set up time to be added to the consolidated tax bill for the following tax year.

The Tax Assessor-Collector shall be provided an assessment roll for each PID no later than September 1st of each year.

II.

It is acknowledged and agreed that the County will bill the City on December 31st of each year, including 2022 for the annual charge for assessing and collecting City taxes, and PID assessments and the City will pay the charge within thirty (30) days after receipt of the invoice for same.

III.

In all matters pertaining to assessment and collection of taxes and PID assessments for the City, the County through its Tax Assessor Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City. The County, through its Tax Assessor-Collector shall be responsible for timely and accurate calculation and publication of the no new revenue rate tax rate and voter approval tax rate for the City and for entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code 33.02.

IV.

The Tax Assessor-Collector will send out all customary notices and billings concerning taxes and PID assessments owed to the City and will collect and process through the County's bank account all income received there from, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for Brazoria County and other entities.

V.

The Tax Assessor-Collector shall remit timely to the City all tax proceeds and PID assessments collected for the City, "timely" meaning disbursements will be made no less than twice weekly during heavy payment periods and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements will be made by check or wire transfer, subject to the City bearing any wire-transfer fee required by the agreement then in effect between Brazoria County and its County Depository.

VI.

The Tax Assessor-Collector will provide the City with monthly and annual reports as required by Texas Property Tax Code 31.10.

VII.

The Tax Assessor-Collector will provide the City with annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the “system” is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards No. 44, “Special-Purpose Reports on Internal Accounting Control at Service Organizations,” as issued by the American Institute of Certified Public Accountants.

VIII.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of delinquent taxes and PID assessments, as provided in Texas Property Tax Code Section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the **City** and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments.

IX.

The Tax Assessor-Collector agrees to provide a copy of existing bonds required by Texas Property Tax Code 6.28.

X.

This agreement is intended to be in furtherance of and subject to the provisions of Chapter 6 of the Texas Property Tax Code, all other relevant Tax Code provisions, and Section 372.0175 of Texas Local Government Code generally, and all other Statutory or Regulatory authority governing the activities and relationship of the County and the City. If there be any conflict the rule of law shall prevail over any contrary provision expressed herein.

This agreement shall be effective **September 1, 2022** and shall remain in full force and effect through **September 30, 2023**, and shall automatically renew annually thereafter. Either party may terminate the agreement by giving notice within ninety (90) days of renewal date.

XI.

This agreement constitutes the entire agreement between City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

If any term, provision, covenant, or condition of this agreement, because of statutory or common law changes and or a holding by a court of competent jurisdiction is found to be invalid, void, or unenforceable, to the extent practicable, this agreement shall remain in full force. Should such changes so alter the terms of the agreement to render performance impractical/impossible, the agreement will cease and any charges due prorated. Such invalidity will not be considered a breach by either party.

Any provision which by their current terms survive termination of this agreement shall bind, the successors in office.

The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.

This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

This agreement may be executed in multiple counterparts each of which constitutes an original.

Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

In the event of an extraordinary circumstance or situation that prevents both parties from performing, both City and County are free from any obligation under this agreement, except any charges accrued up to the extraordinary event remain due and owing.

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

By: _____
Kristin Bulanek
Tax Assessor Collector

By: _____
City of Angleton



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 25, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the 2023 employee benefits.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$2,476,161 **FUNDS REQUESTED:** \$1,649,430

FUND: xxx-xx-140

EXECUTIVE SUMMARY:

Each year during employee benefits open enrollment, the city offers medical, dental, and vision insurance along with ancillary products to all full-time and permanent part-time employees.

Historically, the city has contributed to the enrolled members' medical and dental coverage.

The city has held coverage for medical, dental, and vision insurance through United Healthcare since 2011.

Over the previous twelve (12) months, the City's medical plans' claims to premium ratio have averaged 113.36% per month.

The city's consultant is HUB International. The City published an RFP for the above products which was posted in The Facts for two weeks on September 15 and 22, 2022, with responses going to the HUB consultant Mr. Julian Fontana; responses to the RFP were due no later than October 13, 2022.

Dental and Vision

The city received nine (9) responses each to the dental and vision coverage. The incumbent, UHC was one of the top three (3) bidders. UHC offered a rate reduction of -9% for the dental plan with a two (2) year rate guarantee and offered a rate pass for the vision plan.

Medical

The City received three (3) responses to the medical plans (PPO and HSA), and the HUB conducted a cost-benefit analysis as well as a plan disruption review. The top responses for the medical coverage were Aetna, whose bid came in at 18.5% higher than the current plan, BCBS, whose bid came in at -7.98% lower than the current plan, and the incumbent, UHC, whose bid was 19% higher than the current cost.

The staff narrowed the medical plan choices to three (3) for the PPO Plan which currently has 138 enrolled members.

2023 PPO Plan

<i>In Network</i>	BCBS-Option A	BCBS-Option B	BCBS-Option C
Individual Deductible	\$500	\$1,000	\$1,000
Family Deductible	\$1,000	\$2,000	\$2,000
Monthly Employee Only Premium	\$25	\$25	\$50

- A. BCS PPO Plan with no change to the employee-only premium of \$25.00 per month, with no change to the in-network individual deductible of \$500 and a family in-network deductible of \$1,000. (pg. 29 of the presentation)
- B. BCS PPO Plan with no change in the employee-only premium of \$25.00 per month, with a change in the in-network individual deductible to \$1,000 and a family in-network deductible to \$2,000. (pg. 28 of presentation)
- C. BCBS PPO Plan with an increase in the employee-only premium to \$50 per month and an in-network individual deductible to \$1,000 and a family in-network deductible to \$2,000. (pg. 30 of the presentation)

As part of the Classification and Compensation Study which rolled out in 2019, the PPO health plan deductibles were under market. If the city elects a \$1,000.00 deductible on the PPO plan the city's plan will still be under the market.

2023 H.S.A Plan

<i>In Network</i>	BCBS-Option A	BCBS-Option B
Individual Deductible	\$3,100	\$3,100
Family Deductible	\$6,200	\$6,200
Monthly Employee Only Premiums	\$0.00	\$0.00
City HSA Contribution	\$1,500	\$2,000

The H.S.A Plan must move from a \$2,800 individual deductible to \$3,100, and the family deductible must move from \$5,600 to \$6,200 based on the new IRS rules. There are currently six (6) enrolled members.

In the calendar year 2022, the city contributed \$1,500 per year to the Health Savings Account for each enrolled member of the H.S.A plan. The city might consider could increase this contribution in the calendar year 2023, to \$2,000. There would be no increase in cost, and this would be offset and would go to the H.S.A account instead of the premiums on the PPO.

RECOMMENDATION:

The staff recommends BCBS for the medical plan carrier for the calendar year 2023, and UHC for the dental for 2023 and 2024 under the rate guarantee and vision coverage for the calendar year 2023. Staff also recommends an increase in the contribution to \$2,000.00 to enrolled members' H.S.A accounts.

HUB

Risk & Insurance | Employee Benefits | Retirement & Private Wealth

City of Angleton Group Medical, Dental, Vision and Life AD&D RFP Summary

Senior Vice President, Public Sector – Brent Weegar

Senior Account Executive – Julian Fontana

Account Manager – Mike Weaver

Caroline Smith – Marketing Specialist

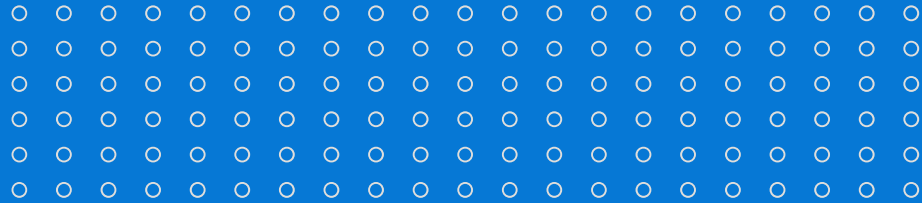


Agenda

- 1 | RFP Overview & Summary
- 2 | RFP Vendor Responses
- 3 | Medical Plan Experience & Proposal Summary
- 4 | Dental and Vision Proposal Summary
- 5 | Group Life AD&D Proposal Summary

Appendix – Public Sector Medical Plan Benchmarking
2023 Medical Plan Premium and Cost Share Options

1



RFP Overview & Summary



This presentation summarizes the results of an RFP conducted by HUB International on behalf of the City of Angleton to assess vendors to provide and administer the following benefits effective January 1, 2023:

- Group Medical, Dental, Vision, Life AD&D and Voluntary Life AD&D

The RFP was conducted with the following objectives in mind:

- Aligns with the City of Angleton’s objectives and is supported by City Management and City Council;
- Demonstrated superior member service and claims processing;
- Ability to proactively meet the City of Angleton’s service needs;
- Willingness, experience and capability to effectively administer the programs;
- Support during the implementation process;
- Options to manage costs.

RFP Summary

Medical

The Medical renewal/proposal offer from UHC was an increase of +19% (\$341,330). The proposal response from Aetna was a +18.5% increase and BCBS provided the most competitive offer with a decrease of -7.98% (\$-143,281) from current. BCBS also provided an alternative PPO plan with a \$1,000 deductible versus the current \$500 deductible that is a combined decrease of -11.91% (\$-213,983) from current for consideration. The \$1,000 deductible PPO plan proposed is more closely aligned with public sector benchmarks.

Dental

The Dental renewal/proposal offer from UHC was a -9% (\$5,229) decrease from current. A proposal received from Delta Dental was a -15% (\$8,713) decrease and Cigna offered a -5.73% (\$3,327) decrease from current.

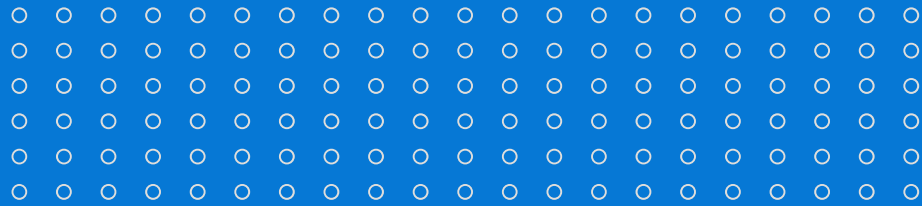
Vision

The Vision renewal/proposal offer from UHC was no change or 0% increase from current. A proposal received from CEC Vision was a -41% (-\$3,753) decrease and Avesis offered a -13% (\$1,236) decrease from current.

Life AD&D and Voluntary Life AD&D

The Life AD&D renewal/proposal offer from BCBS was no change or increase from current. A proposal from Ochs was a decrease of -48% (-\$1,592) and Mutual of Omaha a offered a -33% (\$1,087) decrease from current. The City is considering increasing the Basic Life AD&D benefit for Employees from \$15,000 to \$25,000 to align closer to public sector benchmarks.

2



Vendor Responses



Vendor Responses

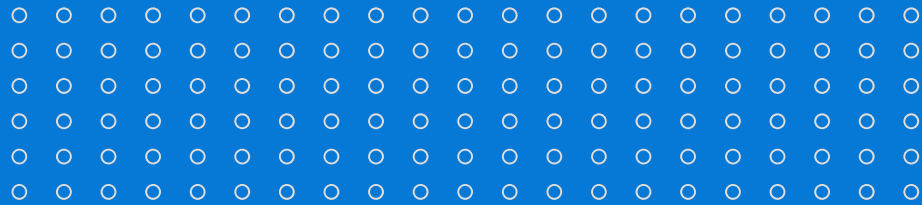
MEDICAL	
UHC (Incumbent)	Responded
Aetna	Responded
BCBS	Responded

DENTAL	
UHC (Incumbent)	Responded
BCBS	Responded
Cigna	Responded
Delta Dental	Responded
Dental Select	Responded
Equitable	Responded
MetLife	Responded
Aetna	Responded
BCBS	Responded

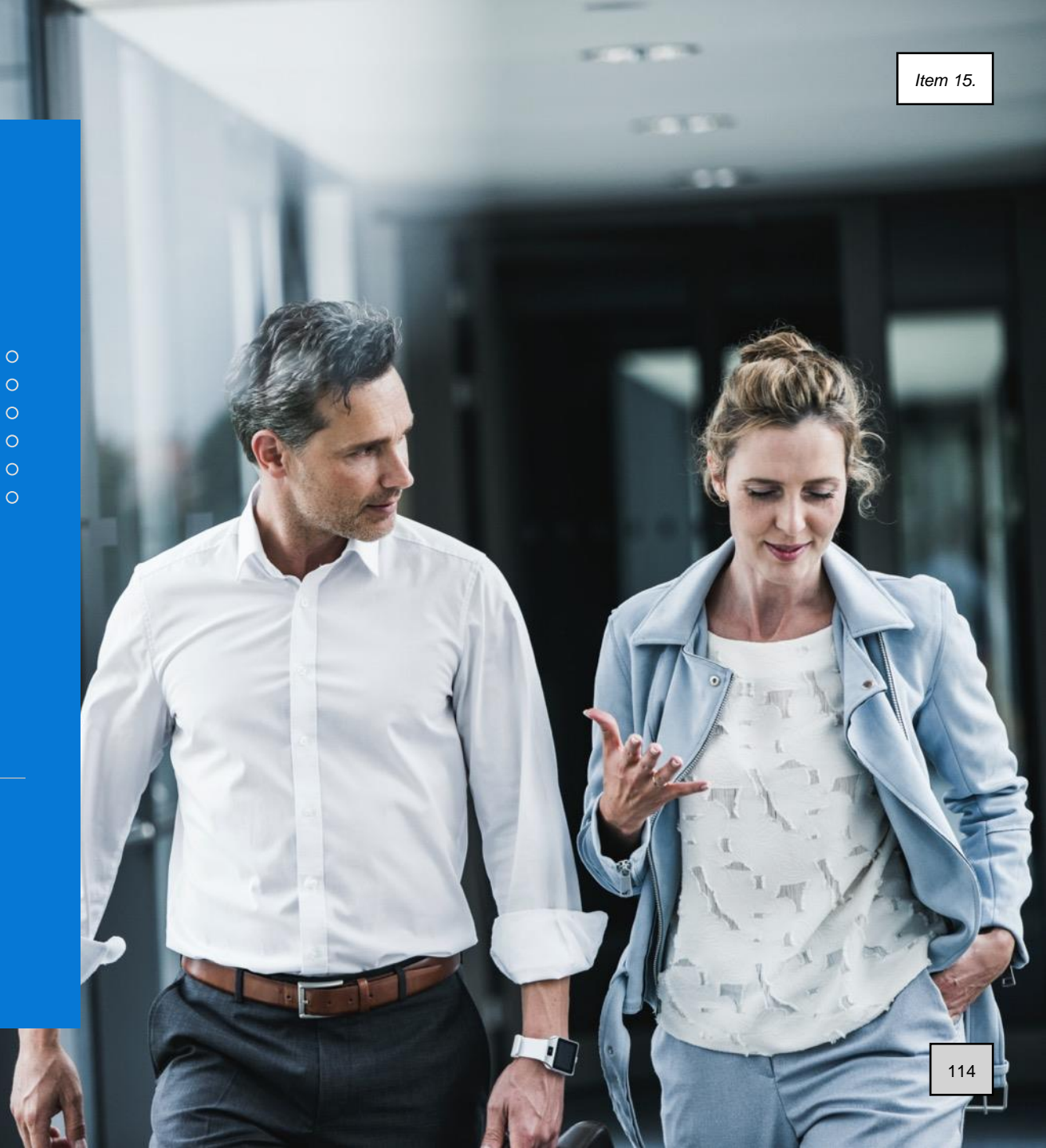
VISION	
UHC (Incumbent)	Responded
Avesis	Responded
BCBS	Responded
CEC Vision	Responded
Cigna	Responded
Dental Select/Eye Med	Responded
Equitable	Responded
MetLife	Responded
Mutual of Omaha	Responded

LIFE AD&D	
BCBS (Incumbent)	Responded
MetLife	Responded
Mutual of Omaha	Responded
New York Life	Responded
Ochs	Responded
Prudential	Responded
UHC	Responded

3



Medical Plan Experience & Proposal Summary



Medical Plan Experience 7/2020 – 6/2022

Year/Month	Members	Premium	Medical Claims	Pharmacy Claims	Total Payments	Claims to Premium Ratio
2020-07	177	\$142,250	\$271,228	\$18,952	\$293,785	206.5%
2020-08	171	\$137,187	\$183,292	\$29,744	\$216,522	157.8%
2020-09	171	\$137,842	\$68,434	\$24,174	\$96,093	69.7%
2020-10	169	\$134,750	\$246,337	\$25,608	\$275,470	204.4%
2020-11	176	\$141,010	\$87,864	\$34,438	\$125,947	89.3%
2020-12	176	\$143,185	\$188,223	\$25,187	\$217,056	151.6%
2021-01	172	\$140,376	\$66,480	\$31,872	\$102,066	72.7%
2021-02	169	\$136,624	\$77,051	\$11,704	\$92,384	67.6%
2021-03	172	\$139,439	\$101,350	\$28,511	\$133,554	95.8%
2021-04	169	\$134,756	\$123,451	\$30,510	\$157,547	116.9%
2021-05	170	\$134,375	\$295,970	\$23,846	\$323,423	240.7%
2021-06	165	\$131,844	\$50,744	\$47,882	\$102,127	77.5%
2021-07	165	\$131,471	\$171,000	\$31,409	\$205,910	156.6%
2021-08	169	\$135,221	\$147,543	\$11,252	\$162,361	120.1%
2021-09	165	\$132,410	\$111,298	\$12,511	\$127,353	96.2%
2021-10	165	\$132,407	\$50,552	\$14,024	\$68,098	51.4%
2021-11	161	\$128,658	\$73,379	\$34,158	\$110,974	86.3%
2021-12	165	\$66,602	\$104,466	\$29,554	\$137,543	206.5%
2022-01	164	\$145,888	\$119,768	\$32,431	\$156,242	107.1%
2022-02	177	\$156,092	\$145,604	\$51,143	\$200,954	128.7%
2022-03	169	\$153,047	\$87,465	\$55,199	\$146,683	95.8%
2022-04	165	\$149,236	\$73,866	\$40,002	\$117,793	78.9%
2022-05	166	\$148,231	\$109,832	\$53,532	\$167,311	112.9%
2022-06	166	\$148,913	\$129,923	\$44,575	\$178,445	119.8%

Affordable Care Act (ACA) target Premium to Claims Ratio = 85%

Medical Renewal and Closest Matching Benefits

	UHC - proposed		CLOSEST MATCHING PLANS		CLOSEST MATCHING PLANS	
	PPO (BCYB)	HSA (CT4E)	Aetna - proposed PPO (OA POS TX21)	Aetna - proposed HSA (OA POS TX21)	BCBS - proposed PPO (MTBCP006)	BCBS - proposed HSA (MTBCP319H)
Deductible		Embedded Deductible		Embedded Deductible		Embedded Deductible
In-Network	\$500 Ind./ \$1,000 Fam.	\$3,000 Ind./ \$6,000 Fam.	\$500 Ind./ \$1,000 Fam.	\$3,000 Ind./ \$6,000 Fam.	\$500 Ind./ \$1,000 Fam.	\$3,100 Ind./ \$6,200 Fam.
Non-Network	\$1,000 Ind./ \$2,000 Fam.	\$5,000 Ind./ \$10,000 Fam.	\$15,000 Ind./ \$45,000 Fam.	\$15,000 Ind./ \$45,000 Fam.	\$1,500 Ind./ \$3,000 Fam.	\$6,200 Ind./ \$12,400 Fam.
Out Of Pocket Max		Includes Deductible		Includes Deductible		Includes Deductible
In-Network	\$3,500 Ind. / \$7,000 Fam.	\$6,350 Ind. / \$12,700 Fam.	\$3,500 Ind. / \$7,000 Fam.	\$6,350 Ind. / \$12,700 Fam.	\$3,000 Ind. / \$9,000 Fam.	\$6,200 Ind. / \$12,400 Fam.
Non-Network	\$6,850 Ind. / \$13,700 Fam.	\$10,000 Ind. / \$20,000 Fam.	\$30,000 Ind. / \$90,000 Fam.	\$30,000 Ind. / \$90,000 Fam.	Unlimited	Unlimited
Coinsurance						
In-Network	80%	80%	80%	80%	80%	80%
Non-Network	60%	60%	50%	50%	60%	60%
Physician Office Visit						
In-Network	\$35 Copay	Ded./ 80%	\$35 Copay	Ded./ 80%	\$30 Copay	Ded./ 80%
Non-Network	Ded./ 60%	Ded./ 60%	Ded./ 50%	Ded./ 50%	Ded./ 60%	Ded./ 60%
Specialist Office Visit						
In-Network	\$35 or \$70 Copay	Ded./ 80%	\$70 Copay	Ded./ 80%	\$60 Copay	Ded./ 80%
Non-Network	Ded./ 60%	Ded./ 60%	Ded./ 50%	Ded./ 50%	Ded./ 60%	Ded./ 60%
Hospital In-Patient/Out-Patient						
In-Network	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%
Non-Network	Ded./ 60%	Ded./ 60%	Ded./ 50%	Ded./ 50%	Ded./ 60%	Ded./ 60%
Urgent Care						
In-Network	\$50 Copay	Ded./ 80%	\$75 Copay	Ded./ 80%	\$75 Copay	Ded./ 80%
Non-Network	Ded./ 60%	Ded./ 60%	Ded./ 50%	Ded./ 50%	Ded./ 60%	Ded./ 60%
Emergency Room						
In-Network	\$100 Copay	Ded./ 80%	\$100 Copay, then 20%	Ded./ 80%	\$500 Copay, then 20%	Ded./ 80%
Non-Network	\$100 Copay	Ded./ 80%	\$100 Copay, then 20%	Ded./ 50%	\$500 Copay, then 20%	Ded./ 80%
Prescriptions		After the deductible:		After the deductible:		After the deductible:
Network Retail Pharmacy	\$10/\$35/\$60	\$10/\$35/\$70	\$10/\$35/\$70	\$10/\$35/\$70	\$0/\$10/\$50/\$100	90%/90%/80%/70%
Network Mail Order	\$25/\$87.50/\$150	\$25/\$87.50/\$175	\$25/\$87.50/\$175	\$25/\$87.50/\$175	\$0/\$20/\$100/\$200	90%/90%/80%/70%
Specialty Drugs	NA	\$150/\$500	\$200/\$200	\$200/\$200	\$150/\$250	60%/50%

Medical Renewal and Closest Matching Benefits (Premiums)

Current Plans

MEDICAL PLAN FINANCIALS	PPO	HSA
Employee Only	97	7
Employee & Spouse	0	0
Employee & Child(ren)	15	0
Employee & Family	5	0
Enrollment By Plan	117	7
Total Monthly Premium		
Total Annual Premium		
Combined Annual Premium		
\$ Change from Current		
% Change from Current		
Rate Guarantee		
Effective Date		

UHC - proposed	UHC - proposed
PPO (BCYB)	HSA (CT4E)
\$1,282.99	\$976.53
\$2,565.99	\$1,953.07
\$2,052.80	\$1,562.46
\$3,207.50	\$2,441.34
\$171,280	\$6,836
\$2,055,354	\$82,029
\$2,137,383	
\$341,330	
19.00%	
12 months	12 months
1/1/2023	1/1/2023

Aetna - proposed	Aetna - proposed
PPO (OA POS TX21)	HSA (OA POS TX21)
\$1,273.66	\$1,045.68
\$2,547.33	\$2,091.38
\$2,037.86	\$1,673.11
\$3,184.17	\$2,614.22
\$170,034	\$7,320
\$2,040,405	\$87,837
\$2,128,242	
\$332,190	
18.50%	
12 months	12 months
1/1/2023	1/1/202

BCBS - proposed	BCBS - proposed
PPO (MTBCP006)	HSA (MTBCP319H)
\$928.85	\$686.24
\$1,861.86	\$1,375.55
\$1,908.19	\$1,409.77
\$2,841.20	\$2,099.08
\$132,927	\$4,804
\$1,595,128	\$57,644
\$1,652,772	
-\$143,281	
-7.98%	
12 months	12 months
1/1/2023	1/1/202

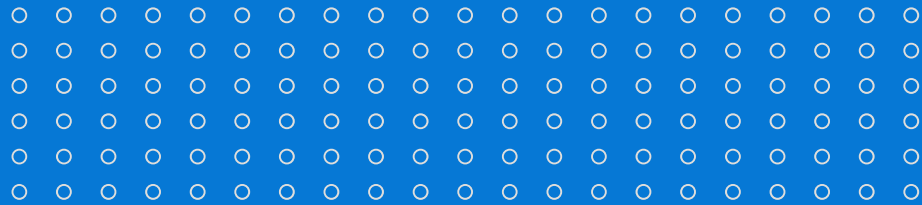
Medical Alternate Plan Proposed Benefits

	UHC - proposed alt PPO \$1,500 (BCYE)	UHC - proposed alt HSA (CT4J)	UHC - proposed alt EPO \$1,500 (BCZX)	UHC - proposed alt EPO HSA (AGYB)	BCBS - proposed alt PPO \$1,000 (MTBCP011)	BCBS - proposed alt HSA (MTBCP319H)
Deductible		Embedded Deductible		Embedded Deductible		Embedded Deductible
In-Network	\$1,500 Ind./ \$3,000 Fam.	\$3,500 Ind./ \$7,000 Fam.	\$1,500 Ind./ \$3,000 Fam.	\$3,000 Ind./ \$6,000 Fam.	\$1,000 Ind./ \$2,000 Fam.	\$3,100 Ind./ \$6,200 Fam.
Non-Network	\$5,000 Ind./ \$10,000 Fam.	\$5,000 Ind./ \$10,000 Fam.	NA	NA	\$2,000 Ind./ \$3,000 Fam.	\$6,200 Ind./ \$12,400 Fam.
Out Of Pocket Max	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible
In-Network	\$5,000 Ind./ \$10,000 Fam.	\$6,350 Ind. / \$12,700 Fam.	\$5,000 Ind. / \$10,000 Fam.	\$6,350 Ind. / \$12,700 Fam.	\$4,000 Ind. / \$12,000 Fam.	\$6,200 Ind. / \$12,400 Fam.
Non-Network	\$10,000 Ind. / \$20,000 Fam.	\$10,000 Ind. / \$20,000 Fam.	NA	NA	Unlimited	Unlimited
Coinsurance						
In-Network	80%	80%	80%	80%	80%	80%
Non-Network	50%	50%	NA	NA	60%	60%
Physician Office Visit						
In-Network	\$25 Copay	Ded./ 80%	\$25 Copay	Ded./ 80%	\$30 Copay	Ded./ 80%
Non-Network	Ded./ 50%	Ded./ 50%	NA	NA	Ded./ 60%	Ded./ 60%
Specialist Office Visit						
In-Network	\$25 or \$50 Copay	Ded./ 80%	\$25 or \$50 Copay	Ded./ 80%	\$60 Copay	Ded./ 80%
Non-Network	Ded./ 50%	Ded./ 50%	NA	NA	Ded./ 60%	Ded./ 60%
Hospital In-Patient/Out-Patient						
In-Network	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%	Ded./ 80%
Non-Network	Ded./ 50%	Ded./ 50%	NA	NA	Ded./ 60%	Ded./ 60%
Urgent Care						
In-Network	\$75 Copay	Ded./ 80%	\$75 Copay	Ded./ 80%	\$75 Copay	Ded./ 80%
Non-Network	Ded./ 50%	NA	NA	NA	Ded./ 60%	Ded./ 60%
Emergency Room						
In-Network	\$250 Copay, then 20%	Ded./ 80%	\$250 Copay, then 20%	Ded./ 80%	\$500 Copay, then 20%	Ded./ 80%
Non-Network	\$250 Copay, then 20%	Ded./ 80%	\$250 Copay, then 20%	Ded./ 80%	\$500 Copay, then 20%	Ded./ 80%
Prescriptions		After the deductible:		After the deductible:		After the deductible:
Network Retail Pharmacy	\$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60	\$0/\$10/\$50/\$100	90%/90%/80%/70%
Network Mail Order	\$25/\$87.50/\$150	\$25/\$87.50/\$150	\$25/\$87.50/\$150	\$25/\$87.50/\$150	\$0/\$20/\$100/\$200	90%/90%/80%/70%
Specialty Drugs	NA	NA	NA	NA	\$150/\$250	60%/50%

Medical Alternate Plan Proposed Premiums

			UHC - proposed alt	UHC - proposed alt	UHC - proposed alt	UHC - proposed alt	BCBS - proposed alt	BCBS - proposed alt
MEDICAL PLAN FINANCIALS	PPO	HSA	PPO \$1,500 (BCYE)	PPO HSA (CT4J)	EPO \$1,500 (BCZX)	EPO HSA (AGYB)	PPO \$1,000 (MTBCP011)	HSA (MTBCP319H)
Employee Only	97	7	\$1,269.55	\$960.00	\$1,214.09	\$935.71	\$887.68	\$686.24
Employee & Spouse	0	0	\$2,539.11	\$1,920.01	\$2,428.19	\$1,871.43	\$1,779.34	\$1,375.55
Employee & Child(ren)	15	0	\$2,031.29	\$1,536.02	\$1,942.56	\$1,497.15	\$1,823.61	\$1,409.77
Employee & Family	5	0	\$3,173.90	\$2,400.01	\$3,035.25	\$2,339.29	\$2,715.27	\$2,099.08
Enrollment By Plan	117	7						
Total Monthly Premium			\$169,485	\$6,720	\$162,081	\$6,550	\$127,035	\$4,804
Total Annual Premium			\$2,033,822	\$80,640	\$1,944,977	\$78,600	\$1,524,426	\$57,644
Combined Annual Premium			\$2,114,462		\$2,023,576		\$1,582,070	
\$ Change from Current			\$318,410		\$227,523		-\$213,983	
% Change from Current			17.73%		12.67%		-11.91%	
Rate Guarantee			12 months	12 months	12 months	12 months	12 months	12 months
Effective Date			1/1/2023	1/1/2023	1/1/2023	1/1/2023	1/1/2023	1/1/202

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Dental and Vision Proposal Summary



Dental Renewal and Closest Matching Benefits

DENTAL BENEFITS	UHC	Delta Dental	Cigna
	Current/Proposed	Proposed	Proposed
Type I – Preventive Services	100%	100%	100%
Waiting Period	None	None	None
Oral Examinations	2 times every 12 months	2 times every 12 months	2 times every 12 months
X-rays			
- Bite Wings Frequency	1 every 12 months	1 every 36 months	2 every 12 months
- Full Mouth Frequency	1 every 36 months	1 every 36 months	1 every 36 months
Cleanings	2 every 12 months	2 every 12 months	2 every 12 months
Topical Fluoride Treatment	2 times every 12 months under age 16	2 times every 12 months under age 19	1 every 12 months under age 19
Space Maintainers	Type I: 1 per consecutive 60 months under age 16	Type I: 1 per consecutive 60 months under age 14	Type I: 1 per consecutive 60 months under age 14
Sealants	Type I: 1 per tooth every 36 consecutive months to age 16 on	Type I: 1 per tooth every 36 consecutive months to age 15 on	Type I: 1 per tooth every 36 consecutive months to age 14 on
Type II – Basic Services	Ded. / 80%	Ded. / 80%	Ded. / 80%
Waiting Period	None	None	None
Fillings			
- Amalgam	Type II	Type II	Type II
- Composite	Type II	Type II	Type II
General Anesthesia	Type II	Type II	Type II
Palliative Treatment (Relief of Pain)	Type II	Type II	Type II
Type III – Major Services	Ded. / 50%	Ded. / 50%	Ded. / 50%
Waiting Period	None	None	None
Root Canal Treatment	Type III	Type III	Type III
Periodontic Maintenance	Type III	Type III	Type III
Extractions	Type III	Type III	Type III
Crowns	Type III	Type III	Type III
Partial or Complete Dentures	Type III	Type III	Type III
Implants	Type III	Type III	Type III
Dental Annual Maximum	\$1,500	\$1,500	\$1,500
Calendar Year Deductible	Applies to II, III	Applies to II, III	Applies to II, III
Individual	\$50	\$50	\$50
Family	\$150	\$150	\$150
UCR Out of Network Percentile	90th	90th	90th
Type IV - Orthodontia	50%	50%	50%
Waiting Period	None	None	None
Orthodontia Lifetime Maximum	\$1,000	\$1,000	\$1,000
Orthodontia Eligibility	Children to Age 19	Children to Age 19	Children to Age 26

Dental Renewal and Closest Matching Benefits (Premiums)

FINANCIALS		UHC	Delta Dental	Cigna
MONTHLY PREMIUM	EE's	Current/Proposed	Proposed	Proposed
Employee Only	88	\$23.86	\$22.29	\$24.72
Employee + Spouse	8	\$56.30	\$52.59	\$58.32
Employee + Child(ren)	15	\$43.38	\$40.52	\$44.94
Employee + Family	15	\$80.36	\$75.06	\$83.25
	126			
Monthly Premium		\$4,406	\$4,116	\$4,565
Annual Premium		\$52,875	\$49,391	\$54,777
\$ Change from Current		(\$5,229)	(\$8,713)	(\$3,327)
% Change from Current		-9.00%	-15.00%	-5.73%
Effective Date		1/1/2023	1/1/2023	1/1/2023

Vision Renewal and Closest Matching Benefits

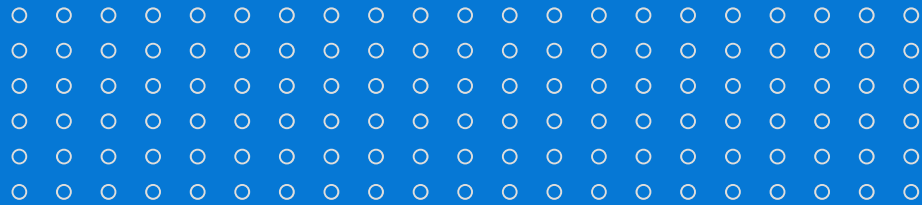
VISION BENEFITS	UHC-V0013	UHC-V1008	CEC Vision	CEC Vision	Avisis
	Proposed - Eye Exam	Proposed	Proposed -Eye Exam	Proposed \$150 Plan	Proposed
Annual Eye Exam					
Network	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Non-Network	Up to \$40	N/A	Up to \$50	Up to \$50	Up to \$35
Materials Copay	N/A	\$25	N/A	\$25	\$25
Frames / Lenses*					
Single Vision - Network/Non-Network	N/A	100% / Up to \$40	N/A	\$10 copay / Up to 85% of allowance minus copay	\$25 copay / Up to \$25
Bifocal Lenses - Network/Non-Network	N/A	100% / Up to \$60	N/A	\$10 copay / Up to 85% of allowance minus copay	\$25 copay / Up to \$40
Trifocal Lenses - Network/Non-Network	N/A	100% / Up to \$80	N/A	\$10 copay / Up to 85% of allowance minus copay	\$25 copay / Up to \$50
Retail Frame Allowance - Network/Non-Network	N/A	\$130 Allowance / Up to \$45	N/A	\$10 copay / Up to 85% of allowance minus copay	\$130 Allowance / Up to \$45
Contacts					
Network					
Medical Necessary	N/A	Covered in Full	N/A	Covered in Full	Covered in Full
Elective	N/A	Up to \$105	N/A	Up to \$150	Up to \$130
Non-Network					
Medical Necessary	N/A	Up to \$210	N/A	Up to 85% of \$150 allowance copay	Up to \$250
Elective	N/A	Up to \$105	N/A	Up to 85% of \$150 allowance copay	Up to \$110
Lasik Benefit	N/A	15% off Standard Prices 5% off Promotional Prices	N/A	Up to 50% discount through qualsight providers	\$150 Allowance plus up to 25% off
Exam Frequency	12 months	12 months	12 months	12 months	12 months
Lens Frequency	N/A	12 months	N/A	12 months	12 months
Frames Frequency	N/A	24 months	N/A	12 months	24 months
Participation Requirements	75% of eligible ees	None		None	None

Vision Renewal and Closest Matching Benefits (Premiums)

FINANCIALS	UHC-V0013	UHC-V1008	CEC Vision	CEC Vision	Avesis
MONTHLY PREMIUMS	Proposed - Eye Exam	Proposed	Proposed - Eye Exam	Proposed	Proposed
Employee Only	\$1.57	\$4.55	\$0.92	\$3.39	\$4.06
Employee + Spouse	\$1.57	\$9.72	\$0.92	\$7.24	\$8.66
Employee + Child(ren)	\$1.57	\$10.26	\$0.92	\$7.64	\$9.15
Employee + Family	\$1.57	\$16.14	\$0.92	\$12.03	\$14.39
Monthly Premium	\$21.98	\$749.37	\$100.28	\$358.35	\$668.34
Annual Premium	\$9,256.20		\$5,503.53		\$8,020.08
\$ Change from Current	\$0.00		-\$3,753		-\$1,236
% Change from Current	0%		-41%		-13%
Effective Date	1/1/2023	1/1/2023	1/1/2023	1/1/2023	1/1/2023

Eye Exam plan not offered

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Group Life AD&D Proposal Summary



Group Life AD&D Benefits

BASIC LIFE BENEFITS	Current/Proposed BCBS/Dearborn	Proposed Ochs	Proposed Mutual of Omaha
BASIC LIFE BENEFITS			
Class Description	All Active Full Time Employees	All Active Full Time Employees	All Active Full Time Employees
Definition of Earnings	N/A	N/A	N/A
Basic Life Schedule	\$15,000	\$15,000	\$15,000
Maximum Benefit	\$15,000	\$15,000	\$15,000
Guarantee Issue Amount	\$15,000	\$15,000	\$15,000
Age Reduction Schedule	35% @ 65 50% @ 70	35% @ 65 50% @ 70	35% @ 65 50% @ 70
Terminates at Retirement	Yes	Yes	Yes
Waiver of Premium	Included	Included	Included
Accelerated Death Benefit	80% of benefit amount	80% of benefit amount	80% of benefit amount
Bereavement Counseling	Included	Included	Included
Suicide Clause	Included	Included	Included
Conversion	Included	Included	Included
Spouse Amount	\$10,000	\$10,000	\$10,000
Child(ren) Amount	\$500-\$2,000	\$500-\$2,000	\$500-\$2,000

Group Life AD&D Premiums \$15,000 Benefit

	Current/Proposed	Proposed	Proposed
FINANCIALS / PREMIUMS	BCBS/Dearborn	Ochs	Mutual of Omaha
Covered Life AD&D Volume	\$2,106,000	\$2,106,000	\$2,106,000
EE Rate (per \$1,000) - Life	\$0.113	\$0.050	\$0.070
EE Rate (per \$1,000) - AD&D	\$0.017	\$0.017	\$0.017
Basic Dependent Life	\$1.165	\$1.370	\$1.250
Life Monthly Premium	\$237.98	\$105.30	\$147.42
AD&D Monthly Premium	\$35.80	\$35.80	\$35.80
Combined Monthly Premium	\$273.78	\$141.10	\$183.22
Combined Annual Premium	\$3,285.36	\$1,693.22	\$2,198.66
\$ Difference	NA	(\$1,592)	(\$1,087)
% Difference	NA	-48%	-33%
Effective Date	1/1/2023	1/1/2023	1/1/2023
Rate Guarantee	2 years	3 years	2 years
AM Best Rating	A	A+	A+

Group Life AD&D Premiums \$25,000 Benefit

	Current/Proposed	Alternate \$25,000
FINANCIALS / PREMIUMS	BCBS/Dearborn	BCBS/Dearborn
Covered Life AD&D Volume	\$2,100,000	\$3,500,000
EE Rate (per \$1,000) - Life	\$0.113	\$0.113
EE Rate (per \$1,000) - AD&D	\$0.017	\$0.017
Basic Dependent Life	\$1.165	\$1.165
Life Monthly Premium	\$237.30	\$395.50
AD&D Monthly Premium	\$35.70	\$59.50
Combined Monthly Premium	\$273.00	\$455.00
Combined Annual Premium	\$3,276.00	\$5,460.00
\$ Difference	NA	\$2,184
% Difference	NA	67%
Effective Date	1/1/2023	1/1/2023
Rate Guarantee	2 years	2 years
AM Best Rating	A	A

Appendix

2022 Medical Plan Benefits Benchmarking

	Benchmark		City of Angleton	
Number of Enrolled Employees			127	
Plans Offered			2	
Current Carrier			UHC	
Plan Year	2022		2022	
Plan Type	PPO Plan	HDHP	PPO Plan	HDHP
Subscriber Enrollment			112	15
% of Subscriber Enrollment			88%	12%
	PPO Plan	HDHP	PPO Plan	HDHP
HSA or HRA Contribution	n/a	\$1000 EE \$1,500 FAM	n/a	\$1,500 EE or FAM
Individual Deductible	\$1,791	\$3,007	\$500	\$2,800
Family Deductible	\$3,894	\$6,043	\$1,000	\$5,600
Individual Out of Pocket	\$4,324	\$4,763	\$3,500	\$6,350
Family Out of Pocket	\$9,120	\$9,649	\$7,000	\$12,700
Coinsurance	20%	20%	20%	20%
Office Visits/Specialist	\$25 PCP Copay / \$50 Specialist Copay	Ded./20%	\$35 PCP Copay / \$35 Specialist Copay	Ded./20%
Urgent Care	\$65 Copay	Ded./20%	\$50 Copay	Ded./20%
Emergency Room	\$250 Copay + 20%	Ded./20%	\$100 Copay	Ded./20%
Inpatient Surgery	Ded./20%	Ded./20%	Ded./20%	Ded./20%
Pharmacy - Retail Only	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$70	Ded./20%	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60

2022 Medical Plan Cost Benchmarking

	Average of All Cities		City of Angleton	
Employee Contributions	PPO Plan	HDHP	PPO Plan	HDHP
Employee	\$44	\$18	\$25	\$0
EE + Spouse	\$436	\$323	\$564	\$413
EE + Child	\$298	\$213	\$348	\$247
EE + Family	\$654	\$498	\$833	\$620
Per Capita Cost	Average of All Cities		City of Angleton	
Total Per Capita Cost	\$12,276		\$14,139	
Employer Per Capita Cost	\$10,248		\$13,182	
Employee Per Capita Cost	\$2,029		\$957	
Per Capita Cost	Average of All Cities		City of Angleton	
% Employer Funded	83.5%		93.2%	
% Employee Funded	16.5%		6.8%	

Medical Plan Premium & Cost Share Options



UHC Medical Premiums & Employee Cost Share 2022

PPO \$500 (BCYB)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	117	\$1,077.80	\$1,052.80	97.7%	\$25.00	\$25.00
+ Spouse	0	\$1,077.81	\$538.91	50.0%	\$538.91	\$563.91
+ Children	15	\$646.69	\$323.35	50.0%	\$323.35	\$348.35
+ Family	5	\$1,616.72	\$808.36	50.0%	\$808.36	\$833.36
Premium Contributions	117	\$1,726,639	\$1,584,835	91.8%	\$141,804	
HDHP/HSA PLAN (BTCS)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	7	\$826.36	\$826.36	100.0%	\$0.00	\$0.00
+ Spouse	0	\$826.37	\$413.19	50.0%	\$413.19	\$413.19
+ Children	0	\$495.83	\$247.92	50.0%	\$247.92	\$247.92
+ Family	0	\$1,239.55	\$619.78	50.0%	\$619.78	\$619.78
Premium Contributions	7	\$69,414	\$69,414	100.0%	\$0	
HRA Contributions	7	\$10,500	\$10,500			
Total Contributions Incl HSA	7	\$79,914	\$79,914		\$0	
ER HSA Contribution (EE only)		\$1,500				
ER HSA Contribution (EE + DEP)		\$1,500				
All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	
Total Contributions - All Plans	124	\$1,806,553	1,664,749	92.2%	141,804	
Change from current (\$)		\$0	\$0		\$0	
Change from current (%)		0.0%	0.0%		0.0%	

BCBS Medical Premiums 2023 – Option 1

OPTION 1 - BCBS DUAL OPTION PPO \$1,000 and HDHP/H.S.A - **NO CHANGE TO EMPLOYEE CONTRIBUTIONS**

Enrollment		Unit Costs - Monthly				Total Employee Contribution (\$)
PPO \$1,000 (MTBCP011)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	
Employee	117	\$887.68	\$862.68	97%	\$25.00	\$25.00
+ Spouse	0	\$891.66	\$352.75	40%	\$538.91	\$563.91
+ Children	15	\$935.93	\$612.59	65%	\$323.35	\$348.35
+ Family	5	\$1,827.59	\$1,019.24	56%	\$808.36	\$833.36
Premium Contributions	117	\$1,524,426	\$1,382,622	91%	\$141,803	

HSA (MTBCP319H)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	7	\$686.24	\$686.24	100%	\$0.00	\$0.00
+ Spouse	0	\$689.31	\$276.13	40%	\$413.19	\$413.19
+ Children	0	\$723.53	\$475.62	66%	\$247.92	\$247.92
+ Family	0	\$1,412.84	\$793.07	56%	\$619.77	\$619.77
Premium Contributions	7	\$57,644	\$57,644	100%	\$0	
HRA Contributions	7	\$10,500	\$10,500			
Total Contributions Incl HSA	7	\$68,144	\$68,144		\$0	

ER HSA Contribution (EE only)

\$1,500

ER HSA Contribution (EE + DEP)

\$1,500

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	124	\$1,592,570	1,450,766	91.1%	141,803
Change from current (\$)		-\$213,983	-\$213,983		(\$0)
Change from current (%)		-11.8%	-12.9%		0.0%

BCBS Medical Premiums 2023 – Option 2

OPTION 2 - BCBS DUAL OPTION PPO \$500 and HDHP/H.S.A - **NO CHANGE TO EMPLOYEE CONTRIBUTIONS**

Enrollment		Unit Costs - Monthly				Total Employee Contribution (\$)
PPO \$1,000 (MTBCP011)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	
Employee	117	\$928.85	\$903.85	97%	\$25.00	\$25.00
+ Spouse	0	\$933.01	\$394.11	42%	\$538.91	\$563.91
+ Children	15	\$979.34	\$656.00	67%	\$323.34	\$348.34
+ Family	5	\$1,912.35	\$1,104.00	58%	\$808.36	\$833.36
Premium Contributions	117	\$1,595,128	\$1,453,325	91%	\$141,803	

HSA (MTBCP319H)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	7	\$686.24	\$686.24	100.0%	\$0.00	\$0.00
+ Spouse	0	\$689.31	\$276.13	40%	\$413.19	\$413.19
+ Children	0	\$723.53	\$475.62	66%	\$247.92	\$247.92
+ Family	0	\$1,412.84	\$793.07	56%	\$619.77	\$619.77
Premium Contributions	7	\$57,644	\$57,644	100.0%	\$0	
HRA Contributions	7	\$10,500	\$10,500			
Total Contributions Incl HSA	7	\$68,144	\$68,144		\$0	

ER HSA Contribution (EE only)

\$1,500

ER HSA Contribution (EE + DEP)

\$1,500

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	124	\$1,663,272	1,521,469	91.5%	141,803
Change from current (\$)		(\$143,281)	(\$143,280)		(\$1)
Change from current (%)		-7.9%	-8.6%		0.0%

BCBS Medical Premiums 2023 – Option 3

OPTION 3 - BCBS DUAL OPTION PPO \$1,000 and HDHP/H.S.A - CHANGE EMPLOYEE ONLY COST ON BUY UP PPO TO \$50

Enrollment		Unit Costs - Monthly				Total Employee Contribution (\$)
PPO \$1,000 (MTBCP011)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	
Employee	117	\$887.68	\$837.68	94%	\$50.00	\$50.00
+ Spouse	0	\$891.66	\$377.75	42%	\$513.91	\$563.91
+ Children	15	\$935.93	\$637.59	68%	\$298.35	\$348.35
+ Family	5	\$1,827.59	\$1,044.24	57%	\$783.36	\$833.36
Premium Contributions	117	\$1,524,426	\$1,353,522	89%	\$170,903	

HSA (MTBCP319H)	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	7	\$686.24	\$686.24	100%	\$0.00	\$0.00
+ Spouse	0	\$689.31	\$276.13	40%	\$413.19	\$413.19
+ Children	0	\$723.53	\$475.62	66%	\$247.92	\$247.92
+ Family	0	\$1,412.84	\$793.07	56%	\$619.77	\$619.77
Premium Contributions	7	\$57,644	\$57,644	100%	\$0	
HRA Contributions	7	\$10,500	\$10,500			
Total Contributions Incl HSA	7	\$68,144	\$68,144		\$0	

ER HSA Contribution (EE only)

\$1,500

ER HSA Contribution (EE + DEP)

\$1,500

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	124	\$1,592,570	1,421,666	89.3%	170,903
Change from current (\$)		-\$213,983	-\$243,083		\$29,100
Change from current (%)		-11.8%	-14.6%		20.5%

Thank you.

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AGENDA ITEM SUMMARY FORM

MEETING DATE: October 25, 2022

PREPARED BY: Michelle Perez

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

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

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

This item was tabled at the June 28 and October 11, 2022, Council meeting until a full Council was available to vote.

RECOMMENDATION:

Staff recommends Council elect a MPT.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve a resolution of the City Council of the City of Angleton, Texas, designating a representative and alternate to the Houston-Galveston Area Council 2023 General Assembly.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The city must annually designate representatives to H-GAC. Historically it has been the Mayor and Mayor Pro-Tem.

H-GAC requires Council to designate a person by name so that they know who will be voting on the General Law Cities Representatives and to whom they should send the Officer's Ballot.

RECOMMENDATION:

Staff recommends Council approval.

RESOLUTION NO. 20221025-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.

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

SECTION 1. That _____ be and is hereby designated as it’s Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2023.

SECTION 2. That the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, _____.

SECTION 3. That the executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove name representative and alternate.

PASSED AND APPROVED THIS THE 25TH DAY OF OCTOBER 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Presentations given by E3, Schneider Electric, and Way Service on the Energy Performance Services Request for Qualifications (RFQ) for the City of Angleton Energy Improvements

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking an Energy Performance Service contractor to analyze and perform energy improvements in city facilities and the Waste Water Treatment Plant. They would assist with funding these projects within budget (based on energy savings) and recommend above budget performance upgrades.

There were six RFQ submissions. A board was created to score each submission. See the attached presentations by E3, Schneider Electric, and Way Service.

The board was created by the City Manager and consisted of 6 evaluators of which were 2 Council Members and 4 staff members of various departments. Each evaluator reviewed and scored each respondent's RFQ independently. The rating sheets were collected and totaled by the Assistant City Secretary.

The same board that did the TWDB RFQs did these same rankings. The point of the rankings is to create a top three for the Council ability to interview and make a selection. We wanted to present high-quality proposals for Council review.

We will give them 10 minutes each for presentation with 3 slides each. The same as the TWDB interviews with Council.

There is no timeline for action other than hire them and get started with analysis. They will do an analysis and then present solutions back to Council at some future time. They get paid based on the work they do and how and when we finance the projects.

RECOMMENDATION:

N/A



E3 Entegral Solutions, Inc.

Adam Anders – Business Development Manager
Jared McCurley – Business Development Manager

WE FOCUS OUR ENERGY

ON SAVING YOURS.



Professional Experience

- Adam Anders
 - Member of Port Neches, Texas city council (2013 – present)
 - 18+ years experience in Pharmaceutical Industry
- Jared McCurley – LEED AP, TEMA (Texas Energy Manager Association)
 - 17+ years of utility conservation project experience
 - Has sold and helped develop over \$100M in Facility Improvement Projects.
 - Sweeney ISD, Program Manager - \$2.5M project. Chiller replacement, HVAC upgrades, LED upgrades
 - Needville ISD, Program Manager - \$8M project. HVAC replacement, LED retrofit, 2 – pipe chiller change over. Developed 6 phases over 8 years.
 - Columbia-Brazoria CISD, Program Manager - \$1.2M project developed and implemented over 2 phases.



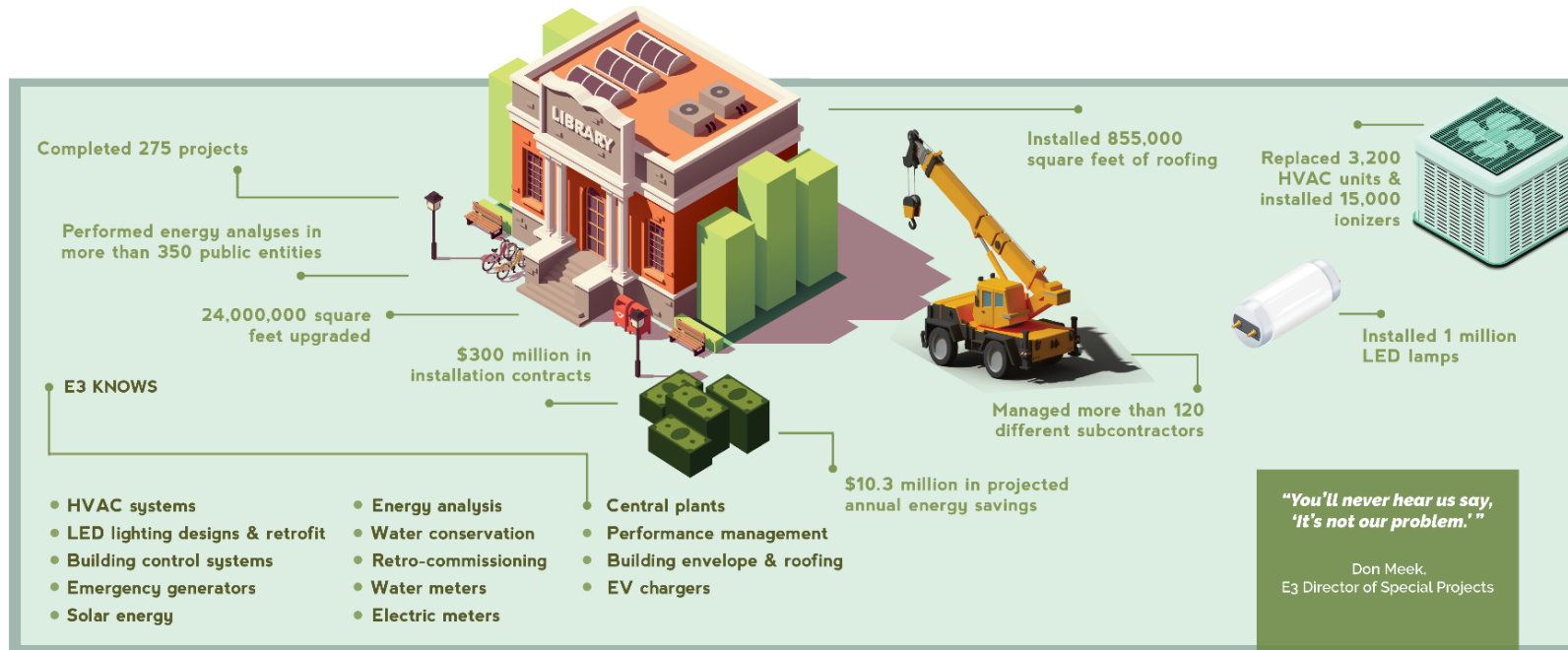
List of SECO Projects – Last 5 Years

SECO LoanSTAR Program-2018-Present

Brenham ISD	Bryan ISD	Caldwell ISD	Cedar Hill ISD	Corsicana ISD
Bushland ISD	Jasper ISD	Rio Hondo ISD	Silsbee ISD	Bellevue ISD
Texas Facilities Commission- ESPC Phase 2 and Phase 4				

SECO LED Grant Program 2021-2022

Hansford County	City of Spearman	Graham ISD	Leary ISD	Spearman ISD
East Bernard ISD	Royal ISD	Wells ISD		





Debra Jones
Sr. Energy Solutions Specialist



Nathan Theaux
Project Development Manager

“We chose Schneider Electric as our partner because we felt that no one came anywhere close to better understanding our true needs and priorities. They were able to address so much more than just saving energy, and truly captured our vision and passion for the community. The incredible Schneider team has not only become an extension of our staff, but are treated like family in Sierra Vista.”

Victoria Yarbrough
Assistant City Manager
City of Sierra Vista

2. Professional Experience Related to Similar Projects



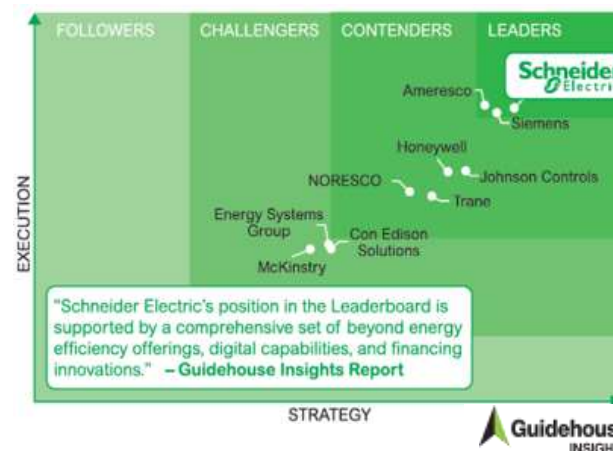
Debra Jones	Nathan Theaux	Richard Sullivan	David Smith	Chase Raska	Keith Keiser	Jess Davis
Sr. Energy Solutions Specialist	Project Development Manager	Electrical Engineer	Wastewater Solutions Architect	Construction Project Manager	Site Superintendent	Client Services Team Leader
26 Years' Experience	19 Years' Experience	12 Years' Experience	23 Years' Experience	17 Years' Experience	11 Years' Experience	12 Years' Experience
Recent Projects - Texas A&M International University - City of Clute - City of Houston - Fort Bend County	Recent Projects - University of North Texas - Texas HHSC - US Coast Guard Puerto Rico - Robinson ISD	Recent Projects - Seymour Johnson - San Felipe Del Rio CISD - Stockton USD - Monroe County Schools	Recent Projects - City of Kingsville - City of Atlanta - City of El Centro - City of Simi Valley - LA Sanitation District	Recent Projects - Texas A&M International University - Webb County - City of Del Rio - Travis County	Recent Projects - Texas A&M International University - City of Houston - Brazosport ISD - La Villa ISD	Recent Projects - Texas A&M International University - University of North Texas - UNT HSC

“Schneider Electric has been one of the best firms we have worked with for years. Throughout the process, the entire team performed in a manner that has been very customer centric.”

Gilberto Lopez
General Services Program Manager
City of Houston

Background Experience and Qualifications

- [#1 Ranked ESCO and Energy-as-a-Service Provider](#) by global industry research firm, Guidehouse Insights
- Nationally, our team has [delivered 900+ energy savings projects](#) (totaling over \$3 billion in contract value) over the last 30 years
- In Texas, our team has experience working together to develop and implement [over \\$226 million in municipal projects](#)



3. List of projects your company has done in the last 5 years

Schneider Electric has been in business since 1836, providing analysis, design, implementation, and installation of energy water, and wastewater efficiency and conservation measures since 1992.

- Performed multiple *municipal* projects of similar size and scope over the past five (5) years, including:

- City of Overland Park, KS
- Chambers County Commission, AL
- City of Lincoln, NE
- City of Natchez, MS
- City of St. Joseph, MO
- Williamson County, TN
- Travis County, TX
- City of Sierra Vista, CA
- Jones County, GA
- City of Show Low, AZ
- City of Simi Valley, CA
- Garrett County, MD
- Morgan County, GA
- City of Fort Scott, KS
- Norton County, KS
- Wilson County, KS
- City of Abilene, TX
- City of Lakeland, FL
- Hale County Commission, AL
- Lamar County, MS
- City of Laurel, MS
- City of Del Rio, TX
- City of Raymondville, TX
- City of El Centro, CA
- City of Gustine, CA
- Webb County, TX
- Colbert County, AL
- City of Monroe, WI
- City of LaPorte, IN
- Etowah County Commission, AL
- City of Atlanta, GA
- Leake County Board of Supervisors, MS
- Nolan County, TX
- City of Sweetwater, TX
- Willingboro Municipal Water Authority, NJ
- Macon-Bibb County, GA
- Swain County, NC
- Bullock County Commission, AL
- County of Placer, CA
- Los Angeles County, LA
- City of Alamo, TX
- Jim Hogg County Water District, TX
- City of Clute, TX
- Neshoba County, MS
- Bedford Regional Water Authority, VA
- Bedford County, PA
- City of Jersey City, NJ
- Town Of Secaucus, NJ
- Valley Sanitary District, CA
- St. Charles County, MO
- Coahoma County, MS



“We selected Schneider Electric after an extensive, nationwide vetting process. I commend Schneider Electric for taking the time to understand and working within the County’s culture and organization processes to make this project a success. My experience with Schneider Electric has shown that this trusted partner will not only meet, but will exceed all expectations. They show what can be achieved when we work together for a common vision.”

John Clark
Facilities Management Assistant Director
Dallas County

Thank You City of Angleton

Life Is On



www.se.com/us/enable



WE UNDERSTAND MUNICIPALITIES

The City of Angleton

OCTOBER 25, 2022

100

YEARS & COUNTING
Way Companies

THE WAY TEAM

OVER 100+ YEARS OF EXPERIENCE COMBINED



60+

Technicians on the road at any given time



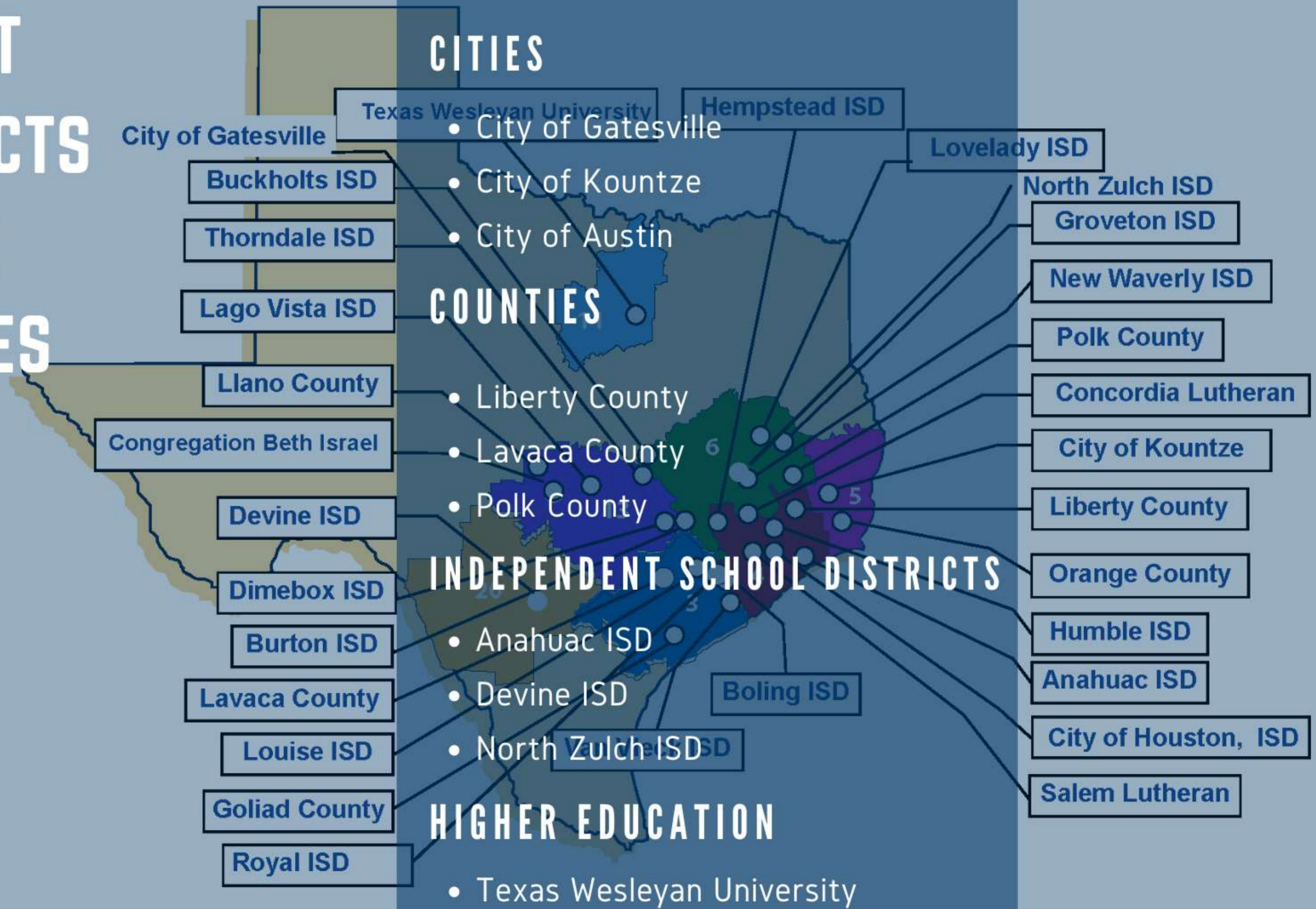
SUPPORT SERVICES

A dedicated team and a 24/7 hotline

- Kim Kruemcke - Business Development
- Jeffrey Lovejoy - V.P. General Manager
- Tim Davis - V.P. Business Development
- Cliff Finely P.E. - Sr. Project Development Engineer
- Maurice Mullins - Project Manager
- Field Team & Support Staff*

**Access to the entire Leadership Team not listed above*

RECENT PROJECTS PUBLIC ENTITIES





AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action to approve one of the top three submissions for the Energy Performance Services RFQ.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking an Energy Performance Service contractor to analyze and perform energy improvements in city facilities and the Waste Water Treatment Plant. They would assist with funding these projects within budget (based on energy savings) and recommend above budget performance upgrades.

There were six RFQ submissions. A board was created to score each submission. See the attached score rating sheets for E3, Schneider Electric, and Way Service.

The board was created by the City Manager and consisted of 6 evaluators of which were 2 Council Members and 4 staff members of various departments. Each evaluator reviewed and scored each respondent's RFQ independently. The rating sheets were collected and totaled by the Assistant City Secretary.

The same board that did the TWDB RFQs did these same rankings. The point of the rankings is to create a top three for the Council ability to interview and make a selection. We wanted to present high-quality proposals for Council review.

There is no timeline for action other than hire them and get started with analysis. They will do an analysis and then present solutions back to Council at some future time. They get paid based on the work they do and how and when we finance the projects.

RECOMMENDATION:

Award one of the top three submissions for the Energy Performance Services RFQ.

Energy Savings Performance Contract Services						
	E3	Ameresco	Performance Services	Schneider Electric	Way Services	Yearout Energy Services
Jeff Sifford	70	62	59	85	68	78
Hector Renteria	90	80	85	90	95	90
Megan Mainer	72	82	62	75	63	59
Glenn LaMont	87	94	94	93	93	73
Cecil Booth	74	71	76	85	78	75
Christiene Daniel	96	91	92	92	97	94
Average	81.50	80.00	78.00	86.67	82.33	78.17
Rank	3	4	6	1	2	5

Energy Performance Rating Sheet

Entity E3

Date of Rating _____

Name of Respondent _____

Evaluator's Name EVALUATOR 1

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>15</u>	
2. Has worked on funded construction projects	15	<u>7</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>8</u> <u>10</u>	
Subtotal, Experience	60	<u>40</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>15</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>40</u>
<input type="checkbox"/> Work Performance	25	<u>15</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>70</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity E3

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 2

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>15</u>	Many ISD's in area
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>10</u>	
4. Extent of experience in financial sourcing	15	<u>10</u>	All over Texas 13 total in Texas SECO - Lone STAR 21 reimbursements
Subtotal, Experience	60	<u>50</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10 -</u>
2. Manages projects within budgetary constraints	5	<u>5 -</u>
3. Work product is of high quality	10	<u>10 -</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>90</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity E3

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 3

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	ASSUMPTION THEY WERE FUNDED
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>10</u> <u>10</u>	GRANTS, LOANS, @ LOW INTEREST RATES
Subtotal, Experience	60	<u>55</u>	

Work Performance (References)

Factor	Max.Pts.	Score	Comments
1. Past projects completed on schedule	10	<u>0</u>	UNKNOWN UNKNOWN UNKNOWN-GIVE ALL 10
2. Manages projects within budgetary constraints	5	<u>0</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>10</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score	Comments
1. Staff Level / Experience of Staff	5	<u>2</u>	NOT DEMONSTRATED
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>0</u>	
Subtotal, Capacity to Perform	15	<u>7</u>	

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>10</u>
<input type="checkbox"/> Capacity to Perform	15	<u>7</u>
Total Score	100	<u>72</u>

Interview Notes:

1. NOTES ON BACK
- 2.
- 3.
- 4.
- 5.
- 6.

NOTES

BIDS EX.

DIDN'T SELL BUSINESS

EVENT PROGRAM

NO CHANGE ORDERS

NO LITIGATION

DON'T LIST TIME IN POSITION - ADAM ANDERS TIME IN POS.

2 PHASE RCTO

Energy Performance Rating Sheet

Entity E3

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 4

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>18</u>	<i>mostly ISD's</i>
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>10</u>	<i>Alvin Bay City Needville Galena Park</i>
Subtotal, Experience	60	<u>53</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10 -</u>
2. Manages projects within budgetary constraints	5	<u>5 -</u>
3. Work product is of high quality	10	<u>10 -</u>
Subtotal, Performance	25	<u>25 -</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	<u>9</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>53</u>
<input type="checkbox"/> Work Performance	25	<u>25 -</u>
<input type="checkbox"/> Capacity to Perform	15	<u>9</u>
Total Score	100	<u>87</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity E3

Date of Rating 9-29-22

Name of Respondent _____

Evaluator's Name EVALUATOR 5

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>0</u> <u>5</u>	<u>All work @ L.S.D.</u> <u>SCHOOL RE-USE</u>
Subtotal, Experience	60	<u>40</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>2</u>
2. Adequacy of Resources	5	<u>2</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>9</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>40</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>9</u>
Total Score	100	<u>74</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity E3

Date of Rating _____

Name of Respondent _____

Evaluator's Name EVALUATOR 6

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>8</u>	
4. Extent of experience in financial sourcing	15	<u>13</u>	
Subtotal, Experience	60	<u>56</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	60 <u>56</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>96</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Schneider Electric

Date of Rating _____

Name of Respondent _____

Evaluator's Name Evaluator 1

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>18</u>	
2. Has worked on funded construction projects	15	<u>13</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>8</u>	
4. Extent of experience in financial sourcing	15	<u>13</u>	
Subtotal, Experience	60	<u>52</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>4</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>52</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>85</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Date of Rating 9/29/22

Entity Schneider Electric

Name of Respondent _____

Evaluator's Name EVALUATOR 2

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	Great exp. City, Gov. different funding mech's
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>5</u>	
4. Extent of experience in financial sourcing	15	<u>10</u>	2 in close area plenty in TX. different funding mech's
Subtotal, Experience	60	<u>55</u>	<u>50</u>

Work Performance (References)

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max. Pts.	Score	Comments
1. Staff Level / Experience of Staff	5	<u>5</u>	93% success 23 years exp. 128,000 employees globally
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

Factor	Max. Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>95</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Schneider Electric

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 3

OVERALL PROF. PACKET

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	<i>ASSUMPTION THEY WERE FUNDED</i>
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>10</u> <u>10</u>	<i>TAX NOTE, BOND, LEASE, CITY FUNDS, 3RD PARTY</i>
Subtotal, Experience	60	<u>55</u>	

Work Performance (References)

Factor	Max.Pts.	Score	Comments
1. Past projects completed on schedule	10	<u>0</u>	<i>UNKNOWN UNKNOWN UNKNOWN - GAVE ALL 10</i>
2. Manages projects within budgetary constraints	5	<u>0</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>10</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score	Comments
1. Staff Level / Experience of Staff	5	<u>5</u>	<i>NOT DEMONSTRATED</i>
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>0</u>	
Subtotal, Capacity to Perform	15	<u>10</u>	

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>10</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	100	<u>75</u>

Interview Notes:

1. *NOTES ON BACK*
- 2.
- 3.
- 4.
- 5.
- 6.

NOTES

23 yrs MS SCHNEIDER ELECTRIC

Energy Performance Rating Sheet

Entity Schneider Electric

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 4

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>8</u>	Houston clute
4. Extent of experience in financial sourcing	15	<u>15</u>	
Subtotal, Experience	60	<u>58</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	<u>10</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	100	<u>93</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Schneider Electric

Date of Rating 9-29-22

Name of Respondent _____

Evaluator's Name EVALUATOR 5

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>10</u>	
4. Extent of experience in financial sourcing	15	<u>0</u>	<u>NOT ADDRESSED</u>
Subtotal, Experience	<u>60</u>	<u>50 45</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>50 45</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>90 85</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Schneider Electric Date of Rating _____
 Name of Respondent _____
 Evaluator's Name EVALUATOR b

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>7</u> <u>11</u>	
Subtotal, Experience	60	48 53	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	48 53
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	87 92

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating _____

Name of Respondent _____

Evaluator's Name EVALUATOR 1

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>15</u>	
2. Has worked on funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>4</u>	
4. Extent of experience in financial sourcing	15	<u>10</u>	
Subtotal, Experience	60	<u>39</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>6</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>18</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>3</u>
Subtotal, Capacity to Perform	15	<u>11</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>39</u>
<input type="checkbox"/> Work Performance	25	<u>18</u>
<input type="checkbox"/> Capacity to Perform	15	<u>11</u>
Total Score	100	<u>68</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name EVALUATOR 2

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	<i>Citys, Water/ww similar applications few in region many in TX</i>
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)</small>	10	<u>5</u>	
4. Extent of experience in financial sourcing	15	<u>15</u>	<i>Municipal leasing guaranteed savings contracts</i>
Subtotal, Experience	60	<u>55</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>95</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name I EVALUATOR 3

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	ASSUMPTION THEY WERE FUNDED
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>5</u>	
4. Extent of experience in financial sourcing	15	<u>5</u>	
Subtotal, Experience	<u>60</u>	<u>45</u>	LEASING / BONDS - NOT MUCH DIVERSITY

Work Performance (References)

Factor	Max.Pts.	Score	Comments
1. Past projects completed on schedule	10	<u>0</u>	UNKNOWN UNKNOWN UNKNOWN - GAVE ALL 10
2. Manages projects within budgetary constraints	5	<u>0</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	<u>25</u>	<u>10</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score	Comments
1. Staff Level / Experience of Staff	5	<u>5</u>	NOT DEMONSTRATED
2. Adequacy of Resources	5	<u>3</u>	
3. Professional liability insurance is in force	5	<u>0</u>	
Subtotal, Capacity to Perform	<u>15</u>	<u>8</u>	

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>45</u>
<input type="checkbox"/> Work Performance	25	<u>10</u>
<input type="checkbox"/> Capacity to Perform	15	<u>8</u>
Total Score	<u>100</u>	<u>63</u>

Interview Notes:

1. NOTES ON BACK
- 2.
- 3.
- 4.
- 5.
- 6.

NOTES

1918 | ASVPS

NO LITIGATION

NO CHANGE OF BUS.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating 9/29/22

Name of Respondent _____

Evaluator's Name _____

EVALUATOR 4

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>10</u>	Houston Van Vleck Hempstead Galveston
4. Extent of experience in financial sourcing	15	<u>15</u>	
Subtotal, Experience	60	60	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10 -</u>
2. Manages projects within budgetary constraints	5	<u>5 -</u>
3. Work product is of high quality	10	<u>10 -</u>
Subtotal, Performance	25	25 -

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	8

45 years

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>25 -</u>
<input type="checkbox"/> Capacity to Perform	15	<u>8</u>
Total Score	100	93

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating 9-29-22

Name of Respondent _____

Evaluator's Name EVALUATOR 5

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10		
4. Extent of experience in financial sourcing	15	<u>3</u> <u>0</u>	<u>NOT APPLICABLE</u>
Subtotal, Experience	60	<u>38</u>	

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>38</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>78</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Energy Performance Rating Sheet

Entity Way Services

Date of Rating _____

Name of Respondent _____

Evaluator's Name Evaluator 6

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed energy performance projects	20	<u>20</u>	
2. Has worked on funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. Note: Location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR200.319(b)	10	<u>9</u>	
4. Extent of experience in financial sourcing	15	<u>13</u>	
Subtotal, Experience	60	<u>57</u>	57

Work Performance (References)

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	60 <u>57</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>97</u>

Interview Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022
PREPARED BY: Jeff Sifford
AGENDA CONTENT: Overlays
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$250,000.00 **FUNDS REQUESTED:** EnterTextHere

FUND: 01-558-612

EXECUTIVE SUMMARY:

The City of Angleton has an interlocal agreement with Brazoria County to do overlays. The attached spreadsheet contains the list of streets requiring an overlay. This list must remain at two miles, or under. Staff is looking for guidance on which streets to exclude to be under the threshold.

RECOMMENDATION:

**City of Angleton
FY 22/23 Preliminary Overlays**

Street/Location	From	To	Length (ft)	Width (ft)	Work Description	For Office Use Only		
ALLEY	E WILKINS	PETER'S CUT RATE	566	47	1.5" Mill/Overlay			
E MYRTLE	ARCOLA	N ROCK ISLAND	1365	27	1.5" Mill/Overlay			
MYRTLE CT	MYRTLE CT	E MYRTLE	178	29	1.5" Mill/Overlay			
W LIVE OAK	HANCOCK	TJ WRIGHT	558	20	1.5" Mill/Overlay			
SHADY LANE	MILLER	CEDAR	619	20	1.5" Mill/Overlay			
W LOCUST	WALKER	PARRISH	758	20	1.5" Mill/Overlay			
MARSHALL RD			1739	20	1.5" Mill/Overlay			
RYAN ST			379	20	1.5" Mill/Overlay			
HIGGINS	WILKINS	MILLER	615	20	1.5" Mill/Overlay			
N MORGAN	WILKINS	MILLER	618	20	1.5" Mill/Overlay			
N ANDERSON	MILLER	CEDAR	620	20	1.5" Mill/Overlay			
N ROCK ISLAND	WILKINS	AKERS	327	20	1.5" Mill/Overlay			
AKERS	ROCK ISLAND	TINSLEY	1076	20	1.5" Mill/Overlay			
N TINSLEY	WILKINS	MILLER	600	20	1.5" Mill/Overlay			
PECAN ST	N DOWNING	MULBERRY (HWY 35)	420	20	1.5" Mill/Overlay			
N CHENANGO	HWY 35	LOCUST	1044	36	1.5" Mill/Overlay			
ARCOLA	HWY 35	E LIVE OAK	1400	49	1.5" Mill/Overlay			
N CHENANGO	E LIVE OAK	CEDAR	374	41	1.5" Mill/Overlay			
TOTAL			13256	2.51 MILES				

\$0.00

THESE STREETS WERE CUT FROM PREVIOUS OVERLAY LIST



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/25/2022
PREPARED BY: Jeff Sifford
AGENDA CONTENT: SOLAR LIGHTS
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND: ARPA II FUNDING \$250,000.00

EXECUTIVE SUMMARY:

Staff has a list of streets that are recommended for new solar light installation. They were either petitioned for, mentioned in some manner by residents, or staff recommended. We are looking for council guidance on which streets to choose. We currently have 60 lights in stock. We can purchase more of these lights with ARPA II fundings.

S. Belle – Resident petitioned – approx. 9 lights

Knight St – Resident petitioned – approx. 8 lights

W Bronco Bend – Resident petitioned – approx. 8 lights

224/228 Hospital Drive – Resident petitioned – approx. 2 lights

San Felipe between Downing and HWY 35 – resident recommended – approx. 8 lights

South Hampton – resident recommended – approx. 8 lights

Kyle St – resident recommended – approx. 12 lights

Farrer St – resident recommended – approx. 13 lights

Plantation – resident recommended – approx. 14 lights

N Remington – resident recommended – approx. 10 lights

RECOMMENDATION:

Ridgecrest – staff recommended – approx. 7 lights

Western Avenue – staff recommended – approx. 25 lights

Bastrop & Austin – staff recommended – approx. 32 lights



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: October 25th, 2022

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

AGENDA CONTENT: Discussion and possible action on a Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding “Columbarium” as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on a Text Amendment request by the City Manager to amend Section 28-81(b), Use Charts, and amending Section 28-112, clarifying the definition (Cemetery or mausoleum), including “Columbarium”. This will allow for S.U.P., Specific Use Permit for a Columbarium to be considered within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

Section 28-81 Use Regulation (Charts); (a) (4) Classification of new/unlisted uses sets forth the requirements for the classification of an unlisted use. The Code requires that when new types of land arise, a determination regarding a change or addition to the use chart may be made by the city manager and the city manager shall refer the question concerning any new or unlisted use to the planning and zoning commission requesting a recommendation as to the zoning classification of any new or unlisted form of land use and into which such use should be placed. The referral of the “use” determination question shall be accompanied by the following statement of facts:

- I. The nature of the use and whether the use involves dwelling activity, sales, services, or processing; (**N/A, Proposed use is primarily a wall for storing burial urns**)
- II. The type of product sold or produced under the use; (**Columbarium**)
- III. Whether the use has enclosed or open storage and the amount and nature of the storage; (**Use is a self-contained wall with cubby holes**).
- IV. Anticipated employment typically anticipated with the use; (**N/A**)
- V. Transportation requirements; (**N/A**)
- VI. The nature and time of occupancy and operation of the premises; (**No limited**)

- VII. The off-street parking and loading requirements; (**N/A**)
- VIII. The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; (**None**).
- IX. The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; (**N/A**), and
- X. Impervious surface coverage. (**Wall only**).

P&Z Commission Action:

The Planning and Zoning Commission voted unanimously to adopt this as its Final Report on the use determination and forwards the request to City Council with a positive recommendation of the additions and amendments to the Use Regulations Chart for consideration and adoption thereof.

Recommendation.

City Council should adopt this text amendment request, amending Use Charts, Section 28-81(b), adding a columbarium use in the designated districts as an SUP Permit.

Item 22.

Legend:

P - The land use is "Permitted" by right in the zoning district indicated.

□ - The land use is "Prohibited" in the zoning district indicated.

S - The land use "May be approved" as a specific use permit (SUP) in the zoning district indicated.

Types of Land Uses	Residential Zoning Districts													Nonresidential Zoning Districts						
	AG	SFE-20	SF-10	SF-7.2	SF-6.3	SF-5	SF-PH	2F	SFA	MFR-14	MFR-29	MFR-36	MH	C-N	C-MU	C-G	C-O/R	CBD		LI
<i>Institutional/Governmental Uses</i>																				
Cemetery and/or Mausoleum	S															S	S			S
Add (Columbarium)	S															S	S	S		S
Child Day Care (Business)														S	S	S	S	S		S

ORDINANCE NO. 20221025-022

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 ZONING, SEC. 28-81(B) USE CHARTS, ALLOWING AN S.U.P., SPECIFIC USE PERMIT, FOR A COLUMBARIUM USE IN THE CBD, CENTRAL BUSINESS DISTRICT, AGRICULTURAL (AG), COMMERCIAL-GENERAL (CG), COMMERCIAL-OFFICE/RETAIL (C-OR), AND THE LIGHT INDUSTRIAL (LI) DISTRICTS, OF THE CITY OF ANGLETON CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE.

WHEREAS, In April 2009, the City Council of the City of Angleton, Texas adopted Ordinance No. 2009-0-4A, subsequently amended other sections of the Chapter regarding Zoning in the City of Angleton; and

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses and related activities; and;

WHEREAS, the City the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendments to Chapter 28 Zoning of the City Code of Ordinances on October 6, 2022, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that Chapter 28 Zoning of the City Code of Ordinances of the City of Angleton, Texas, be amended to better protect the health, safety and welfare of the citizens of Angleton; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and the Code of Ordinances, City of Angleton, Texas, concerning public notices, hearings, and other procedural matters has been fully complied with;

WHEREAS, the City Council desires to amend Chapter 28, Sec. 28-81(b), Use Charts, allowing an S.U.P., Specific Use Permit for a Columbarium to be included in the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and the Light Industrial (LI) Districts.

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

SECTION 1. That all of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Code of Ordinances, City of Angleton, Texas, Chapter 28 Zoning, Sec. 28-81(b), Use Charts, is hereby amended to allow an S.U.P., Specific Use Permit for a Columbarium in the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and the Light Industrial (LI) Districts.

SECTION 3. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

SECTION 4. Repeal. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 6. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 7. Proper Notice & Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 25TH DAY OF OCTOBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary