



NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE ANGLETON BETTER LIVING CORPORATION WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON MONDAY, JULY 24, 2023, AT 5:30 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

REGULAR AGENDA

1. Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of June 20, 2023.
2. Discussion on Angleton Better Living Corporation fund balance.
3. Discussion and possible action to fund shade structures over fields three, four, and five bleacher seating at Bates Park.
4. Discussion and possible action to approve funding from ABLC fund balance to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials.

ADJOURNMENT

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City’s website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, September 21, 2023, by 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/	Michelle	Perez
Michelle	Perez,	TRMC
City Secretary		

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



CITY OF ANGLETON
ANGLETON BETTER LIVING CORPORATION MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JUNE 20, 2023 AT 5:30 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON BETTER LIVING CORPORATION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE ANGLETON BETTER LIVING CORPORATION OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JUNE 20, 2023, AT 5:30 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Vice Chair Wright called the Council Meeting to order at 5:30 P.M.

PRESENT

Vice Chair John Wright
 Director Travis Townsend
 Director Rachel Ritter
 Director Johnny Voss
 Director Ellen Eby (Arrived 5:32 PM)

ABSENT

Director William Jackson
 Director Jaime Moreno

REGULAR AGENDA

1. Discussion and possible action on the election of a chairperson for the Angleton Better Living Corporation.

Megan Mainer, Parks and Recreation Director introduced the item.

Upon a motion by Director Voss and seconded by Director Townsend, Angleton Better Living Corporation elected Vice Chair Wright as chairperson for the Angleton Better Living Corporation. The motion passed on a 4-0 vote. Director Eby, Director Jackson, and Director Moreno were absent.

2. Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of April 17, 2023.

Upon a motion by Director Voss and seconded by Director Eby, Angleton Better Living Corporation approved the minutes of the Angleton Better Living Corporation meeting of April 17, 2023. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

3. Discussion and possible action on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of May 31, 2023.

The presentation was provided by Phil Connor, Finance Director and Megan Mainer, Parks and Recreation Director. Discussion took place between staff and Angleton Better Living Corporation members.

4. Discussion and possible action on Parks and Rights-of-Way, Recreation, Angleton Recreation Center, and Angleton Better Living Corporation division budgets for the fiscal year 2023-2024.

The presentation was provided by Megan Mainer, Parks and Recreation Director. Discussion took place between staff and Angleton Better Living Corporation members.

5. Discussion and possible action to approve funding from ABLC fund balance to haul dirt from Freedom Park northern tract to BG Peck Soccer Complex.

The presentation was provided by Megan Mainer, Parks and Recreation Director. Discussion took place between staff and Angleton Better Living Corporation members.

Upon a motion by Director Townsend and seconded by Director Voss, Angleton Better Living Corporation approved to go out for bid to haul dirt from Freedom Park northern tract to BG Peck Soccer Complex and to revisit the item in July for funding from Angleton Better Living Corporation to fund the project. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

6. Discussion and possible action on funding ADA accessible parking spaces and sidewalk at Bates Park.

The presentation was provided by Megan Mainer, Parks and Recreation Director. Discussion took place between staff and Angleton Better Living Corporation members.

Upon a motion by Director Eby and seconded by Director Ritter, Angleton Better Living Corporation tabled the item until August to allow time to explore more viable options. Upon an amended motion by Director Eby and seconded by Director Ritter, Angleton Better Living Corporation tabled the item. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

7. Discussion and possible action on funding solar light structures and installation costs for parking lot lighting within BG Peck Soccer Complex.

The presentation was provided by Megan Mainer, Parks and Recreation Director. Discussion took place between staff and Angleton Better Living Corporation members.

Upon a motion by Director Eby and seconded by Director Voss, Angleton Better Living Corporation funding solar light structures and installation costs for parking lot lighting within BG Peck Soccer Complex. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

ADJOURNMENT

The meeting was adjourned at 7:01 P.M.

These minutes were approved by Angleton Better Living Corporation on this 24th day of July, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Chairperson

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/24/2023

PREPARED BY: Phill Conner, Director of Finance

AGENDA CONTENT: Discussion on Angleton Better Living Corporation fund balance.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: General Fund

EXECUTIVE SUMMARY:

On June 20, Angleton Better Living Corporation (ABLC) discussed ABLC's fund balance. Specifically, ABLC requested information regarding the projected fund balance for FY2021-22 compared to FY 21-22 actual.

The attached fund balance analysis compares the FY 21-22 budget to the FY 21-22 actuals as well as FY 22-23 budget to the FY 22-23 estimate.

In FY 21-22, the actual column shows that ABLC's fund balance decreased by \$467,139 due to not meeting budgeted revenue expectations in addition to unbudgeted expenses including land acquisition for Abigail Arias Park, a surplus in park project expenditures, and an additional debt payment of \$163,161 to close out the 2013 Refunding.

The estimated yearend fund balance is \$528,684.

RECOMMENDATION:

Staff recommends ABLC discuss the current year-to-date fund balance and anticipated fund balance for yearend.

Angleton Better Living Corp
Fund Balance Analysis



	FY21-22 Budget	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate
Fund Balance 10/1/21	779,224	779,224	312,084	312,084
Revenue				
Sales Tax	1,982,765	1,848,116	1,844,985	1,885,282
Interest	4,500	1,363	4,500	2,537
Miscellaneous	-	10,000	-	-
Total Revenue	1,987,265	1,859,479	1,849,485	1,887,819
Expenses				
Legal & Professional	2,650	1,059	2,650	2,000
Travel & Training	1,000	-	1,000	-
Contingency	50,000	1,536	160,099	160,099
Land Acquisition	-	89,816	-	-
Park Design	400,000	-	-	-
Other Park Projects	217,741	355,175	-	-
Total Expenses	671,391	447,585	163,749	162,099
Transfers Out				
Transfer to Gen Fund	338,301	338,300	275,727	275,727
Transfer to Debt Svc	557,069	720,230	536,583	373,422
Transfer to Lakeside Cap	-	-	39,000	-
Transfer to ARC	820,505	820,505	461,723	461,723
Transfer to Rec Div	-	-	372,703	398,248
Total Transfers	1,715,875	1,879,034	1,685,736	1,509,120
Change in Fund Balance	(400,001)	(467,140)	-	216,600
Fund Balance 9/30/22	379,223	312,084	312,084	528,684
		Fund Balance 9/30/23		

**ABLC DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2022/2023**

Fiscal Year	2016 Refunding Tax & Rev. Cert		2018 Debt		2013 Refunding		2020 Comb tax		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FY 21/22	\$ 65,000	\$ 18,200	\$ 45,000	\$ 23,598	\$ 179,597	\$ 5,949	\$ 150,000	\$ 67,100	\$ 439,597	\$ 114,847	\$ 2,625	\$ 557,069
FY 22/23	\$ 70,000	\$ 16,500	\$ 50,000	\$ 21,698	\$ 160,355	\$ 2,806	\$ 150,000	\$ 62,600	\$ 430,355	\$ 103,604	\$ 2,625	\$ 536,583
FY 23/24	\$ 135,000	\$ 13,425	\$ 50,000	\$ 19,698			\$ 150,000	\$ 58,100	\$ 335,000	\$ 91,223	\$ 2,625	\$ 428,848
FY 24/25	\$ 145,000	\$ 8,500	\$ 50,000	\$ 17,948			\$ 150,000	\$ 53,600	\$ 345,000	\$ 80,048	\$ 2,625	\$ 427,673
FY 25/26	\$ 140,000	\$ 2,800	\$ 50,000	\$ 16,448			\$ 150,000	\$ 49,100	\$ 340,000	\$ 68,348	\$ 2,625	\$ 410,973
FY 26/27			\$ 50,000	\$ 14,948			\$ 150,000	\$ 44,600	\$ 200,000	\$ 59,548	\$ 2,625	\$ 262,173
FY 27/28			\$ 45,000	\$ 13,523			\$ 150,000	\$ 40,100	\$ 195,000	\$ 53,623	\$ 2,625	\$ 251,248
FY 28/29			\$ 45,000	\$ 12,173			\$ 150,000	\$ 35,600	\$ 195,000	\$ 47,773	\$ 2,625	\$ 245,398
FY 29/30			\$ 45,000	\$ 10,823			\$ 145,000	\$ 31,175	\$ 190,000	\$ 41,998	\$ 2,625	\$ 234,623
FY 30/31			\$ 45,000	\$ 9,473			\$ 145,000	\$ 27,550	\$ 190,000	\$ 37,023	\$ 2,625	\$ 229,648
FY 31/32			\$ 45,000	\$ 8,123			\$ 145,000	\$ 24,650	\$ 190,000	\$ 32,773	\$ 2,625	\$ 225,398
FY 32/33			\$ 45,000	\$ 6,716			\$ 145,000	\$ 21,750	\$ 190,000	\$ 28,466	\$ 2,625	\$ 221,091
FY 33/34			\$ 45,000	\$ 5,254			\$ 145,000	\$ 18,850	\$ 190,000	\$ 24,104	\$ 2,625	\$ 216,729
FY34/35			\$ 45,000	\$ 3,791			\$ 145,000	\$ 15,950	\$ 190,000	\$ 19,741	\$ 2,625	\$ 212,366
FY 35/36			\$ 45,000	\$ 2,295			\$ 145,000	\$ 13,050	\$ 190,000	\$ 15,345	\$ 2,625	\$ 207,970
FY 36/37			\$ 45,000	\$ 765			\$ 145,000	\$ 10,150	\$ 190,000	\$ 10,915	\$ 2,625	\$ 203,540
FY 37/38							\$ 145,000	\$ 7,250	\$ 145,000	\$ 7,250	\$ 2,625	\$ 154,875
FY 38/39							\$ 145,000	\$ 4,350	\$ 145,000	\$ 4,350	\$ 2,625	\$ 151,975
FY 39/40							\$ 145,000	\$ 1,450	\$ 145,000	\$ 1,450	\$ 2,625	\$ 149,075
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
TOTAL	\$ 555,000	\$ 59,425	\$ 745,000	\$ 187,269	\$ 339,952	\$ 8,755	\$ 2,795,000	\$ 586,975	\$ 4,434,952	\$ 842,424	\$ 42,000	\$ 5,319,376

\$720,230

Key

 Budgeted
 Actual

CITY OF ANGLETON
 FISCAL BUDGET YEAR
 OCT. 1, 2021 TO SEPT. 30, 2022
 ANGLETON BETTER LIVING CORPORATION 40

	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	COMMENTS	\$ CHANGE BUDGET
<u>REVENUE</u>								
MISCELLANEOUS TRANSFERS	\$1,684,240	\$1,746,321	4%	\$1,768,816	\$1,987,265	14%	SALES TAX	\$240,944
	\$0	\$150,000		\$150,000	\$400,000		FUND BALANCE	\$250,000
TOTAL REVENUE	\$1,684,240	\$1,896,321	13%	\$1,918,816	\$2,387,265	24%		\$490,944
	% CHANGE	13%		1%				
<u>ABLC EXPENDITURES</u>								
TOTAL SERVICES	\$3,165	\$4,000	26%	\$2,500	\$3,650	-9%		(\$350)
MISCELLANEOUS	\$10,288	\$54,107	426%	\$25,000	\$50,000	-8%		(\$4,107)
CAPITAL EXPENDITURES	\$277,277	\$0		\$0	\$617,741		FREEDOM PARK MASTER PLAN DESIGN / OTHER PARK PROJECTS	\$617,741
OTHER	\$1,713,039	\$1,838,214	7%	\$1,830,942	\$1,715,875	-7%	REDUCE ABLC TRANSFER	(\$122,339)
TOTAL DEPARTMENT	\$2,003,769	\$1,896,321	-5%	\$1,858,442	\$2,387,266	26%		\$490,945
	% CHANGE	-5%		-2%	28%			
REVENUE OVER/(UNDER) EXPENDITURES	(\$319,529)	\$0		\$60,374	(\$0)			

DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	% CHG.	COMMENTS
CITY OF ANGLETON								
FISCAL BUDG. YEAR								
OCT. 1, 2021 TO SEPT. 30, 2022								
ANGLETON BETTER LIVING CORPOR REVENUE	40 300							
MISCELLANEOUS								
	800	INTEREST	\$3,781	\$3,900	\$4,334	\$4,500	4%	Based on last three year's actuals and law change.
	801	ABLC SALES TAX	\$1,680,459	\$1,742,421	\$1,764,482	\$1,982,765	12%	
	899	MISCELLANEOUS	\$0	\$0	\$0	\$0		
TOTAL MISCELLANEOUS			\$1,684,240	\$1,746,321	\$1,768,816	\$1,987,265	12%	
			% CHANGE	4%	1%	12%		
TRANSFERS								
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	% CHG.	COMMENTS
300	900	TRANSFER FROM FUND BALANCE	\$0	\$150,000	\$150,000	\$400,000	167%	Freedom Park Master Plan
300	921	2018 DEBT ISSUE	\$0	\$0	\$0	\$0		
TOTAL TRANSFERS			\$0	\$150,000	\$150,000	\$400,000	167%	
			% CHANGE		0%	167%		
TOTAL REVENUE	300		\$1,684,240	\$1,896,321	\$1,918,816	\$2,387,265	24%	
			% CHANGE	13%	1%	24%		

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
ANGLETON BETTER LIVING CORPORATION									
SERVICES									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	COMMENTS		
506	415	ABLC-LEGAL & PROFESSIONAL	\$3,165	\$2,500	\$2,500	\$2,650			
506	425	TRAVEL & TRAINING	\$0	\$1,500	\$0	\$1,000			
		TOTAL SERVICES	\$3,165	\$4,000	\$2,500	\$3,650			
			% CHANGE	26%	-38%	46%			
MISCELLANEOUS									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	COMMENTS		
506	520	ABLC-CONTINGENCY	\$10,260	\$54,107	\$25,000	\$50,000	This account is used for balancing Rec & ABLC		
506	599	MISCELLANEOUS EXPENSE	\$28	\$0	\$0	\$0			
		TOTAL MISCELLANEOUS	\$10,288	\$54,107	\$25,000	\$50,000			
			% CHANGE		-54%	100%			
CAPITAL EXPENDITURES									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	COMMENTS		
506	605	LAND ACQUISITION	\$277,277	\$0	\$0	\$0	Freedom Park Master Plan Design services		
506	625	PARK DESIGN - NEW ACCOUNT	\$0	\$0	\$0	\$400,000	ADA \$50k, Veterans \$75k, Welch \$92k		
506	625	OTHER PARK PROJECTS	\$277,277	\$0	\$0	\$217,741			
		TOTAL CAPITAL EXPENDITURES	\$277,277	\$0	\$0	\$617,741			
OTHER									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	REQUESTED BUDGET	COMMENTS		
506	701	TRANSFER TO GF	\$360,462	\$378,414	\$371,891	\$338,301	40% Parks Personnel, reduced from 50% Debt Service		
506	705	TRANSFER TO DEBT SERVICE	\$443,976	\$681,336	\$625,478	\$557,069			
506	760	TRANSFER TO ACT CTR OP FUND	\$858,601	\$778,464	\$833,573	\$820,505	Transfer to Rec		
		TOTAL OTHER	\$1,713,039	\$1,838,214	\$1,830,942	\$1,715,875			
			% CHANGE	7%	0%	-6%			
		TOTAL DEPARTMENT	\$2,003,769	\$1,896,321	\$1,858,442	\$2,387,266			
			% CHANGE	-5%	-2%				



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/24/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to fund shade structures over fields three, four, and five bleacher seating at Bates Park.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$80,148.00

FUND: 40-506-520

EXECUTIVE SUMMARY:

On January 17, 2023, pursuant to the Texas Local Government Code, Secs. 505.159, the Angleton Better Living Corporation held a public hearing open to public comment to designate projects for fiscal year 2022-2023 including land, buildings, equipment, facilities, and improvements to enhance the City of Angleton's public park facilities, suitable for amateur sports, entertainment, tourist, and public park purposes and events, including parks and park facilities, open space improvements, and related parking facilities, roads, water and sewer facilities, and other related improvements that enhance any of those items.

On June 20, 2023, Angleton Better Living Corporation discussed earmarking funds for shade structures over bleacher seating at Bates Park and directed staff to bring a proposal back to ABLC in the form of an agenda item.

For fiscal year 2022-2023, ABLC budgeted \$160,099 in ABLC Contingency, 40-506-520, which is typically used for projects. To date, ABLC has committed funds to the following projects for fiscal year 2022-2023:

Project	Amount
Freedom Park Passive Area Design	\$64,638.00
TxDOT 20% match for non-infrastructure grant <i>(Funds do not need to be available this FY)</i>	\$20,000.00
Downing Tennis Court & Fencing	\$46,313.00
BG Peck Solar Light	\$33,476.00
<i>Bates Park ADA Parking - tabled</i>	\$26,700.00
<i>Bates bleacher shade structures (6) - pending approval</i>	\$80,148.00
<i>Dirt hauling - pending approval</i>	\$94,786.96
TO DATE TOTAL (Not including TxDOT, tabled, or pending items)	\$144,427

To date, expenditures in ABLC Contingency amount to \$29,016.75. Freedom Park passive area design, Downing tennis court and fencing, and BG Peck Soccer Complex solar light projects are expected to be complete in FY 22-23. If that were to occur, ABLC would have \$15,672 remaining in the ABLC Contingency line item to be spent in this FY.

If the coverings were to be itemized, each cover would cost \$14,008. Engineered drawings would cost an additional 1,100, or a total of \$15,108.

RECOMMENDATION:

Staff recommends ABLC discuss funding shade structures over fields three, four, and five bleacher seating at Bates Park.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/24/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve funding from ABLC fund balance to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0.00 **FUNDS REQUESTED:** \$94,786.96

FUND: 40-506-520 (Annual account deficit to hit ABLC fund balance)

EXECUTIVE SUMMARY:

On January 17, 2023, pursuant to the Texas Local Government Code, Secs. 505.159, the Angleton Better Living Corporation held a public hearing open to public comment to designate projects for fiscal year 2022-2023 including land, buildings, equipment, facilities, and improvements to enhance the City of Angleton's public park facilities, suitable for amateur sports, entertainment, tourist, and public park purposes and events, including parks and park facilities, open space improvements, and related parking facilities, roads, water and sewer facilities, and other related improvements that enhance any of those items.

Staff and the city engineer, HDR, have been working on field drainage solutions for BG Peck Soccer Complex since 2021. The existing conditions of the fields impact recreational use during the fall and summer season when there is inclement weather. HDR's recommended solution includes recutting the ditches followed by hauling in fill, sloping, and regrading the fields for improved drainage. This project will require irrigation adjustments, hydromulching/sod, etc. These improvements are necessary to increase park use and improve the level of recreational service to the community.

Concourse development, Rancho Isabella Municipal Utility District development off 523 near Angleton High School, is excavating the pond on the northern tract of Freedom Park for offsite detention per their agreement with the City of Angleton. Dirt excavated was designed to raise the elevation of homesites above the 100-year floodplain. Concourse reached out to city staff because they will have excess dirt that could be utilized for BG Peck Soccer Complex improvements.

On June 13, 2023, City Council discussed funding options to haul dirt from Freedom Park to satellite city owned property locations. City Council recommended staff pursue ABLC for funds needed to pursue this project.

On June 20, 2023, Angleton Better Living Corporation approved staff to go out for bid to haul dirt from Freedom Park northern tract to BG Peck Soccer Complex and to revisit the item in July for funding from Angleton Better Living Corporation to fund the project. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

Staff developed a request for bids seeking a qualified and properly equipped contractor to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. The bid specified that clay, sand, and earthen cover materials would be loaded by others. The bid was published July 1 and 2 and again on July 8 and 9. The bid opening was scheduled for Monday, July 17, 2023 at 2pm.

Enclosed are the bid documents, addendums, and bid opening tabulation.

RECOMMENDATION:

Staff recommends ABLC discuss and consider approving funding from ABLC fund balance to hire a qualified and properly equipped contractor to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials.



REQUEST FOR BID

CITY OF ANGLETON HAULING OF CLAY, SAND,
EARTHEN COVER MATERIALS & STOCKPILING

BID NO. 2023-05



REQUEST FOR BID

The City of Angleton is seeking a qualified and properly equipped contractor to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others. The City of Angleton will accept sealed bids until 2:00 p.m. on Monday, July 17, 2023, at the following address:

**Attention: Michelle Perez
City Secretary's Office
121 South Velasco Street
Angleton, TX 77515**

SUBMISSION

All sealed REQUEST FOR BID should include all documents as required. The bid shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit one copy and one electronic version (thumb drive preferred).

FACSIMILIE OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED.

Submission of bid:

Bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>

Mail/hand deliver to: Office of the City Secretary
121 S Velasco
Angleton, Texas 77515
Bid No. 2023-05
Closing: 2:00 P.M., Monday, July 17, 2023 (CST)

Label Envelope: **"Bid No. 2023-05: City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling"**

CLOSING

ALL RESPONSES MUST BE RECEIVED IN THE CITY OF ANGLETON CITY SECRETARY'S OFFICE BEFORE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

LATE SUBMISSIONS

Bids received in the City Secretary's Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary's Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

QUESTIONS

Any questions, Technical and/or Non-Technical pertaining to this bid must be submitted to Megan Mainer, mmainer@angleton.tx.us. The deadline to ask questions is Monday, July 10, 2023, at 12:00 noon (CST). Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the

CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIALS & STOCKPILING 2 | 20

submission deadline. Any material information given to one proposer concerning a bid will be furnished addendum to all proposers who have been issued the Request for Bid.

BACKGROUND

This is a contract with the City of Angleton to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others.

Currently, Concourse Development LLC is excavating the pond on the northern tract of Freedom Park, accessed from North Valderas, for offsite retention/detention for the Windrose Green residential subdivision. Developers may have excess clay, sand, earthen cover materials that could be utilized to raise the elevation of sports fields at BG Peck Soccer Complex owned by the City of Angleton located at 709 Kelly Boulevard, Angleton, TX, 77515. Dirt needed to raise the elevation of sports fields is estimated to be 14,500 cubic yards and the hauling and dumping is anticipated to include at least 14,500 cubic yards of dirt.

The contractor bid must include the cost for hauling, dumping, and stockpiling dirt at BG Peck Soccer Complex located at 709 Kelly Boulevard, Angleton, TX, 77515. The contractor will be hauling from a residential area to city property. The contractor must have reliable equipment to complete the work specified. The contractor will travel a varied route as approved and communicated by the City. The successful contractor should be able to move as much as 2,500 cubic yards daily during the contract term. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses will be waived.

This contract shall commence upon approval by the City Council. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

SCOPE OF WORK

A qualified and properly equipped contractor, with proven history of hauling materials efficiently and safely, will be selected to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others.

1) HAUL EXCAVATED MATERIAL:

- a. Concourse Development LLC will be responsible for loading the trucks of the selected company to haul clay, sand, or earthen material to city property.
- b. The selected contractor is responsible for ensuring material hauled daily is clean earthen material. It may not have any vegetative, root, or other contamination. It may not contain rocks and may not be recycled from another use. It must have some clay type properties which will not allow the material to blow away in the wind.
- c. The contractor shall move as much as 2,500 cubic yards daily.
- d. The contractor shall report daily the number of cubic yards delivered daily to the designated city appointed Project Manager.
- e. The contractor shall complete the project within two weeks; unless both parties agree to an extension.
- f. The contractor shall provide all required equipment to haul clay, sand, or earthen material from the northern tract of Freedom Park to BG Peck Soccer Complex.
- g. Compacted in place volume must measure 14,500 cubic yards.
- h. Attachments F - BG Peck Soccer Complex Route & Distance and G - Stockpiling Location are provided to assist with hauling bid calculation.

2) STOCKPILING

- a. The contractor shall stockpile clay, sand, or earthen material at BG Peck Soccer Complex designated area provided by the city appointed Project Manager.
- b. Stockpiled clay, sand, or earthen material shall be located out of the public use areas at the close of business each day.
- c. The contractor is responsible for providing all required equipment (e.g. bulldozer) to stockpile clay, sand, or earthen material at BG Peck Soccer Complex. The contractor is permitted to secure a subcontractor if needed.
- d. The contractor is responsible for ensuring subcontractors hired meet the same requirements as the contractor outlined in the General Specifications and Acknowledgement section of this document.

3) PROTECTION

- a. The contractor will be responsible for securing the area where work is taking place on city property at both pickup and drop off locations as well as coordination of all work so as not to create any undue interruptions of the normal operation of the area.
- b. The contractor is responsible for coordinating with the city appointed Project Manager.

4) EQUIPMENT

- a. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- b. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
- c. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

5) SITE RESTORATION

- a. The contractor will be responsible for the repairs or other damages that might be caused during the execution of this contract.
- b. Site cleanup shall take place at the end of each day and at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. No track-out or dirt or mud will be left on city or private streets.

BID REQUIREMENTS

City of Angleton reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if the owner believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Angleton.

Owner also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, Angleton reserves the right to consider the most advantageous bid thereof or to reject the bid.

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.

CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIALS & STOCKPILING 4 | 20

Addenda to the specifications shall be considered part of the contract documents. The bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us.

By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

The bidder is required to submit three (3) references of previous projects of similar or like nature.

Bid prices shall be firm 90 days from bid opening.

Evaluation of bids considers the following: price, quality, timeline, product quality and vendor’s experience, historically underutilized business (HUB) status, and location in proximity to City of Angleton.

Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.

All Bid pricing must be made on the Bid Tabulation Form. All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder’s initials column with either the bidder’s initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.

A conditional Bid may be cause for rejection.

Late submittals will be rejected without consideration.

THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.

ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.

A Bid Bond is required for this project. All bids shall be accompanied by a cashier’s check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

The contractor is required to provide the City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the City of Angleton and are to be included in the total project cost(s).

Any questions about the meaning, the intent or the specifications must be inquired by the bidder in writing by 12:00 p.m. Monday, July 10, 2023. E-mail all questions to Megan Mainer, mmainer@angleton.tx.us. Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Bid Tab Page.

Completed Bids, references and acknowledgement of the general specifications must be received by Office of the City Secretary, Attention: Michelle Perez, City Secretary’s Office, 121 South Velasco Street, Angleton, TX 77515, no later than 2:00 p.m. Monday, July 17, 2023. Please mark outside of sealed bid packaging: “City of Angleton 2023-05 Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling”.

All companies bidding on this project must include the information outlined in the **BID SUBMISSION CHECKLIST, Addenda G**, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.

All email correspondence should be referenced “City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling” in the subject line for proper tracking and to ensure inclusion in addenda.

BID ASSESSMENT PRIORITIES

The City and Parks & Recreation Department seek to find the lowest qualified contractor at the lowest price for the Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling. Bids will be gauged based on the following in order of priority: Overall cost, best guarantee of workmanship and product, bidder qualifications and history of similar work performed, timeline, historically underutilized business status, and locality.

OVERALL COST	35%
GUARANTEE WORKMANSHIP & PRODUCT	25%
BIDDER QUALIFICATIONS & SIMILAR WORK HISTORY	13%
TIMELINE	12%
HUB STATUS	10%
LOCALITY	5%
TOTAL	100%

All bids will be evaluated by a panel consisting of City Staff.

Bids that rate high enough may be invited to participate in a finalist interview to clarify their applications and answer additional questions raised by the panel.

The selected bidder will be recommended to the Angleton Better Living Corporation and City Council for approval and award of a contract.

All vendors are required to register with the City of Angleton.

The City of Angleton will submit payment to the contractor within 30 days of receiving the contractor’s invoice. The invoice shall include the period of service, itemize services provided and determined monthly amount.

PROJECT SCHEDULE

The Contractor will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

Request for Bid is released	Sunda, July 2, 2023
Deadline for Questions	Monday, July 10, 2023
Submissions due by 2:00 PM	Monday, July 17, 2023
Present Contract to Angleton Better Living Corporation	Monday, July 24, 2023
Present Contract to City Council	Tuesday, July 25, 2023
Estimated Start Date	August 2023

Item 4.

REQUIRED COMPLETION OF APPLICABLE ATTACHMENTS

- General Specifications and Acknowledgement
- Bid Tabulation Form
- Attachment A - Site Visitation Form
- Attachment B - Conflict of Interest Questionnaire
- Attachment C - References
- Attachment D - Insurance Requirements
- Attachment E - Bond

ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION

Item 4.

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://angleton.tx.us/343/Public-Notices>

General Specifications and Acknowledgement _____ Date Received _____ / _____ / 2023
MM DD

Bid Tabulation _____ Date Received _____ / _____ / 2023
MM DD

Addenda _____ Date Received _____ / _____ / 2023
MM DD

GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
Standard of Conduct		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	
8	Equipment must be well maintained and in good condition.	
Contractor's Responsibility		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. The City of Angleton permit fees will be waived.	
10	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	
11	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
12	Contractor should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, the bidder should at once notify Angleton and obtain clarification prior to submitting a bid.	

13	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on job site.	
14	All construction management and administration shall be included.	
15	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
Insurance and Taxes		
16	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
17	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It is required that the required insurance be maintained at all times during the performance of the contract.	
18	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
19	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
20	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
Communication		
21	Contractor shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with the appointed Project Manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	

Bonds	
22	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.
23	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).
Sub-contractors	
24	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.
Certificate of Interested Parties & Conflict of Interest Questionnaire	
25	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us
26	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.
Compliance with Laws	
27	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.
28	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.
29	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.
30	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.
Payment	
31	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.
Qualifications	
32	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description

	Project start and end dates Client project manager name, telephone number and e-mail address	
33	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
34	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
35	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
	Approvals	
36	An award of contract is subject to City of Angleton City Council approval.	
	Project Scope	
37	All project management and administration shall be included.	
38	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
39	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	
40	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
41	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	

CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL & STOCKPILING

Bid Tabulation Form

**Proposal is required to disclose itemized costs*

PROJECT	UNIT	# UNITS	COST
HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL	CY	14,500	\$
# OF VEHICLES DEDICATED TO PROJECT	DUMP TRUCK(S)		NA
ESTIMATED TIME FOR COMPLETION	DAYS		NA
STOCKPILING OF CLAY, SANDCOVER MATERIAL	LUMP SUM	1	\$
BID BOND	LUMP SUM	1	
PAYMENT BOND	LUMP SUM	1	
TOTAL			\$

City of Angleton Bidder Acknowledgement

I, _____, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

	Date
Signature	Name (please print)
Title	Company Name
Address	Phone Number
E-mail address	Cell Phone Number

ATTACHMENT A - CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL & STOCKPILING

Visit to Freedom Park northern tract and BG Peck Soccer Complex where hauling of clay, sand, earthen material and stockpiling will take place as required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deemed unresponsive.

I, _____, certify that I inspected the site regarding the **City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling.**

Date of Visit

_____ am/pm _____ Time of Visit

Signature

Name (please print)

Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

2. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

3. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - a. XCU Coverage,
 - b. Contractual Liability Coverage,
 - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
 - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.
- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

ATTACHMENT E - BID BOND SAMPLE

BID BOND – Sample - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in 10% of Principal’s Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal’s Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____ (Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Attachment F - BG Peck Soccer Complex Route & Distance

5/10/23, 10:43 AM

Item 4.

How far did I run? - Create running maps with On The Go Map



Search



FM 521

CR 44

FM 523

298

CR 339

CR 48

FM 523

CR 341

BG PECK PARK
14,500 CUBIC
YARDS



4.22 mi
click for km



Search

Soccer Complex, Kelly Boulevard, Angleton, TX Search

Get Directions History

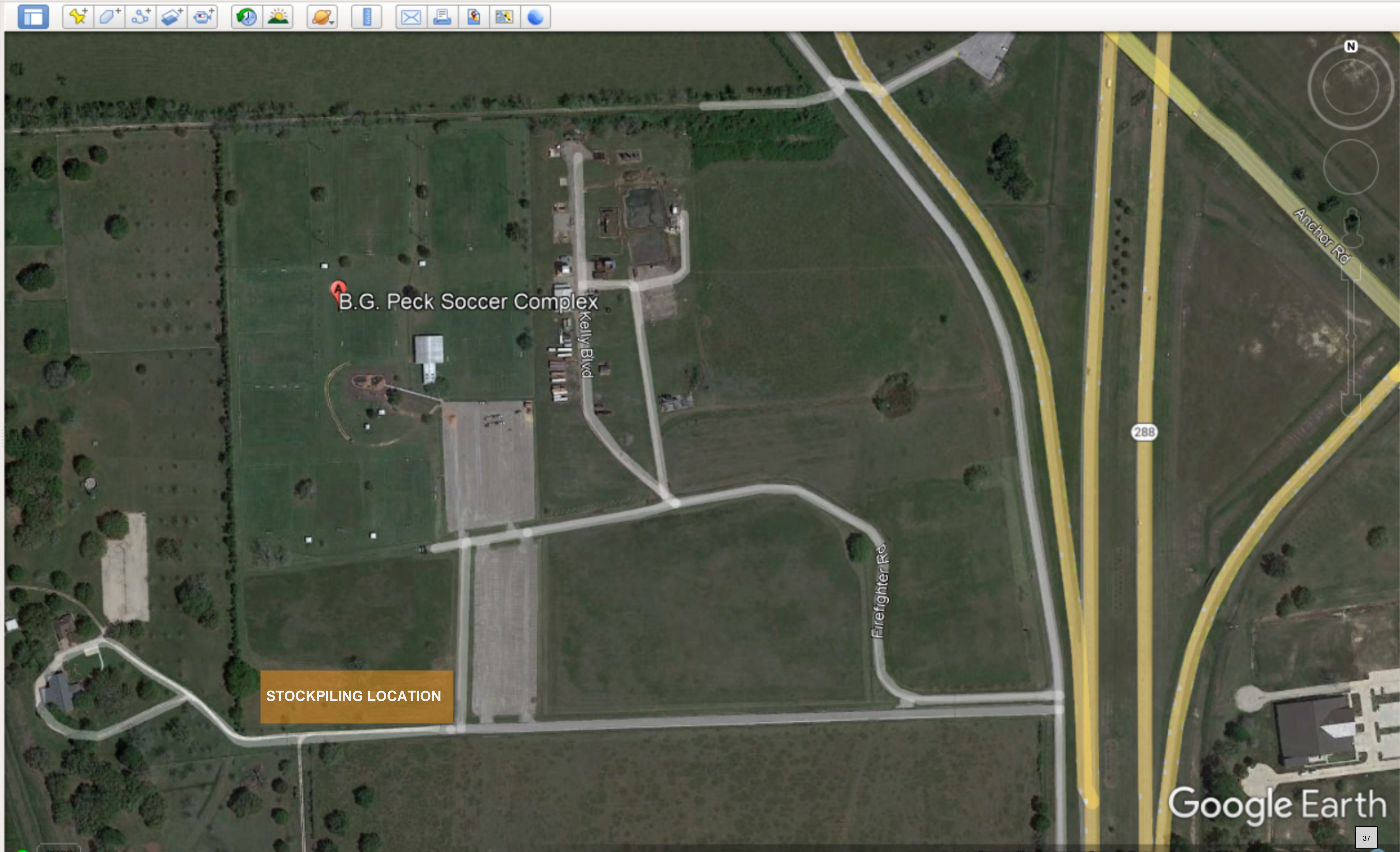
A **B.G. Peck Soccer Complex**
 709 Kelly Blvd, Angleton, TX 77515
 (979) 549-0410 · angleton.tx.us

My Places

- Sightseeing Tour
Make sure 3D Buildings layer is checked
- Start tour here
- The Eiffel Tower
Located in Paris, France
- Christ the Redeemer
Located in Rio, Brazil
- The Grand Canyon

Layers

- Primary Database
- Announcements
- Borders and Labels
- Places
- Photos
- Roads
- 3D Buildings
- Weather
- Gallery
- More
- Terrain





ADDENDUM NO. 1

July 7, 2023

City of Angleton – Bid No. 2023-05 Hauling of Clay, Sand, Earthen Cover Materials and Stockpiling

Angleton, TX 77515

TO: ALL INTERESTED VENDORS OF RECORD

This addendum is a revision to the Request for Bid requirements for the solicitation referenced above with a termination date of July 17, 2023. This addendum revises the following requirements:

1. The successful contractor should be able to move as much as 500 cubic yards daily during the contract term.
2. Concourse Development LLC is responsible for ensuring material hauled daily is clean earthen material.
3. The contractor shall complete the project within 30 working days; unless both parties agree to an extension.

You may contact the Director of Parks & Recreation with any questions you may have with the contact information below.

Megan Mainer

901 S. Velasco

Angleton, TX 77515

979.849.4364, EXT 4101

mmainer@angleton.tx.us



ADDENDUM NO. 2

July 10, 2023

City of Angleton – Bid No. 2023-05 Hauling of Clay, Sand, Earthen Cover Materials and Stockpiling

Angleton, TX 77515

TO: ALL INTERESTED VENDORS OF RECORD

This addendum clarifies the Request for Bid requirements for the solicitation referenced above with a termination date of July 17, 2023. This addendum clarifies the following general question regarding Item 5) SITE RESTORATION a. The contractor will be responsible for the repairs or other damages that might be caused during the execution of this contract.

1) Does this include repairs to roads entering and leaving BG Peck Complex?

ANSWER: The selected contractor will not be responsible for repairs to roads entering and leaving BG Peck Soccer Complex.

You may contact the Director of Parks & Recreation with any questions you may have with the contact information below.

Megan Mainer
901 S. Velasco
Angleton, TX 77515
979.849.4364, EXT 4101
mmainer@angleton.tx.us



BID OPENING

DATE: 7/17/2023

TIME: 2:00 PM

BID TITLE: Bid No. 2023-05 Hauling of Clay, Sand, Earthen Cover Material and Stockpiling

	<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1.	Matula \$ Matula Construction, Inc 122 West Way, Suite 325 Lake Jackson, TX 77566	Y	7/17/2023 10:26 AM	\$213,015.70
2.	Newby Enterprise 1212 FM 1459 Sweeny, TX 77480	Y	7/17/2023 11:44 AM	\$94,786.96
3.	TLC Construction Contract Services, Inc. 11714 Charles Rd. Houston, Texas 77041	Y	7/17/2023 1:19 PM	\$347,582.00

CSO & Departmental Representatives:
Michelle Perez, City Secretary's Office

THIS BID TABULATION RECEIVED BY THE CITY OF ANGLETON IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION.