



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, DECEMBER 13, 2021, 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

LEGISLATIVE

1. Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of October 18, 2021.

DRAINAGE

FINANCE

2. Discussion and possible action on the ABLC and Recreation Center Preliminary YTD Financial Statements for September 2021.
3. Discussion and possible action on the Angleton Better Living Corporation bond capacity and debt issuance options for a park development on the south side of Angleton.
4. Discussion and possible action on the 2021-2022 fiscal year budget for ABLC and the Recreation Division.

PARKS

5. Discussion and possible action on funding the ADA Self Evaluation and Transition Plan proposal from Kimley Horn.
6. Discussion and possible action on partially funding improvements for Angleton Independent School District tennis courts on Downing Street.

RECREATION

7. Discussion on Community Development Block Grant CARES Act (CDBG-CV) funds for the Community Resiliency Program and Angleton's application.

ADJOURNMENT

CERTIFICATION

I, Frances Aguilar, 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, December 10, 2021 by 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
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.



CITY OF ANGLETON
ANGLETON BETTER LIVING CORPORATION MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
MONDAY, OCTOBER 18, 2021 AT 5:30 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY 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, OCTOBER 18, 2021 AT 5:30 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

PRESENT

Director Ellen Eby
 Director William Jackson
 Director Chris Peltier
 Director Charlyn Rogers

ABSENT

Chairman Jason Perez
 Vice Chair John Wright
 Director George Rau

1. Declaration of a quorum and call to order.

With a quorum present, Director Peltier called the Council Meeting to order at 5:35 P.M

2. Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of June 28, 2021.

Upon a motion by Director Rogers and seconded by Director Eby, Angleton Better Living Corporation approved the minutes of the ABLC meeting of June 28, 2021. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

3. Discussion drainage updates.

Update was provided by Chris Whittaker, City Manager.

4. Discussion on the ABLC and Recreation Center Preliminary YTD Financial Statements September 2021.

Update was provided by Chris Hill, Director Finance.

5. Discussion and possible action on projects for future Angleton Better Living Corporation bond capacity.

Upon a motion by Director Eby and seconded by Director Jackson, ABLC approved the issuance of bonds up to \$3 million for projects with a focus on expanding services on the

south side. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

6. Discussion on Park and Recreation Administrative updates.

Update was provided by Kyle Livesay, Assistant Director of Parks and Recreation.

7. Discussion on Recreation Division updates.

Update was provided by Megan Mainer, Director of Parks and Recreation.

8. Discussion on Parks Division updates.

Update was provided by Stewart Crouch, Parks Superintendent.

9. Discussion and possible action on the proposed preliminary design services from Burditt Consultant LLC for Freedom Park and authorize the City Manager to execute the document upon legal review.

A motion was made by Director Eby to fund the design services in the amount of \$320,000. The motion died for a lack of a second.

Direction was given to staff to start the budget process early.

A motion to postpone the item by Director Peltier was made and accepted without objection.

10. Discussion and possible action on an agreement with Kimley-Horn to develop Angleton's Park Design Standards and authorize the City Manager to execute the document upon legal review.

Upon a motion by Director Eby and seconded by Director Rogers, ABLC approved the agreement with Kimley-Horn, in the amount of \$85,000, to develop Angleton's Park Design Standards and authorized the City Manager to execute the document upon legal review. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

11. Discussion on an earthen hill to be included in the Freedom Park design.

12. Discussion on preliminary tree planting plan in collaboration with Trees for Houston.

13. Discussion and possible action on future park development.

Discussion was held regarding future amenities.

14. Discussion and possible action on park development on Anderson, Kiber and other south side alternatives.

Upon a motion by Director Eby and seconded by Director Rogers, ABLC approved Anderson and Kiber lots for future dog park expansion and redevelopment, to pursue

alternate land parcels to develop a park on the south side of town, and the land purchase not to exceed \$175,000. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

15. Discussion and possible action on closing Chenango between County parking lot access and egress allowing for Veterans Park expansion.

Upon a motion by Director Eby and seconded by Director Jackson, ABLC recommended the closure of Chenango between County parking lot access and egress allowing for Veterans Park expansion. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

16. Discussion and possible action on funding field five lights at Bates Park softball complex.

Upon a motion by Director Rogers and seconded by Director Jackson, ABLC approved to fund the five lights at Bates Park softball complex in the amount of \$185,000. The motion passed on a 4-0 vote. Chairman Perez, Vice Chair Wright, and Director Rau were absent.

ADJOURNMENT

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

These minutes were approved by Angleton City Council on this the 13th day of December 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Chair

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discussion and possible action on the ABLC and Recreation Center Preliminary YTD Financial Statements September 2021

AGENDA ITEM SECTION: Discussion only

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Sales Tax has been received through the end of Fiscal Year September 2021. In the final quarter of 2021, Sales Tax is up 13%. Sales Tax is up 18% for September year over year. YTD sales slightly short of the 4% budget at approx. 2% since the prior year included a significant one-time audit adjustment of approx. \$75K.

Recreation Center revenue was down early in this year due to COVID; however, the current revenue trends are positive, and expenses are down YTD to offset the shortfall. Recreation Fund Balance was transferred to cover the roof project of \$217,127.

ATTACHMENTS:

Sales Tax History; Fund Balance unaudited; ABLC and Recreation Center Preliminary YTD 2021 Financials; Debt Schedule.

RECOMMENDATION:

Staff recommends Board review and provide any feedback or questions on the Preliminary Financial Statements through September 2021.

ANGLETON SALES TAX HISTORY UNADJUSTED

Item 2.

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Pct. Inc.
DECEMBER	\$314,817.06	\$304,908.30 -3.15%	\$347,354.43 13.92%	\$434,749.51 25.16%	\$385,792.83 -11.26%	\$395,348.74 2.48%	2.48%
JANUARY	\$273,656.20	\$296,996.27 8.53%	\$329,777.44 11.04%	\$403,846.68 22.46%	\$338,172.05 -16.26%	\$354,845.49 4.93%	3.62%
FEBRUARY	\$356,075.87	\$415,244.01 16.62%	\$492,147.05 18.52%	\$453,394.60 -7.87%	\$502,313.60 10.79%	\$548,392.34 9.17%	5.90%
MARCH	\$309,730.23	\$312,233.83 0.81%	\$317,117.11 1.56%	\$342,054.74 7.86%	\$313,328.18 -8.40%	\$340,598.43 8.70%	6.47%
APRIL	\$297,144.05	\$303,767.07 2.23%	\$310,708.52 2.29%	\$282,052.01 -9.22%	\$406,685.75 44.19%	\$342,899.91 -15.68%	1.84%
MAY	\$400,719.77	\$373,951.85 -6.68%	\$435,287.54 16.40%	\$368,579.42 -15.33%	\$419,504.03 13.82%	\$514,532.66 22.65%	5.53%
JUNE	\$425,295.40	\$333,984.63 -21.47%	\$345,348.15 3.40%	\$317,905.52 -7.95%	\$404,805.22 27.34%	\$430,962.90 6.46%	5.67%
JULY	\$309,325.50	\$330,412.36 6.82%	\$378,810.31 14.65%	\$307,993.53 -18.69%	\$402,028.15 30.53%	\$389,114.38 -3.21%	4.54%
AUGUST	\$401,219.73	\$369,257.32 -7.97%	\$432,811.12 17.21%	\$460,450.05 6.39%	\$695,431.21 51.03%	\$480,908.02 -30.85%	-1.82%
SEPTEMBER	\$310,412.80	\$339,260.34 9.29%	\$388,718.53 14.58%	\$377,286.02 -2.94%	\$363,041.73 -3.78%	\$398,830.06 9.86%	-0.82%
OCTOBER	\$353,383.54	\$289,957.54 -17.95%	\$386,110.84 33.16%	\$359,596.83 -6.87%	\$366,433.12 1.90%	\$404,326.78 10.34%	0.07%
NOVEMBER	\$ 390,214.75	\$ 410,226.68 5.13%	\$400,639.93 -2.34%	\$ 428,916.34 7.06%	\$ 443,840.94 3.48%	\$ 524,198.03 18.10%	1.66%
Total	<u>\$4,141,994.90</u>	<u>\$4,080,200.20</u>	<u>\$4,564,830.97</u>	<u>\$4,536,825.25</u>	<u>\$5,041,376.81</u>	<u>\$5,124,957.74</u>	
Pct. Increase		<u>-1.49%</u>	<u>11.88%</u>	<u>-0.61%</u>	<u>11.12%</u>	<u>1.66%</u>	
Dollar Increase		<u>-\$61,794.70</u>	<u>\$484,630.77</u>	<u>-\$28,005.72</u>	<u>\$504,551.56</u>	<u>\$83,580.93</u>	
General Fund Increase	\$2,761,329.94	\$2,720,133.47 (\$41,196.47)	\$3,043,220.65 \$323,087.18	\$3,024,550.17 (\$18,670.48)	\$3,360,917.87 \$336,367.71	\$3,416,638.49 \$55,720.62	
ABLC Fund Increase	\$1,380,664.97	\$1,360,066.73 (\$20,598.23)	\$1,521,610.32 \$161,543.59	\$1,512,275.08 (\$9,335.24)	\$1,680,458.94 \$168,183.85	\$1,708,319.25 \$27,860.31	

ANGLETON SALES TAX HISTORY ADJUSTED FOR AUDIT AUGUST, 2021

Item 2.

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Pct. Inc.	5YR AVG
DECEMBER	\$314,817.06	\$304,908.30 -3.15%	\$347,354.43 13.92%	\$434,749.51 25.16%	\$385,792.83 -11.26%	\$395,348.74 2.48%	2.48%	\$357,524.43
JANUARY	\$273,656.20	\$296,996.27 8.53%	\$329,777.44 11.04%	\$403,846.68 22.46%	\$338,172.05 -16.26%	\$354,845.49 4.93%	3.62%	\$328,489.73
FEBRUARY	\$356,075.87	\$415,244.01 16.62%	\$492,147.05 18.52%	\$453,394.60 -7.87%	\$502,313.60 10.79%	\$548,392.34 9.17%	5.90%	\$443,835.03
MARCH	\$309,730.23	\$312,233.83 0.81%	\$317,117.11 1.56%	\$342,054.74 7.86%	\$313,328.18 -8.40%	\$340,598.43 8.70%	6.47%	\$318,892.82
APRIL	\$297,144.05	\$303,767.07 2.23%	\$310,708.52 2.29%	\$282,052.01 -9.22%	\$406,685.75 44.19%	\$342,899.91 -15.68%	1.84%	\$320,071.48
MAY	\$400,719.77	\$373,951.85 -6.68%	\$435,287.54 16.40%	\$368,579.42 -15.33%	\$419,504.03 13.82%	\$514,532.66 22.65%	5.53%	\$399,608.52
JUNE	\$425,295.40	\$333,984.63 -21.47%	\$345,348.15 3.40%	\$317,905.52 -7.95%	\$404,805.22 27.34%	\$430,962.90 6.46%	5.67%	\$365,467.78
JULY	\$309,325.50	\$330,412.36 6.82%	\$378,810.31 14.65%	\$307,993.53 -18.69%	\$402,028.15 30.53%	\$389,114.38 -3.21%	4.54%	\$345,713.97
AUGUST	\$401,219.73	\$369,257.32 -7.97%	\$432,811.12 17.21%	\$460,450.05 6.39%	\$468,858.23 * 1.83%	\$480,908.02 2.57%	4.29%	\$426,519.29
SEPTEMBER	\$310,412.80	\$339,260.34 9.29%	\$388,718.53 14.58%	\$377,286.02 -2.94%	\$363,041.73 -3.78%	\$398,830.06 9.86%	4.79%	\$355,743.88
OCTOBER	\$353,383.54	\$289,957.54 -17.95%	\$386,110.84 33.16%	\$359,596.83 -6.87%	\$366,433.12 1.90%	\$404,326.78 10.34%	5.26%	\$351,096.37
NOVEMBER	\$ 390,214.75	\$ 410,226.68 5.13%	\$400,639.93 -2.34%	\$428,916.34 7.06%	\$443,840.94 3.48%	\$ 524,198.03 18.10%	6.44%	\$414,767.73
Total	<u>\$4,141,994.90</u>	<u>\$4,080,200.20</u>	<u>\$4,564,830.97</u>	<u>\$4,536,825.25</u>	<u>\$4,814,803.83</u>	<u>\$5,124,957.74</u>		\$4,427,731.03
Pct. Increase		<u>-1.49%</u>	<u>11.88%</u>	<u>-0.61%</u>	<u>6.13%</u>	<u>6.44%</u>		
Dollar Increase		<u>-\$61,794.70</u>	<u>\$484,630.77</u>	<u>-\$28,005.72</u>	<u>\$277,978.58</u>	<u>\$310,153.91</u>		
General Fund Increase	\$2,761,329.94	\$2,720,133.47 (\$41,196.47)	\$3,043,220.65 \$323,087.18	\$3,024,550.17 (\$18,670.48)	\$3,209,869.22 \$185,319.05	\$3,416,638.49 \$206,769.27		
ABLC Fund Increase	\$1,380,664.97	\$1,360,066.73 (\$20,598.23)	\$1,521,610.32 \$161,543.59	\$1,512,275.08 (\$9,335.24)	\$1,604,934.61 \$92,659.53	\$1,708,319.25 \$103,384.64		

Item 2.

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2021

40 -ANGLETON BETTER LIVING

ACCOUNT# TITLE

ASSETS

=====

CASH

100-100	BANK ACCOUNT	0.00	
100-101	INVESTMENT-LONE STAR	54,279.96	
100-103	ABLC-FSB-LOUISE	1,035,683.61	
100-121	DUE FROM GENERAL FUND	0.00	
100-199	DUE FROM POOLED CASH	<u>12,438.80</u>	
			1,102,402.37

RECEIVABLES

100-470	ACCT RECEIVABLE-SALES TAX	<u>309,508.26</u>	
			<u>309,508.26</u>

TOTAL ASSETS 1,411,910.63
=====

Item 2.

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2021

40 -ANGLETON BETTER LIVING

ACCOUNT# TITLE

LIABILITIES & FUND BALANCE
=====

VENDORS PAYABLE

200-100	ACCOUNTS PAYABLE	12,438.80	
200-101	DUE TO GENERAL FUND	620,248.12	
200-119	DUE TO LAKESIDE PARK	<u>0.00</u>	
			<u>632,686.92</u>

TOTAL LIABILITIES 632,686.92

EQUITY

400-999	FUND BALANCE	738,022.16	
	SURPLUS (DEFECIT)	<u>41,201.55</u>	
	TOTAL EQUITY		<u>779,223.71</u>

TOTAL LIABILITIES & FUND EQUITY 1,411,910.63
=====

Item 2.

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2021

60 -ANGLETON ACTIVITY CENTER

ACCOUNT# TITLE

ASSETS

=====

CASH

100-104	DUE FROM ABLC	0.00	
100-145	FEMA (IKE) PAYROLL REIMBUR	0.00	
100-199	DUE FROM POOL CASH	<u>51,737.82</u>	51,737.82

INVESTMENTS

100-200	A/R LOAN PROCEEDS	<u>0.00</u>	0.00
---------	-------------------	-------------	------

RECEIVABLES

100-400	A/R MISCELLANEOUS	73,490.56	
100-466	A/R EMPLY FICA&MED OWED	<u>0.00</u>	
			<u>73,490.56</u>

TOTAL ASSETS			<u>125,228.38</u>
			=====

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2021

60 -ANGLETON ACTIVITY CENTER

ACCOUNT#	TITLE
----------	-------

LIABILITIES & FUND BALANCE

=====

VENDORS PAYABLE

200-100	ACCOUNTS PAYABLE	33,321.93	
200-151	ACCURED WAGES & EXP	27,657.66	
200-199	DUE TO OTHER FUNDS	<u>0.00</u>	
			60,979.59

COMPENSATION PAYABLE

200-200	RETAINAGE PAYABLE	0.00	
200-205	TAXES PAYABLE	2,566.93	
200-210	TMRS PAYABLE	0.00	
200-213	VISION INSURANCE PAYABLE	0.00	
200-215	HEALTH INS. PAYABLE	0.00	
200-216	DENTAL INSURANCE PAYABLE	0.00	
200-217	LIFE INSURANCE PAYABLE	0.00	
200-218	LEGAL INSURANCE PAYABLE	0.00	
200-220	CHILD SUPPORT PAYABLE	0.00	
200-260	GARNISHMENT	0.00	
200-275	MISCELLANEOUS PAYABLE	<u>0.00</u>	
			2,566.93

MISCELLANEOUS PAYABLES

200-485	REC-LEAGUE-CONTRACTS PAYAB	5,447.95	
200-486	ARC MEMBERSHIP CREDITS	(<u>8.00</u>)	
			<u>5,439.95</u>

TOTAL LIABILITIES

68,986.47

EQUITY

400-999	FUND BALANCE	50,429.06	
	SURPLUS (DEFECIT)	<u>5,812.85</u>	
	TOTAL EQUITY		<u>56,241.91</u>

TOTAL LIABILITIES & FUND EQUITY

125,228.38

=====

C I T Y O F A N G L E T O N
 STATEMENT OF REVENUES & EXPENDITURES
 ANGLETON BETTER LIVING
 AS OF:SEPTEMBER 30TH, 2021

Item 2.

	BUDGET	Y-T-D ACTUAL	% BUDGET
<u>REVENUES</u>			
MISCELLANEOUS	<u>1,746,321.00</u>	<u>1,710,789.99</u>	<u>97.97</u>
FUND TOTAL REVENUES	1,746,321.00	1,710,789.99	97.97
<u>OTHER SOURCES</u>			
TRANSFER FROM FUND BALANCE	150,000.00	150,000.00	100.00
2018 DEBT ISSUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER SOURCES	<u>150,000.00</u>	<u>150,000.00</u>	<u>100.00</u>
TOTAL RESOURCES	1,896,321.00	1,860,789.99	98.13
<u>EXPENDITURES</u>			
06-MAINTENANCE DEPT.	<u>1,896,321.00</u>	<u>1,819,588.44</u>	<u>95.95</u>
TOTAL EXPENDITURES	<u>1,896,321.00</u>	<u>1,819,588.44</u>	<u>95.95</u>
TOTAL SURPLUS OR (DEFICIT)	0.00	41,201.55	0.00

CITY OF ANGLETON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

Item 2.

40 -ANGLETON BETTER LIVING

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>MISCELLANEOUS</u>						
40-300-800 INTEREST INCOME	3,900	189.26	2,470.76	0.00	1,429.24	63.35
40-300-801 SALES TAX PORTION	1,742,421	602,754.28	1,708,319.23	0.00	34,101.77	98.04
40-300-899 MISCELLANEOUS INCOME	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	1,746,321	602,943.54	1,710,789.99	0.00	35,531.01	97.97
<u>TRANSFERS</u>						
40-300-900 TRANSFER FROM FUND BALANCE	150,000	37,500.00	150,000.00	0.00	0.00	100.00
40-300-921 2018 DEBT ISSUE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	150,000	37,500.00	150,000.00	0.00	0.00	100.00
TOTAL REVENUE	1,896,321	640,443.54	1,860,789.99	0.00	35,531.01	98.13

CITY OF ANGLETON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

Item 2.

40 -ANGLETON BETTER LIVING

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SERVICES						
40-506-415 ABL-LEGAL & PROFESSIONAL	2,500	0.00	1,234.00	0.00	1,266.00	49.36
40-506-425 TRAVEL AND TRAINING	1,500	0.00	0.00	0.00	1,500.00	0.00
40-506-498 TRANSFER TO FUND BALANCE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	4,000	0.00	1,234.00	0.00	2,766.00	30.85
MISCELLANEOUS						
40-506-520 ABL-CONTINGENCY	54,107	35,998.44	35,998.44	0.00	18,108.56	66.53
40-506-599 MISCELLANEOUS EXPENSE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	54,107	35,998.44	35,998.44	0.00	18,108.56	66.53
CAPITAL EXPENDITURES						
40-506-605 LAND ACQUISITION	0	0.00	0.00	0.00	0.00	0.00
40-506-615 ABL-INFRASTRUCTURE	0	0.00	0.00	0.00	0.00	0.00
40-506-625 PARK PROJECT DESIGN	0	0.00	0.00	0.00	0.00	0.00
40-506-625.01 OTHER PARK PROJECTS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
OTHER						
40-506-700 TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
40-506-701 TRANSFER TO GENERAL FUND	378,414	94,914.00	378,414.00	0.00	0.00	100.00
40-506-705 TRANSFER TO DEBT SERVICE	681,336 (	55,858.00)	625,478.00	0.00	55,858.00	91.80
40-506-719 TRANSF-LAKESIDE PARK CAPI	0	0.00	0.00	0.00	0.00	0.00
40-506-743 TRANSFER TO PARKS FUND	0	0.00	0.00	0.00	0.00	0.00
40-506-751 TRANSFER TO REC CENTER IN	0	0.00	0.00	0.00	0.00	0.00
40-506-752 TRANSFER TO REC-MO CAPITA	0	0.00	0.00	0.00	0.00	0.00
40-506-760 TRANSFER TO ACT CTR OP FU	778,464	194,619.00	778,464.00	0.00	0.00	100.00
40-506-762 TRANSFER TO FREEDOM PARK	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	1,838,214	233,675.00	1,782,356.00	0.00	55,858.00	96.96
TOTAL 06-MAINTENANCE DEPT.	1,896,321	269,673.44	1,819,588.44	0.00	76,732.56	95.95
TOTAL EXPENDITURES	1,896,321	269,673.44	1,819,588.44	0.00	76,732.56	95.95
REVENUE OVER/ (UNDER) EXPENDITURES	0	370,770.10	41,201.55	0.00 (	41,201.55)	0.00

CITY OF ANGLETON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

Item 2.

60 -ANGLETON ACTIVITY CENTER

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>PARKS & RECREATION</u>						
60-300-711 FAMILY MEMBERSHIP	55,500	2,149.00	51,913.94	0.00	3,586.06	93.54
60-300-712 INDIVIDUAL MEMBERSHIP	43,500	2,036.00	30,849.94	0.00	12,650.06	70.92
60-300-713 SENIOR MEMBERSHIPS	48,750	4,036.00	39,600.19	0.00	9,149.81	81.23
60-300-715 ROOM RENTAL FEES	37,500	3,900.00	26,726.00	0.00	10,774.00	71.27
60-300-716 DAILY ENTRY FEE	112,500	5,264.00	131,256.25	0.00 (	18,756.25)	116.67
60-300-717 OTHER	948	29.00	590.50	0.00	357.50	62.29
60-300-718 MEMBERSHIP YOUTH	1,500	25.00	2,435.00	0.00 (	935.00)	162.33
60-300-719 MILITARY MEMBERSHIPS	2,400	280.00	4,185.00	0.00 (	1,785.00)	174.38
60-300-740 TRANSFER FROM ABLC	778,461	194,619.00	778,464.00	0.00 (	3.00)	100.00
60-300-741 TRANSFER FROM ABL-MO CAPITAL	0	0.00	0.00	0.00	0.00	0.00
60-300-750 LOAN PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
60-300-751 TRANSFER FROM ABLC-INFRACT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS & RECREATION	1,081,059	212,338.00	1,066,020.82	0.00	15,038.18	98.61
<u>MISCELLANEOUS</u>						
60-300-800 INTEREST	75	4.13	140.98	0.00 (	65.98)	187.97
60-300-801 TRANSFER FROM SWIMMING POOL	0	0.00	0.00	0.00	0.00	0.00
60-300-802 FEMA REIMBURSEMENTS-HARVEY	0	0.00	0.00	0.00	0.00	0.00
60-300-805 DONATIONS	0	0.00	0.00	0.00	0.00	0.00
60-300-811 GENERAL PROGRAMS	3,750	40.00	558.75	0.00	3,191.25	14.90
60-300-813 YOUTH CAMPS	53,224	385.00	35,251.50	0.00	17,972.50	66.23
60-300-814 COMMUNITY SPECIAL/EVENTS	1,775	55.00	220.00	0.00	1,555.00	12.39
60-300-815 FATHER DAUGHTER DANCE	3,546	0.00	0.00	0.00	3,546.00	0.00
60-300-816 HEALTH AND WELLNESS	5,625	0.00	0.00	0.00	5,625.00	0.00
60-300-817 SENIOR PROGRAMS	10,875	3,212.00	6,008.00	0.00	4,867.00	55.25
60-300-818 MISCELLANEOUS PROGRAMS	2,250	0.00	981.75	0.00	1,268.25	43.63
60-300-820 CASH OVER/SHORT	0 (	0.10)	118.63	0.00 (	118.63)	0.00
60-300-899 MISCELLANEOUS	<u>2,250</u>	<u>105.05</u>	<u>5,107.27</u>	<u>0.00</u> (	<u>2,857.27)</u>	<u>226.99</u>
TOTAL MISCELLANEOUS	83,370	3,801.08	48,386.88	0.00	34,983.12	58.04
<u>TRANSFERS</u>						
60-300-900 TRANSFER FROM FUND BALANCE	44,631	0.00	217,127.00	0.00 (	172,496.00)	486.49
60-300-903 TRANSFER FROM WATER	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	44,631	0.00	217,127.00	0.00 (	172,496.00)	486.49
<hr/>						
TOTAL REVENUE	1,209,060	216,139.08	1,331,534.70	0.00 (	122,474.70)	110.13

CITY OF ANGLETON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2021

Item 2.

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>PERSONNEL SERVICES</u>						
60-506-105 REC CENTER - SALARIES	320,005	46,352.49	355,879.19	0.00 (	35,874.19)	111.21
60-506-106 REC CENTER - PT SALARIES	243,006	17,876.76	216,317.39	0.00	26,688.61	89.02
60-506-108 REC CENTER - STEP RAISE	0	0.00	0.00	0.00	0.00	0.00
60-506-109 REC CENTER - STIPEND	0	0.00	0.00	0.00	0.00	0.00
60-506-110 REC CENTER - OVERTIME	3,500	1,332.96	4,409.58	0.00 (	909.58)	125.99
60-506-115 REC CENTER - LONGEVITY	1,560	0.00	1,020.00	0.00	540.00	65.38
60-506-120 REC CENTER - HURRICANE OT	0	0.00	0.00	0.00	0.00	0.00
60-506-121 REC CENTER - HURRICANE	0	0.00	0.00	0.00	0.00	0.00
60-506-126 REC CENTER - CERTIFICATIO	7,200	778.92	5,264.85	0.00	1,935.15	73.12
60-506-128 SPECIAL JOB PAY	0	0.00	0.00	0.00	0.00	0.00
60-506-135 REC CENTER - FICA	43,529	5,075.43	44,228.50	0.00 (	699.50)	101.61
60-506-140 REC CENTER - HEALTH INS	104,982	6,288.44	75,529.74	0.00	29,452.26	71.95
60-506-141 REC CENTER - INS SUBSIDY	3,971	0.00	0.00	0.00	3,971.00	0.00
60-506-142 REC CENTER - INS COMMISSI	1,266	0.00	0.00	0.00	1,266.00	0.00
60-506-143 REC CENTER- PHONE ALLOWAN	720	180.00	300.00	0.00	420.00	41.67
60-506-145 REC CENTER - WORKER'S COM	12,000	0.00	4,213.54	0.00	7,786.46	35.11
60-506-150 REC CENTER - UNEMPLOYMENT	0	0.00	1,787.54	0.00 (	1,787.54)	0.00
60-506-155 REC CENTER - RETIREMENT	40,163	6,084.69	42,250.18	0.00 (	2,087.18)	105.20
60-506-165 REC CENTER - MEDICAL EXPE	1,192	460.00	2,075.00	0.00 (	883.00)	174.08
60-506-185 REC CENTER - PAYROLL ACCR	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	783,094	84,429.69	753,275.51	0.00	29,818.49	96.19
<u>SUPPLIES</u>						
60-506-203 REC CENT - APPAREL	2,600	2,228.48	2,330.45	0.00	269.55	89.63
60-506-205 GENERAL SUPPLIES	5,500	382.21	3,317.17	0.00	2,182.83	60.31
60-506-206 CHEMICAL SUPPLIES	21,000	4,520.30	21,298.53	0.00 (	298.53)	101.42
60-506-210 OFFICE SUPPLIES	6,500	757.02	5,101.70	0.00	1,398.30	78.49
60-506-212 CLEANING SUPPLIES	11,000	593.04	8,742.41	0.00	2,257.59	79.48
60-506-215 POOL SUPPLIES	3,000	266.41	1,316.29	0.00	1,683.71	43.88
60-506-216 VEHICLE SUPPLY (GAS)	2,500 (	118.03)	970.07	0.00	1,529.93	38.80
60-506-220 EQUIPMENT SUPPLIES	<u>4,500</u>	<u>84.50</u>	<u>3,572.89</u>	<u>0.00</u>	<u>927.11</u>	<u>79.40</u>
TOTAL SUPPLIES	56,600	8,713.93	46,649.51	0.00	9,950.49	82.42
<u>REPAIR & MAINTENANCE</u>						
60-506-310 EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
60-506-315 POOL MAINTENANCE	29,500	1,405.20	8,195.69	0.00	21,304.31	27.78
60-506-316 COMPUTER MAINTENANCE	16,200	2,183.19	14,827.94	0.00	1,372.06	91.53
60-506-317 VEHICLE REPAIRS	1,500	3,556.04	3,638.52	0.00 (	2,138.52)	242.57
60-506-320 BUILDING	<u>45,000</u>	<u>12,455.66</u>	<u>36,777.04</u>	<u>530.00</u>	<u>7,692.96</u>	<u>82.90</u>
TOTAL REPAIR & MAINTENANCE	92,200	19,600.09	63,439.19	530.00	28,230.81	69.38

CITY OF ANGLETON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

Item 2.

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>SERVICES</u>						
60-506-405 TELEPHONE	850	60.00	840.00	0.00	10.00	98.82
60-506-410 UTILITIES	90,000	19,718.45	76,617.35	0.00	13,382.65	85.13
60-506-412 GENERAL PROGRAMS	4,746	0.00	2,576.47	0.00	2,169.53	54.29
60-506-413 YOUTH CAMPS	19,200	0.00	11,986.91	0.00	7,213.09	62.43
60-506-414 COMMUNITY EVENTS	2,750	469.75	2,462.73	0.00	287.27	89.55
60-506-415 FATHER DAUGHTER DANCE	0	0.00	0.00	0.00	0.00	0.00
60-506-416 HEALTH AND WELLNESS	2,000	0.00	919.96	0.00	1,080.04	46.00
60-506-417 SENIOR PROGRAMS	12,000	1,703.08	4,950.20	0.00	7,049.80	41.25
60-506-418 MISCELLANEOUS/GEN PROGRAM	1,290	49.51	445.54	0.00	844.46	34.54
60-506-420 DUES & SUBSCRIPTIONS	6,000	393.34	4,246.60	0.00	1,753.40	70.78
60-506-425 TRAVEL & TRAINING	8,000	1,361.63	4,727.23	0.00	3,272.77	59.09
60-506-446 ADVERTISING	10,000	2,372.88	9,389.35	0.00	610.65	93.89
60-506-455 AAC - CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00
60-506-456 CONTRACT LABOR-CLEANING	0	0.00	0.00	0.00	0.00	0.00
60-506-457 CONTRACT LABOR-INSTRUCTOR	35,880	2,310.00	32,755.00	0.00	3,125.00	91.29
60-506-458 CONTRACT LABOR-MISC	4,000	0.00	2,602.38	0.00	1,397.62	65.06
60-506-460 REC-BUS SERVICES	0	0.00	0.00	0.00	0.00	0.00
60-506-476 BANK CREDIT CARD CHARGES	6,000	846.50	6,854.41	0.00	(854.41)	114.24
60-506-477 SCHOLARSHIP FUND	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	202,716	29,285.14	161,374.13	0.00	41,341.87	79.61
<u>MISCELLANEOUS</u>						
60-506-503 SURETY & NOTARY INS	0	0.00	0.00	0.00	0.00	0.00
60-506-505 INSURANCE	7,500	0.00	3,838.98	0.00	3,661.02	51.19
60-506-506 VEHICLE INSURANCE	1,700	0.00	1,700.00	0.00	0.00	100.00
60-506-507 BUILDING INSURANCE	48,000	0.00	43,091.42	0.00	4,908.58	89.77
60-506-508 INSURANCE COMMISSION	0	0.00	0.00	0.00	0.00	0.00
60-506-510 EMPLOYEE APPRECIATION	250	0.00	210.01	0.00	39.99	84.00
60-506-511 TUITION REIMBURSEMENT	4,000	0.00	3,000.00	0.00	1,000.00	75.00
60-506-520 CONTINGENCY	10,000	(28,659.97)	247,850.73	0.00	(237,850.73)	2,478.51
60-506-525 REC CENTER REFUNDS	3,000	982.00	1,252.00	100.00	1,648.00	45.07
60-506-599 REC-MISCELLANEOUS	<u>0</u>	<u>40.37</u>	<u>40.37</u>	<u>0.00</u>	<u>(40.37)</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	74,450	(27,637.60)	300,983.51	100.00	(226,633.51)	404.41
<u>CAPITAL EXPENDITURES</u>						
60-506-626 CE-Equipment	0	0.00	0.00	0.00	0.00	0.00
60-506-627 CAPITAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
60-506-628 M&O CAPITAL	0	0.00	0.00	0.00	0.00	0.00
60-506-629 ENERGY SAVINGS ELECTRICAL	0	0.00	0.00	0.00	0.00	0.00
60-506-630 CAPITAL PROJECT ENGINEERI	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2021

Item 2.

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>OTHER</u>						
60-506-700 TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
60-506-701 TRANS TO GF FOR CARDIO E	0	0.00	0.00	0.00	0.00	0.00
60-506-702 TRANSFER TO CAPT LEASE PA	0	0.00	0.00	0.00	0.00	0.00
60-506-714 TANSFER TO SF CAP REP FUN	0	0.00	0.00	0.00	0.00	0.00
60-506-719 TRANS TO CAP REV LOAN	0	0.00	0.00	0.00	0.00	0.00
60-506-741 TRANS TO UNEMPLOYMENT FUN	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 06-MAINTENANCE DEPT.	1,209,060	114,391.25	1,325,721.85	630.00 (	117,291.85)	109.70
<hr/>						
TOTAL EXPENDITURES	1,209,060	114,391.25	1,325,721.85	630.00 (	117,291.85)	109.70
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	0	101,747.83	5,812.85 (	630.00) (	5,182.85)	0.00



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2021

PREPARED BY: Chris Hill, Director of Finance

AGENDA CONTENT: Discussion and possible action on Angleton Better Living Corporation bond capacity and debt issuance options for a park development on the south side of Angleton.

AGENDA ITEM SECTION: Finance

BUDGETED AMOUNT: \$0.00 **FUNDS REQUESTED:** \$2.8M - \$3M

FUND: ABLC Capital Account

EXECUTIVE SUMMARY:

ABLC requested staff provide a future bond capacity to address upcoming CIP projects. ABLC approved debt issuance of up to \$3M in March 2022 at the October 18, 2021 ABLC meeting.

Joe Marrow will be present to discuss options related to debt issuance.

RECOMMENDATION:

Staff recommends ABLC approve the March 2022 \$3M debt issuance for a park development on the south side of Angleton.

SUGGESTED MOTION:

I move we approve the March 2022 \$3M debt issuance for a park development on the south side of Angleton.



Contacts

Joe Morrow

Managing Director

700 Milam Street, Suite 500

Houston, Texas 77002

713.654.8690 Tel

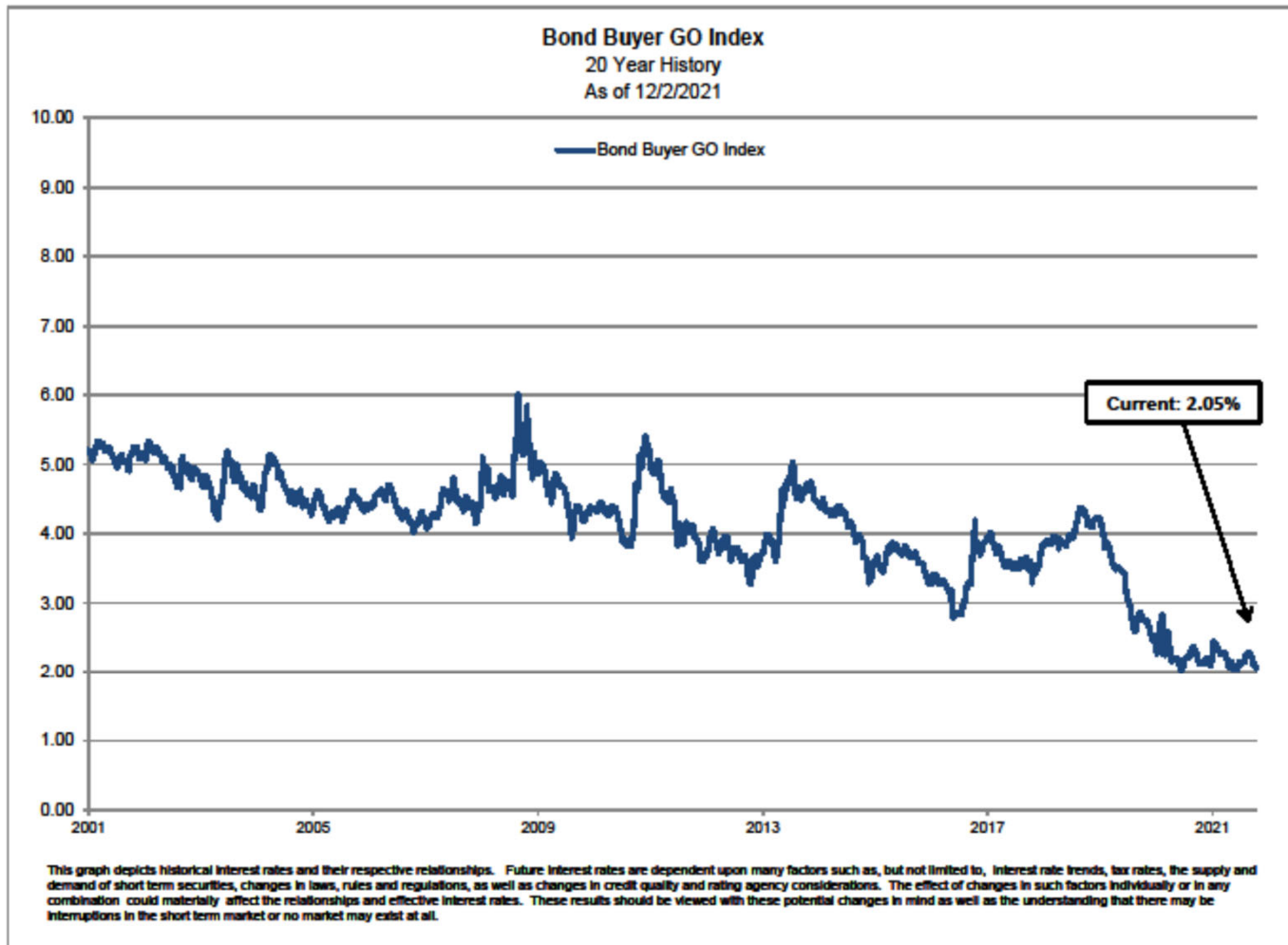
Joe.Morrow@hilltopsecurities.com

December 13, 2021

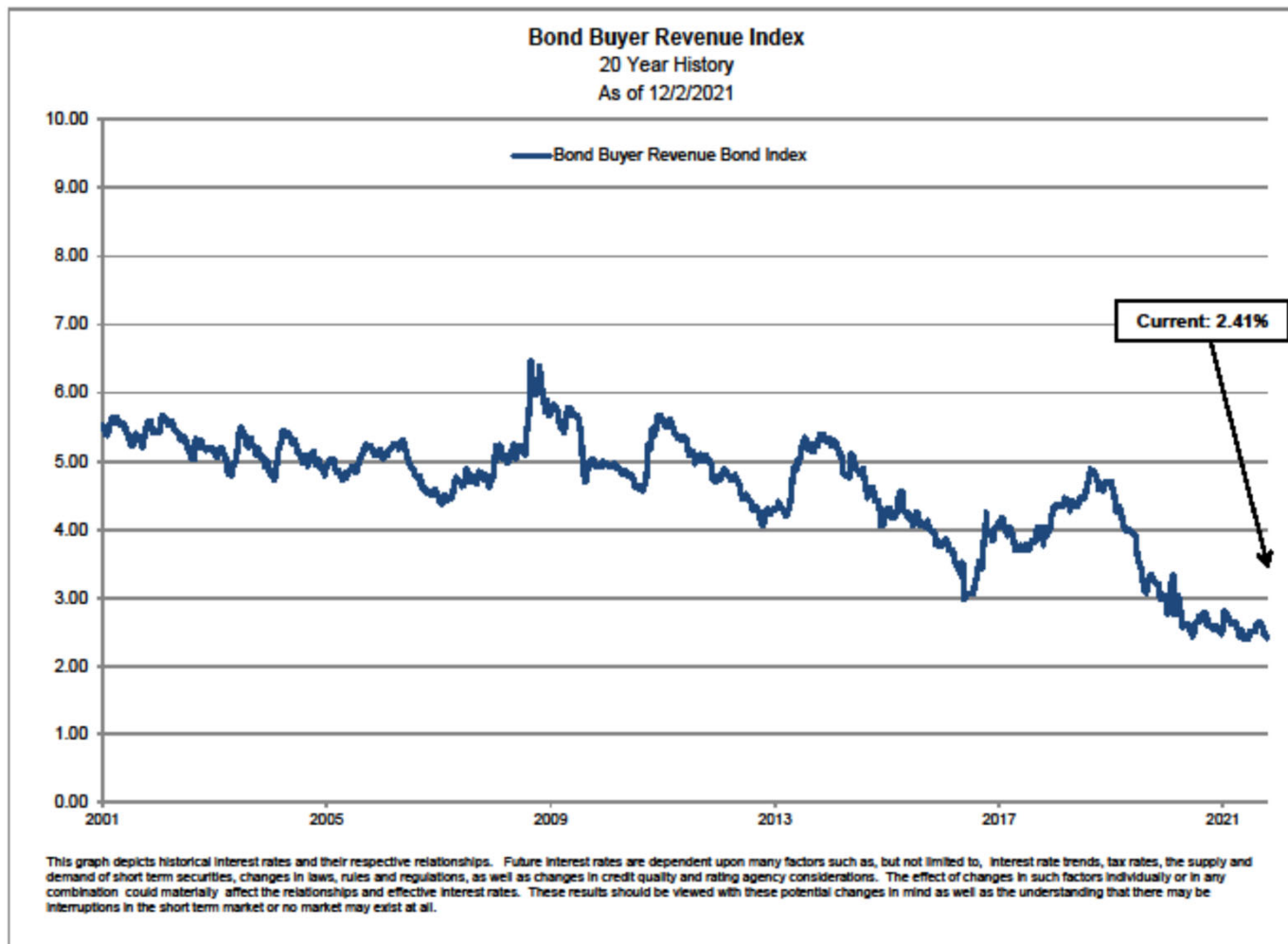
City of Angleton

2022 Park Project Funding

Historical Interest Rates – General Obligation Bonds



Historical Interest Rates - Revenue Bonds



Angleton Better Living Corporation (“ABLCLC”)

Receives one half cent of sales tax revenue collected within the City limits of Angleton.

Sales Tax Revenue from ABLCLC may be used to support debt in two ways.

1. Direct issuance by ABLCLC of Sales Tax Revenue Bonds
2. By formal agreement with the City to support debt service of a City issued debt instrument.

Both methods require ABLCLC to have a higher amount of sales taxes received than what will be used for debt payments. We refer to the amount of sales taxes over and above the debt payment as coverage.

Sales Tax Revenue Bonds result in a higher borrowing cost (interest rate) and lower net proceeds to the project fund. Lower proceeds are a result of a reserve fund requirement, the higher cost of borrowing and lower credit rating.

Debt issued by the City comes with an ad valorem tax pledge. This means lower borrowing cost and no reserve fund requirement. It also means the debt is considered a direct debt of the City from a credit perspective.

Sales Tax Revenue Bonds Vs. Certificates of Obligation (GO)

Sale Tax Revenue Bonds

- ❑ Pledge of Gross Sales Taxes From ABLC
- ❑ Coverage of Revenue Over Debt – Minimum 1.25X Better 1.40X
- ❑ Reserve Fund Equal to Maximum Annual Debt Service
- ❑ Credit Factor: Sales Tax is a passive income stream subject to economic swings
- ❑ Interest Cost: Higher than a similarly rated General Obligation Credit

General Obligation Bonds

- ❖ Pledge of Ad Valorem Taxes and a User Fee
- ❖ No Coverage Required
- ❖ No Reserve Fund Required
- ❖ Credit Factor: Ad Valorem Taxes and user fees can be controlled annually with the setting of the tax rate/fee
- ❖ Interest Cost: Lowest borrowing cost due to full faith and credit pledge

Challenges of Sales Tax Revenue Bonds for ABLC / City of Angleton

Lien Position of Sales Tax Revenue Bonds

Gross Pledge on All Sales Tax Collections (All Sales Taxes to Debt 1st)

Dedicated Budget Revenues for Parks

Significant Use of Sales Tax for:

Activity Center Operations - \$	820,505
Park Related Personnel/Overhead - \$	<u>338,301</u>
	\$1,158,806

Historical Revenues

Fiscal 2021 Actual Receipts - \$1,708,319

Bond Market Considers Historical Revenues for Credit

Existing Fiscal 2022 Debt

Annual Debt on Outstanding Debt Supported by ABLC - \$557,069

Challenges of Sales Tax Revenue Bonds for ABLC / City of Angleton

Lien Position of Sales Tax Revenue Bonds

Gross Pledge on All Sales Tax Collections (All Sales Taxes to Debt 1st)

Dedicated Budget Revenues for Parks

Significant Use of Sales Tax for:

Activity Center Operations - \$	820,505
Park Related Personnel/Overhead - \$	<u>338,301</u>
	\$1,158,806

Historical Revenues

Fiscal 2021 Actual Receipts - \$1,708,319

Bond Market Considers Historical Revenues for Credit

Existing Fiscal 2022 Debt

Annual Debt on Outstanding Debt Supported by ABLC - \$557,069

Total Existing Debt Plus Dedicated Budget for Parks = \$1,715,875

ABLC Sales Tax Revenue Bonds

Angleton Better Living Corporation
Sales Tax Revenue Bond - Series 2022
Interest Rate at 3.00% / June Delivery

Fiscal Year End 30-Sep	Existing Debt Paid by ABLC	New - Sales Tax Revenue Bonds, S2022			Grand Total Debt Service
		Principal	Interest	Total	
2022	\$ 557,069		\$ 20,068	\$ 20,068	\$ 577,137
2023	536,583		104,700	104,700	641,283
2024	428,848	25,000	104,325	129,325	558,173
2025	427,673	25,000	103,575	128,575	556,248
2026	410,973	40,000	102,600	142,600	553,573
2027	262,173	155,000	99,675	254,675	516,848
2028	251,248	160,000	94,950	254,950	506,198
2029	245,398	165,000	90,075	255,075	500,473
2030	234,623	170,000	85,050	255,050	489,673
2031	229,648	175,000	79,875	254,875	484,523
2032	225,398	180,000	74,550	254,550	479,948
2033	221,091	185,000	69,075	254,075	475,166
2034	216,729	190,000	63,450	253,450	470,179
2035	212,366	195,000	57,675	252,675	465,041
2036	207,970	200,000	51,750	251,750	459,720
2037	203,540	210,000	45,600	255,600	459,140
2038	153,000	265,000	38,475	303,475	456,475
2039	150,100	275,000	30,375	305,375	455,475
2040	147,200	285,000	21,975	306,975	454,175
2041		290,000	13,350	303,350	303,350
2042		300,000	4,500	304,500	304,500
	\$ 5,321,630	\$ 3,490,000	\$ 1,355,668	\$ 4,845,668	\$ 10,167,298

Sources and Uses

Par Amount of Bonds	\$ 3,490,000
Total Sources	\$ 3,490,000
Underwriters Discount	\$ 41,880
Costs of Issuance	90,000
Debt Service Reserve	307,596
Construction Fund	3,050,524
Total Uses	\$ 3,490,000

ABLC Combination Tax and Revenue Certificates

Angleton Better Living Corporation
Combination Tax and Revenue Certificates of Obligation - Series 2022
Interest Rate at 2.50% / June Delivery

Fiscal Year End	Existing Debt Paid by	New - Sales Tax Revenue Bonds, S2022			Grand Total
		ABLC	Principal	Interest		Total
30-Sep					Debt Service
2022	\$ 557,069		\$ 16,723	\$ 16,723	\$ 573,792
2023	536,583		87,250	87,250	623,833
2024	428,848	25,000	86,938	111,938	540,786
2025	427,673	25,000	86,313	111,313	538,986
2026	410,973	40,000	85,500	125,500	536,473
2027	262,173	155,000	83,063	238,063	500,236
2028	251,248	160,000	79,125	239,125	490,373
2029	245,398	165,000	75,063	240,063	485,461
2030	234,623	170,000	70,875	240,875	475,498
2031	229,648	175,000	66,563	241,563	471,211
2032	225,398	180,000	62,125	242,125	467,523
2033	221,091	185,000	57,563	242,563	463,654
2034	216,729	190,000	52,875	242,875	459,604
2035	212,366	195,000	48,063	243,063	455,429
2036	207,970	200,000	43,125	243,125	451,095
2037	203,540	210,000	38,000	248,000	451,540
2038	153,000	265,000	32,063	297,063	450,063
2039	150,100	275,000	25,313	300,313	450,413
2040	147,200	285,000	18,313	303,313	450,513
2041		290,000	11,125	301,125	301,125
2042		300,000	3,750	303,750	303,750
	<u>\$ 5,321,630</u>	<u>\$ 3,490,000</u>	<u>\$ 1,129,723</u>	<u>\$ 4,619,723</u>	<u>\$ 9,941,353</u>

Sources and Uses

Par Amount of Bonds	\$ 3,490,000
Total Sources	\$ 3,490,000
Underwriters Discount	\$ 41,880
Costs of Issuance	90,000
Debt Service Reserve	-
Construction Fund	3,358,120
Total Uses	\$ 3,490,000

Disclosure

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result Hilltop Securities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. Hilltop Securities makes no claim the use of this communication will assure a successful outcome.

This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2021

PREPARED BY: Chris Hill, Director of Finance

AGENDA CONTENT: Discussion and possible action on the 2021-2022 fiscal year budget for ABLC and the Recreation Division.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: NA

EXECUTIVE SUMMARY:

Staff submitted budget requests for City Manager review and consideration based on strategic goals, staffing needs, and park and recreation projects.

Budget requests were discussed with ABLC on June 21, 2021. The ABLC and Recreation Division budgets were scheduled to be discussed at the August 2021 ABLC meeting but ABLC lacked a quorum.

ABLC requested staff present the City Council approved budget at the December ABLC meeting to suggest midyear budget adjustments.

RECOMMENDATION:

Staff recommends Angleton Better Living Corporation suggest midyear budget adjustments for the approved budget for fiscal year 2021-2022.



Approved Budget

2021-2022

The proposed budget will raise more total property taxes than last year's total tax levy by \$124,461 or 1.67%, and of that amount, \$124,461 is tax revenue to be raised from new property added to the tax roll this year.

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
ANGLETON BETTER LIVING CORPOR 40									
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR PROJECTED	APPROVED BUDGET	COMMENTS	\$ CHANGE BUDGET		
REVENUE									
MISCELLANEOUS TRANSFERS	\$1,684,240	\$1,746,321	4%	\$1,768,816	\$1,987,265	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		\$490,944		
	% CHANGE	13%		1%	24%				
ABLC EXPENDITURES									
TOTAL SERVICES	\$3,165	\$4,000	26%	\$2,500	\$3,650		(\$350)		
MISCELLANEOUS	\$10,288	\$54,107	426%	\$25,000	\$50,000		(\$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	REDUCE ABLC TRANSFER	(\$122,339)		
TOTAL DEPARTMENT	\$2,003,769	\$1,896,321	-5%	\$1,858,442	\$2,387,266		\$490,945		
	% CHANGE	-5%		-2%	28%				
REVENUE OVER/(UNDER) EXPENDITURES	(\$319,529)	\$0		\$60,374	(\$0)				

CITY OF ANGLETON										
FISCAL BUDGET YEAR										
OCT. 1, 2021 TO SEPT. 30, 2022										
Link										
ANGLETON BETTER LIVING CORPOR										
40										
REVENUE										
300										
LINKED TO INPUT										
MISCELLANEOUS										
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	% CHG.	COMMENTS
300	800	INTEREST	\$3,781	\$3,900	3%	\$4,334		\$4,500	4%	
300	801	ABLC SALES TAX	\$1,680,459	\$1,742,421	4%	\$1,764,482	Calculated by 10% from last year's actual	\$1,982,765	12%	Based on last three year's actuals and law change.
300	899	MISCELLANEOUS	\$0	\$0		\$0		\$0		
TOTAL MISCELLANEOUS			\$1,684,240	\$1,746,321	4%	\$1,768,816		\$1,987,265	12%	
			% CHANGE	4%		1%		12%		
				\$61,962						
TRANSFERS										
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED 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		Design services
TOTAL TRANSFERS			\$0	\$150,000		\$150,000		\$400,000	167%	
			% CHANGE			0%		167%		
TOTAL REVENUE			\$1,684,240	\$1,896,321	13%	\$1,918,816	\$22,495	\$2,387,265	24%	
			% CHANGE	13%		1%		24%		

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
ANGLETON BETTER LIVING CORPOR 40									
EXPENDITURES	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR PROJECTED	APPROVED BUDGET	% CHG.	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
TOTAL SERVICES	\$3,165	\$4,000	26%	\$2,500	\$3,650	46%		(\$350)	\$1,150
MISCELLANEOUS	\$10,288	\$54,107	426%	\$25,000	\$50,000	100%		(\$4,107)	\$25,000
CAPITAL EXPENDITURES	\$277,277	\$0		\$0	\$617,741		FREEDOM PARK MASTER PLAN DESIGN / OTHER PARK PROJECTS	\$617,741	\$617,741
OTHER	\$1,713,039	\$1,838,214	7%	\$1,830,942	\$1,715,875	-6%	REDUCE ABLC TRANSFER	(\$122,339)	(\$115,067)
TOTAL DEPARTMENT	\$2,003,769	\$1,896,321	-5%	\$1,858,442	\$2,387,266	28%		\$490,945	\$528,824
	% CHANGE		-5%			28%			

CITY OF ANGLETON FISCAL BUDGET YEAR OCT. 1, 2021 TO SEPT. 30, 2022												
ANGLETON BETTER LIVING CORP												
LINKED TO INPUT												
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	% CHG.	COMMENTS		
SERVICES												
506	415	ABLC-LEGAL & PROFESSIONAL	\$3,165	\$2,500	-21%	\$2,500		\$2,650	6%			
506	425	TRAVEL & TRAINING	\$0	\$1,500		\$0		\$1,000				
506	498	TRANSFER TO FUND BALANCE	\$0	\$0		\$0		\$0				
TOTAL SERVICES			\$3,165	\$4,000	26%	\$2,500		\$3,650	46%			
			% CHANGE	26%		-38%		46%				
MISCELLANEOUS												
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	% CHG.	COMMENTS		
506	520	ABLC-CONTINGENCY	\$10,260	\$54,107	427%	\$25,000	Rec Plaza Renovations	\$50,000	100%	This account is used for balancing Rec & ABLC		
506	599	MISCELLANEOUS EXPENSE	\$28	\$0		\$0		\$0				
TOTAL MISCELLANEOUS			\$10,288	\$54,107	426%	\$25,000		\$50,000	100%			
			% CHANGE	426%		-54%		100%				
CAPITAL EXPENDITURES												
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	% CHG.	COMMENTS		
506	605	LAND ACQUISITION	\$277,277	\$0		\$0		\$0				
506	615	ABLC-INFRASTRUCTURE	\$0	\$0		\$0		\$0				
506	625	PARK DESIGN - NEW ACCOUNT	\$0	\$0		\$0		\$400,000		Freedom Park Master Plan Design services ADA \$50k, Veterans \$75k, Welch \$92k		
506	625	OTHER PARK PROJECTS						\$217,741		Lakeside Park?		
TOTAL CAPITAL EXPENDITURES			\$277,277	\$0		\$0		\$617,741				
OTHER												
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	% CHG.	COMMENTS		
506	700	TRANSFER TO FUND BALANCE	\$0	\$0		\$0		\$0				
506	701	TRANSFER TO GF	\$360,462	\$378,414	5%	\$371,891		\$338,301	-9%	40% Parks Personnel, reduced from 50%		
506	705	TRANSFER TO DEBT SERVICE	\$443,976	\$681,336		\$625,478		\$557,069		Debt Service		
506	760	TRANSFER TO ACT CTR OP FUND	\$858,601	\$778,464	-9%	\$833,573		\$820,505	-2%	Transfer to Rec		
TOTAL OTHER			\$1,713,039	\$1,836,214	7%	\$1,830,942		\$1,715,875	-6%			
			% CHANGE	7%		0%		-6%				
TOTAL DEPARTMENT	506		\$2,003,769	\$1,896,321	-5%	\$1,858,442		\$2,387,266	28%			
			% CHANGE	-5%		-2%		28%				

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
ANGLETON RECREATION CENTER 60									
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR PROJECTED	APPROVED BUDGET	% CHG.	COMMENTS	\$ CHANGE BUDGET	
REVENUE									
PARKS & RECREATION	\$1,083,366	\$1,081,059		\$1,063,686	\$1,260,460	18%	RETURN TO AVERAGE	\$179,401	
MISCELLANEOUS	\$50,383	\$83,370	65%	\$27,279	\$25,467	-7%		(\$57,903)	
TRANSFERS	\$27,814	\$0		\$300,000	\$0		FUND BALANCE	\$0	
TOTAL REVENUE	\$1,161,563	\$1,164,429	0%	\$1,390,965	\$1,285,927	-8%		\$121,498	
	% CHANGE	0%		19%	-8%				
RECEXPENDITURES									
PERSONNEL SERVICES	\$849,867	\$781,828	-8%	\$756,660	\$763,880	1%		(\$17,948)	
TOTAL SUPPLIES	\$51,096	\$67,500	32%	\$47,896	\$53,712	100%		(\$13,788)	
REPAIR & MAINTENANCE	\$102,667	\$92,200	-10%	\$64,702	\$111,387			\$19,187	
TOTAL SERVICES	\$208,129	\$202,716	-3%	\$164,677	\$202,552	100%		(\$164)	
MISCELLANEOUS	\$69,370	\$74,450	7%	\$370,372	\$55,250	100%	FUND BALANCE ITEMS	(\$19,200)	
CAPITAL EXPENDITURES	\$52,295	\$0		\$0	\$94,589		REC CTR IMPROVMENTS	\$94,589	
TOTAL DEPARTMENT	\$1,333,424	\$1,218,694	-9%	\$1,404,307	\$1,281,370	-9%		\$62,676	
	% CHANGE	-9%		15%	-9%				
REVENUE OVER/(UNDER) EXPENDITURES	(\$171,861)	(\$54,265)		(\$13,342)	\$4,557				

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
ANGLETON RECREATION CENTER									
REVENUE									
60									
300									
MISCELLANEOUS									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS	
300	800	INTEREST	\$790	\$75	\$121		\$415		
300	811	GENERAL PROGRAMS	\$521	\$3,750	\$400		\$400		
300	813	YOUTH CAMPS	\$26,267	\$53,224	\$23,570		\$6,782		
300	814	COMMUNITY SPECIAL EVENTS	\$657	\$1,775	\$165		\$425		
300	815	FATHER DAUGHTER DANCE/MOTHER SOI	\$4,020	\$3,546	\$0		\$3,180		
300	816	HEALTH & WELLNESS	\$5,615	\$5,625	\$0		\$2,812		
300	817	SENIOR PROGRAMS	\$8,543	\$10,875	\$1,885		\$7,000		
	818	MISCELLANEOUS PROGRAMS	\$75	\$2,250	\$1,102		\$1,810		
Based on last three year's actuals and estimate for this year divided by four.									
300	899	MISCELLANEOUS	\$3,895	\$2,250	\$36		\$2,643		
TOTAL MISCELLANEOUS			\$50,383	\$83,370	\$27,279		\$25,467		
			% CHANGE	65%	-67%		-7%		
TRANSFERS									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS	
300	900	TRANSFER FROM FUND BALANCE	\$0	\$0	\$300,000		\$0		
300	903	TRANSFER FROM WATER FUND	\$27,814	\$0	\$0		\$0		
TOTAL TRANSFERS			\$27,814	\$0	\$300,000		\$0		
TOTAL REVENUE			\$1,161,563	\$1,164,429	\$1,390,965	\$226,536	\$1,285,927		
			% CHANGE	0%	19%		-8%		

CITY OF ANGLETON									
FISCAL BUDGET YEAR									
OCT. 1, 2021 TO SEPT. 30, 2022									
GENERAL									
REPAIR & MAINTENANCE									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS
506	310	EQUIPMENT	\$19,601	\$0		\$0		\$22,000	
506	315	POOL MAINTENANCE	\$23,211	\$29,500	27%	\$6,665		\$28,737	
506	316	COMPUTER MAINTENANCE	\$14,841	\$16,200	9%	\$13,037		\$16,650	
506	317	VEHICLE REPAIRS	\$779	\$1,500	93%	\$0		\$1,000	
506	320	BUILDING	\$44,235	\$45,000	2%	\$45,000		\$43,000	
TOTAL REPAIRS AND MAINT.			\$102,667	\$92,200	-10%	\$64,702		\$111,387	
			% CHANGE			-30%		72%	
SERVICES									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS
506	405	PHONES	\$635	\$850	34%	\$850		\$100	
506	410	UTILITIES	\$83,657	\$90,000	8%	\$77,151		\$90,000	
	412	GENERAL PROGRAMS	\$447	\$4,746		\$2,166		\$300	
	413	YOUTH CAMPS	\$34,457	\$19,200		\$15,916		\$8,100	
	414	COMMUNITY EVENTS	\$6,702	\$2,000		\$1,606		\$2,700	
	415	FATHER DD/COMMUNITY DANCES	\$2,176	\$0		\$0		\$2,385	
	416	HEALTH & WELLNESS	\$4,240	\$2,000		\$1,000		\$2,812	
	417	SENIOR PROGRAMS	\$8,868	\$12,000		\$5,327		\$11,800	
	418	MISC/GENERAL PROGRAMS	\$1,594	\$2,040		\$60		\$4,120	
506	420	DUES/SUBSCRIPTIONS	\$4,204	\$6,000	43%	\$4,947		\$4,285	
506	425	TRAVEL/TRAINING	\$4,111	\$8,000	95%	\$4,995		\$8,862	
506	446	ADVERTISING	\$17,354	\$10,000	-42%	\$9,943		\$12,000	
506	457	CONTRACT LABOR - INSTRUCTORS	\$28,125	\$35,880	28%	\$34,178		\$42,120	
506	458	CONTRACT LABOR	\$2,800	\$4,000	43%	\$3,000		\$4,968	
506	476	CREDIT CARD FEES	\$8,399	\$6,000	-29%	\$3,538		\$5,000	
506	477	SCHOLARSHIP FUND	\$0	\$0		\$0		\$3,000	
506	485	CONTRACT LEAGUES - ESCROW	?	?		?		?	
TOTAL SERVICES			\$208,129	\$202,716	-3%	\$164,677		\$202,552	
			% CHANGE			-19%		23%	
MISCELLANEOUS									
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS
506	503	SURETY & NOTARY INSURANCE	\$0	\$0		\$0		\$200	
506	505	INSURANCE	\$7,726	\$7,500		\$3,839		\$4,000	MOBILE EQUIPMENT
506	506	VEHICLE INSURANCE	\$1,070	\$1,700		\$1,700		\$2,000	
506	507	BUILDING INSURANCE	\$48,452	\$48,000		\$43,091		\$45,000	
506	510	EMPLOYEE APPRECIATION	\$270	\$250		\$250		\$1,050	
506	511	TUITION REIMBURSEMENT	\$1,000	\$4,000		\$3,000		\$2,000	
506	520	CONTINGENCY	\$8,573	\$10,000		\$316,492	Reroof project: \$217,127 Pool door replacement: \$39,982 Pool slide repair: \$59,383.70	?	Cares Funds
506	525	REC CENTER REFUNDS	\$2,220	\$3,000	35%	\$2,000		\$1,000	
TOTAL MISCELLANEOUS			\$69,370	\$74,450	7%	\$370,372		\$55,250	
			% CHANGE			397%		-85%	

CITY OF ANGLETON										
FISCAL BUDGET YEAR										
OCT. 1, 2021 TO SEPT. 30, 2022										
GENERAL										
LINK										
506										
CAPITAL EXPENDITURES										
DEPARTMENT	ACCT	ACCT DESC.	LAST YEAR	CURRENT BUDGET	% CHG.	PROJECTED	COMMENTS	APPROVED BUDGET	COMMENTS	
506	627	CAPITAL PROJECT	\$52,295	\$0		\$0		\$94,589	Updated LED parking lot lights: \$9,585 Room Wall Divider Replacement: \$22,000; Autodoor replacement around facility: \$30,000; Rm. 1 Kitchen renovations: \$14,501; Pool manager office renovation: \$4056; Pool Damper Replacement: \$16,000, Updated Scoreboard: 7470.54	
TOTAL CAPITAL EXPENDITURES			\$52,295	\$0		\$0		\$94,589		
TOTAL DEPARTMENT			\$1,333,424	\$1,218,694	-9%	\$1,404,307		\$1,281,370		
			% CHANGE			15%			-9%	



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on funding the ADA Self Evaluation and Transition Plan proposal from Kimley Horn.

AGENDA ITEM SECTION: Parks

BUDGETED AMOUNT: \$50,000 **FUNDS REQUESTED:** \$50,000

FUND: 40-506-625

EXECUTIVE SUMMARY:

The City of Angleton sought out qualified and experienced consultants with project experience in ADA surveys, transition plan development and implementation to bring the City's programs, services, and facilities into compliance with Title II of ADA and the Texas Accessibility Standards. The major deliverable is a comprehensive ADA Transition Plan for the City of Angleton that includes a process for keeping it sustainable into the future.

Under Title II of the Americans with Disabilities Act (ADA), the City of Angleton is required to complete a self-evaluation and transition plan for its programs, services, and facilities to identify barriers and improve accessibility.

The project is to prepare the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Angleton. The project will include, but not be limited to, a review of City facilities and associated parking lots, parks and associated parking lots, signalized intersections, existing sidewalks and associated curb ramps, design and construction standards, documented public concerns, programs, procedures, and policies.

The City has 112 miles of maintained roads, with approximately thirty-five percent being curb and gutter, owns approximately nine buildings, 200 park acres, some of which are passive park acres or natural green spaces, that will be included in the Transition Plan.

The Request for Qualifications was released on August 10, 2021, the deadline for submissions was September 17, 2021, interviews with the top two firms (Kimley Horn and WT Group) were held on October 18, 2021, and Kimley Horn was notified they were the firm selected on October 18, 2021.

The City of Angleton's ADA Self Evaluation and Transition Plan will be a multiphase project. The first phase will consist of project management, self-evaluation of non-facilities (meeting agendas

and minutes, employment practices, and emergency management documents), Angleton Recreation Center, programmed parks, sidewalk and unsignalized intersection inventory, signalized intersections, sidewalk corridors, unsignalized intersections and driveways, transition plan development, and associated stakeholder meetings.

RECOMMENDATION:

Staff recommends ABLC approve additional funding for the ADA Self Evaluation and Transition Plan proposal from Kimley Horn for a total project amount of \$100,000.

SUGGESTED MOTION:

I move we approve funding for the ADA Self Evaluation and Transition Plan proposal from Kimley Horn in the amount of \$100,000.

11 November 2021

Megan Mainer
Director of Parks & Recreation
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: Professional Services Agreement

Dear Ms. Mainer:

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Angleton ("Client") for developing the City of Angleton Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Project Understanding

The Client wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.

This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of select City programs, services, and activities; design standards; buildings and associated parking lots including paths of travel; parks and associated parking lots including paths of travel, park sidewalk, associated curb ramps, unpaved pedestrian trails, and pedestrian bridges; signalized intersections; and public rights-of-way sidewalks and associated curb ramps. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in the Scope of Services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.
- 1.3 The Consultant will participate in conference calls with the Client to discuss the project (up to 3 hours).

Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet with Client staff representing major program areas and orient them to the process that will be used to develop the Client's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with Client staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include a list of all Client sponsored programs and Client leased and owned facilities to be included in the project. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

Task 3 – Self-Evaluation

- 3.1 External ADA Advisory Committee. The Consultant will assist the Client in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by:

- Compiling a list of local disability organizations and their contact information; and
- Writing a template letter for the Client to distribute to the local disability contact list requesting their participation on the ADA Advisory Committee.

Meetings between the Consultant and the external ADA Advisory Committee are listed in **Task 5.**

- 3.2 Programs, Services, and Activities Review. The Consultant will evaluate the current level of program, procedure, and policy accessibility by reviewing information available on the City's website and administering program questionnaires and/or conducting in-person interviews as necessary with Client staff to evaluate current City status regarding ADA requirements of the following:

- Meeting Agendas
 - Angleton Better Living Corporation (dated 10/18/21)
 - Board of Adjustments (dated 8/26/21)
 - City Council (dated 11/15/21)
 - Keep Angleton Beautiful Commission (dated 10/25/21)
 - Planning and Zoning Commission (dated 11/4/21)
 - Senior Commission (dated 10/4/21)
- City Council Meeting Minutes (dated 4/27/21)
- Employment Practices
 - Job Descriptions
 - Maintenance Technician
 - Telecommunications Officer
 - Firefighter
 - Municipal Court Clerk
 - ADA Request for Accommodation Form
 - ADA/ADAA Policy Number HR-12 (dated 5/3/19)
 - Employee Policy Manual (dated 1/1/21)
- Emergency Management Documents
 - State Planning Standards Checklist for the Basic Plan (Version 2.0, dated 05/05)
 - Emergency Management Plan for City of Angleton (Version 2.0, dated 10/12)

3.3 Design Standards Review. The Consultant will review the Parkland Dedication Ordinance Appendix B - Proposed Minimum Park Standards for consistency with the 2010 ADA Standards for Accessible Design and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

3.4 Facilities Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 3.4.1.1 – 3.4.1.4** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The evaluation forms for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards. All field data will be compatible with the Client's existing Geographic Information System (GIS). The Consultant will provide up to two (2) hours of in-field evaluation discussions with Client staff. In-field discussions will occur during the scheduled field evaluations.

3.4.1 Facilities Listing

3.4.1.1 Buildings and Parking Lots – The building listed in **Table 1** will be evaluated:

Table 1. Recreation

Building Name	Building Address	Sq. Ft.	Year
1. Rec Center and	1601 N. Valderas Street	57,720	2003

Building evaluations are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

3.4.1.2 Building Sidewalks – Up to 0.2 linear miles of on-site building sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will be evaluated.

3.4.1.3 Parks and Parking Lots – The parks and amenities listed in **Table 2** will be evaluated:

Table 2. Parks

Park Name	Park/Facility Address	Size	Year
1. Masterson Park	101 S. Arcola Street	0.92	
<i>Pavilion</i>			
<i>Playgrounds (1)</i>		N/A	2001
2. BG Peck Soccer	709 Kelly Boulevard	44.56	
<i>Pavilion</i>			
<i>Concessions</i>	1505 Fire Field Road	1,200 SF	1978
3. Dickey Park	813 W. Mulberry Street	14.67	
<i>Softball Fields (3)</i>			
<i>Bathhouse</i>		400 SF	1994

Park Name	Park/Facility Address	Size	Year
<i>Horseshoe Court</i>			
<i>Pavilions (2)</i>		N/A	1989
<i>Picnic Grounds</i>			
<i>Playground</i>		N/A	2001
<i>Volleyball Court</i>			
<i>Disc Golf</i>			
4. Bates Park		23.93	
<i>Concessions</i>			
<i>Disc Golf</i>			
<i>Pavilions (2)</i>	700 Bates Park Road	N/A	1995
<i>Picnic Ground</i>			
<i>Playground</i>		N/A	2000
<i>Basketball Court</i>			
<i>Baseball Fields (2)</i>		N/A	2002
<i>Soccer/Football Field</i>			
5. Brushy Bayou Park	100 Meadow Creek Road	1.45	
<i>Pavilion</i>		N/A	1995
<i>Playground</i>		N/A	1995
6. Freedom Park		43.64	
<i>Walking trail (unpaved)</i>		0.75 mile	
<i>Baseball Fields (4)</i>			
<i>Bathhouse</i>	3105 N. Downing Street	400 SF	2010
<i>Concessions</i>			
<i>Pavilions (3)</i>		N/A	2002
<i>Playground</i>		N/A	2002
<i>Shelter & Equipment</i>		1200 SF	1992
7. Officer Cash Memorial	535 S. Anderson Street	2.98	
<i>Pavilion</i>			
8. Veterans Park	115 E. Magnolia Street	0.45	
<i>Pedestrian bridge</i>		N/A	

3.4.1.4 **Park Sidewalks** – Up to two (2) linear miles of park sidewalk will be evaluated. All curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant along this sidewalk will be evaluated.

3.4.1.5 **Sidewalk and Unsignalized Intersection Inventory.** The Consultant will use aerial imagery to trace the entire pedestrian path of travel within the public rights-of-way maintained by the City including sidewalk, pedestrian street crossing, and pedestrian driveway crossings. Associated unsignalized intersections and driveways will also be identified. No attributes will be included. The resulting inventory will be provided in ESRI GIS file format. **Task 3.4.1.5** includes 20 hours of effort. Effort

above 20 hours will be considered Additional Services.

- 3.4.1.6 Signalized Intersections – The following signalized intersections will be evaluated:
- N. Downing Street and E. Wilkens Street
 - N. Downing Street and E. Kiber Street
- 3.4.1.7 Sidewalk Corridors – Up to one (1) linear miles of sidewalks will be evaluated.
- 3.4.1.8 Unsignalized Intersections and Driveways – Unsignalized intersections and driveways along the sidewalk in **Task 3.4.1.7** will be evaluated. The Consultant estimates this task will include the evaluation of up to eight (8) intersections and up to 74 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

Facility Reports. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and include the following:

- Listing of facilities that are in compliance with ADA requirements.
- Listing of facilities that are not in compliance with ADA requirements.
- Possible solutions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant.
- "Cost report" that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.4.1.1 – 3.4.1.4** will be based on the Means ADA Compliance Pricing Guide, 2nd edition for interior elements and current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects for exterior elements. Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects for exterior elements. Changes to the pay item units after project commencement will be considered Additional Services.
- Photolog summary for each facility (photos for sidewalks will be attached to the GIS database but will not be provided on each facility report). Individual barrier photo files will be provided in .JPG format and attached to the GIS database.
- The compliance status and possible solutions for facilities listed in **Tasks 3.5.1.1 – 3.4.1.4** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The compliance status and possible solutions for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on the 2011 Proposed Accessibility Guidelines

for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards.

Task 4 – Transition Plan Development

The Consultant will coordinate with Client staff in developing the Transition Plan as follows:

- 4.1 ADA/504 Coordinator. The Consultant will work with the Client to define the role and responsibilities of the ADA/504 Coordinator.
- 4.2 Grievance Policy and Procedure. The Consultant will review the City's existing ADA grievance policy, procedure, and complaint form.
- 4.3 ADA Notice. The Consultant will review the City's existing ADA Notice.
- 4.4 Prioritization Criteria. The Consultant will recommend criteria for prioritizing identified accessibility improvements.
- 4.5 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, or other exceptions and exemptions as stated in the applicable accessibility standards.
- 4.6 Budget. The Consultant will assist the Client to develop a multi-year budget needed for accessibility improvements. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the City's eligibility for each funding source. The Consultant will develop an ESRI dashboard for viewing project data, including cost and priority.
- 4.7 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the Client. The plan will include:
 - Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of Self-Evaluation; and
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Consultant will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the Client.

- 4.8 Final Transition Plan. The Consultant will address one (1) round of comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Client. The Consultant will provide the following deliverables to the Client:

- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats; and
- Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.

Task 5 – Meetings

- 5.1 Progress Meeting. The Consultant will assist the Client in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. The Consultant will prepare for and attend up to one (1) in-person progress meetings with Client staff and the newly created ADA Liaison Committee. The Consultant will produce meeting materials and handouts and prepare meeting notes, including a summary of action items resulting from the meetings (2-hour meeting).
- 5.2 External ADA Advisory Committee Meeting. The Consultant will prepare for and attend up to one (1) in-person meeting with Client staff and the newly created ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The Consultant will produce meeting materials and handouts and prepare meetings notes, including a summary of action items resulting from the meetings (1-hour meeting). The City will be responsible contracting for all effective communication services, including but not limited to sign language interpreting and captioning services. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered Additional Services. Meeting materials to be provided by the Consultant:
- PowerPoint presentation;
 - Interactive online map that allows for geo-referenced public input; and
 - Public access survey in SurveyMonkey.
- 5.3 Council Meeting. The Consultant will prepare for and attend one (1) Client Council meeting. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meeting).

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Review of programs, services, and activities not listed in **Task 3.2**;
- Review of design standards not listed in **Task 3.3**;
- Evaluation and reporting of facilities not listed in **Task 3.4**;
- Evaluation of areas used only by employees as work areas;
- Providing printed copies of Appendices.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable and work with the Client to develop a mutually agreeable schedule.

Deliverables

The Consultant will deliver the following materials to the Client:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
- Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.
- Field work data in GIS format, compatible with the Client's GIS system.
- An ESRI dashboard for viewing project data, including cost and priority.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$ 10,300
Task 2	Project Kick-off Meeting	\$ 5,000
Task 3	Self-Evaluation	
	• Non-Facilities	\$ 8,100
	• Facilities Review and Facility Reports	
	○ Buildings	\$ 4,700
	○ Parks	\$ 16,800
	○ Sidewalk and Unsignalized Intersection Inventory	\$ 2,700
	○ Signalized Intersections	\$ 2,100
	○ Sidewalk Corridors	\$ 4,200
	○ Unsignalized Intersection and Driveways	\$ 4,500
Task 4	Transition Plan Development	\$ 26,600
Task 5	Meetings	\$ 15,000
Total Lump Sum Fee		\$100,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Angleton.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Erin Eurek, P.E.

Title: Project Manager

CITY OF ANGLETON

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Signed:

Printed Name: Scott Arnold, P.E.

Title: Vice President

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

DRAFT

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal,

or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

City of Angleton ADA Self-Evaluation and Transition Plan

PROPOSED PROJECT SCHEDULE
(Meeting Dates to be Determined)

Notice to Proceed:	Late December 2021
Project Kick-off Meeting:	Early January 2022
Self-Evaluation:	January – April 2022
<ul style="list-style-type: none"> • External ADA Advisory Committee • Program, Services, and Activities Review • Design Standards Review • Public Rights-of-Way Inventory • Facilities Review/Reports 	
Submit Self-Evaluation Draft Deliverables:	April 29, 2022
Progress Meeting:	Early May 2022
<ul style="list-style-type: none"> • Present Self-Evaluation Findings • Coordinate with City staff in development of strategy for developing Transition Plan • Coordinate with City staff in developing prioritization and evaluation criteria for facility reviews 	
External ADA Advisory Committee Meeting:	Late May 2022
<ul style="list-style-type: none"> • Introduce project • Present Self-Evaluation Finding • Solicit feedback 	
Draft Transition Plan Development:	April – May 2022
<ul style="list-style-type: none"> • ADA/504 Coordinator Roles and Responsibilities • Grievance Policy and Procedure Review • ADA Notice Review • Draft Transition Plan Development 	
Submit Draft Transition Plan:	May 31, 2022
City Comments on Draft Transition Plan due to Consultant Team:	June 30, 2022
Submit Final Transition Plan:	July 29, 2022
Submit City Council Meeting Materials:	August 2022 <i>(City to confirm date)</i>
City Council Meeting:	September 13, 2022



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on partially funding improvements for Angleton Independent School District tennis courts on Downing Street.

AGENDA ITEM SECTION: Parks

BUDGETED AMOUNT: \$0.00 **FUNDS REQUESTED:** \$26,500.00

FUND: 40-400-999

EXECUTIVE SUMMARY:

Staff has been approached by several stakeholders regarding tennis court rehab on Downing Street as a joint partnership or contractual agreement with the Angleton Independent School District. Staff met with AISD Superintendent, Phil Edwards, who was open to resurfacing the tennis complex and installing solar lights. Estimated costs for these improvements are about \$52,305.44; \$8,005.44 for 6 solar lights not including shipping and \$43,400 for crack fill and resurfacing.

RECOMMENDATION:

Staff recommends ABLC approve funds requested in the amount of \$26,500 to partially fund improvements to Angleton Independent School District tennis courts on Downing Street and pursue an interlocal agreement for use.

SUGGESTED RECOMMENDATION:

I move we approve funds requested in the amount of \$26,500 to partially fund improvements to Angleton Independent School District tennis courts on Downing Street and pursue an interlocal agreement for use.



TENNIS COURT RESURFACE QUOTATION

Classic Sports 1936 Old Holzwarth Rd. Spring, TX 77388	(713) 550-2846 (281) 907-6578 (F)	Date: January 14, 2020 Terms: 1/2 down, net 10 days
To: City of Angleton Location : 1900 N Downing Street, Angleton		Prices quoted are valid for 30 days

We hereby submit specifications for the resurfacing of 6 tennis courts

Classic Sports will:

1. Power wash court(s) removing dirt and algae.
2. Flood court(s). Allow water to drain off court. Patch court(s) where water stands more than 1/8" in depth and grind the patch smooth. Fill cracks with acrylic court patch and grind smooth.
3. Apply **one (1) coat of Plexipave acrylic resurfacer** with sand over **entire** court(s).
4. Scrape and clean courts with power blower between each coat.
5. Apply **two (2) coats of factory fortified Plexipave acrylic** color.
6. Stripe court(s) with textured acrylic white line paint to USTA specifications.
7. Option : Stripe for pickleball, no additional charge paint lines for basketball, no additional charge
8. Repaint net posts, install new nets
9. Remove all trash and clean area.
10. Court color to be green play area and California red perimeter

Price.....\$ 23,300 + Sales Tax

Sales Tax will be added to invoice, unless exemption form is on file.

Large crack repair with Riteway crack repair system 1,500 linear feet \$ 21,000

Small cracks can not be repaired and may return

QUALITY WORK DONE RIGHT THE FIRST TIME!

Guarantee: CLASSIC SPORTS warrants flaws in materials or workmanship for three (3) years.

Cracks and peeling are excluded from warranty. Cracks and peeling will return at any time.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: x _____

Date: _____

Signature: Sandra Speck

Date: 01/14/2020





AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion on Community Development Block Grant CARES Act (CDBG-CV) funds for the Community Resiliency Program and Angleton's application.

AGENDA ITEM SECTION: Recreation

BUDGETED AMOUNT: \$0.00 **FUNDS REQUESTED:** \$0.00

FUND: NA

EXECUTIVE SUMMARY:

The Texas Department of Housing and Community Affairs (the Department or TDHCA) has announced a Notice of Funding Availability (NOFA) of approximately \$38 million in Community Development Block Grant CARES Act (CDBG-CV) funds for the Community Resiliency Program. The Community Resiliency Program is targeted for projects serving low-and-moderate income areas, as well as rural and small metro communities, to address the social and economic impacts of coronavirus and to improve access to social services and healthcare.

Funds dedicated to this activity will allow low-and moderate-income areas, and rural and small metro communities to address gaps in their ability to prepare, prevent and respond to SARS-CoV-2 or another coronavirus with pandemic potential, by creating, expanding, or enhancing public facilities that provide medical care, social services, and/or emergency housing and increasing the community's long-term resiliency and ability to mitigate future coronavirus outbreaks. Due to the COVID-19 pandemic senior centers have been required to reduce capacity and services to clients to adhere to CDC guidelines and social distancing. CDBG-CV funds are eligible to be used for activities which help augment a community's ability to be more resilient in preparing for and responding to future pandemics.

CDBG-CV funds may be used for the construction of a public facility to prevent or respond to the spread of coronavirus, or to prepare for future pandemics. Construction of a senior center to improve the structure of the building including improving ventilation, the addition of sanitation stations for the elderly, encouraging social distancing, and improvements which will allow contactless meal pickups if necessary.

The minimum amount that may be requested by an applicant is \$300,000 for a Public Services Activity and \$500,000 for a Public Facilities and Improvements Activity and the total maximum amount that may be requested by an applicant is \$5,000,000.

CDBG-CV CRP applications are due January 19, 2022, award announcements March 10, 2022, and estimated grant contract start date would be March 15, 2022.

The City plans to pursue CDBG-CV CRP grant funds to erect a Senior Center separate from but adjacent to the Angleton Recreation Center to promote growth of Senior Citizen programs, support the senior citizen agency partnerships, improve social distancing for the senior citizen population, expand opportunities for City operations and office space, as well as establish a dedicated emergency operations center during a crisis. A dedicated Senior Citizen facility and Emergency Operations Center will allow the City to address office and program space constraints within the Angleton Recreation Center while creating opportunities for additional revenue generating services like increased facility rentals, recreational programs, and member services.

RECOMMENDATION:

Staff recommends ABLC discuss Angleton's grant application for the Community Development Block Grant CARES Act (CDBG-CV) funds for the Community Resiliency Program.



**NOTICE OF FUNDING AVAILABILITY FOR THE
COMMUNITY RESILIENCY PROGRAM**
A COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) PROGRAM

CFDA# 14.218

October 25, 2021, **as amended**

Amended changes are notated in green font

Table of Contents

Part I: Notice of Funding Availability..... 3
Part II: Application Requirements..... 6
Part III: Eligible Applications 10
Part IV: Federal Program Requirements 14
Part V: Program Administration and Performance..... 16
Part VI: Application Procedures and Content..... 17

Part I: Notice of Funding Availability

1) Overview

The Texas Department of Housing and Community Affairs (the Department or TDHCA) is pleased to announce a Notice of Funding Availability (NOFA) of approximately \$38 million in Community Development Block Grant CARES Act (CDBG-CV) funds for the *Community Resiliency Program*. The Community Resiliency Program is targeted for projects serving low-and-moderate income areas, as well as rural and small metro communities, to address the social and economic impacts of coronavirus and to improve access to social services and healthcare.

Funds dedicated to this activity will allow low- and moderate-income areas, and rural and small metro communities to address gaps in their ability to prepare, prevent and respond to SARS-CoV-2 or another coronavirus with pandemic potential, by creating, expanding, or enhancing public facilities that provide medical care, social services, and/or emergency housing and increasing the community's long-term resiliency and ability to mitigate future coronavirus outbreaks. Due to the COVID-19 pandemic, homeless emergency shelters, health clinics/facilities, medical facilities, domestic violence facilities, and senior centers have been required to reduce capacity and services to clients, and establish non-congregate shelters to adhere to CDC guidelines and social distancing. Many rural and smaller urban areas lack capacity in these critical areas which limited a quick and effective response to the pandemic. Existing public facility structures can be modified to prevent the transmission of the coronavirus and allow for adequate social distancing or remote access. Further, few rural and small metro areas have had the opportunity to implement mobile response units or emergency medical services that would have a positive impact on their capability to reach certain households. CDBG-CV funds are eligible to be used for activities which help augment a community's ability to be more resilient in preparing for and responding to future pandemics.

2) Eligible Applicants and Funds Available

Eligible applicants include non-entitlement units of general local government (UGLGs). Non-entitlement units of general local government are cities with populations of less than 50,000 (except cities that are designated principal cities of Metropolitan Statistical Areas), and counties with populations of less than 200,000. By definition, these Texas cities or counties are not already participating in the HUD-administered CDBG Entitlement program or CDBG-CV funds either as a direct entitlement, or as part of an Urban County consortium.

An applicant shall be in good standing, as applicable, with the Department, Texas Comptroller of Public Accounts, HUD, and the Texas Department of Agriculture (the administrator of the regular allocation of state CDBG funds).

Funds requested for administration are limited to 13 percent for Public Facilities and Improvements projects and 8 percent for Public Service projects of the total amount of funds requested. Per 24 CFR §570.206 program administration activities include: general management, oversight and coordination including salaries, wages and related costs, administrative services performed under third party contracts or agreements, other costs for goods and services required for administration of the program, and indirect costs. Preparation of a CDBG-CV Application in response to this NOFA is also an eligible administrative cost and may be reimbursed.

3) Estimated Program Timeline

Event	Date
NOFA Published and Application Release	October 1, 2021
NOFA/Application Workshop	October 13, 2021
Application Deadline	January 19, 2022
Estimated Award Announcements	March 10, 2022
Estimated Grant Contract Start Date	March 15, 2022

4) Authorizing Legislation

Funding under this NOFA is made available pursuant to the authority provided under the CARES Act, the Housing and Community Development Act of 1974, as amended and codified at Title 42 United States Code (U.S.C.) §5301; the Federal CDBG Regulations 24 CFR Part 570 (as applicable); and the CDBG-CV notice found at FR 6218-N-01.

Applicants should read this NOFA in conjunction with the following regulations that establish federal and state requirements. Relevant legal authority includes, but is not limited to, the following as now in effect or as amended in the future:

- [CARES Act \(Public Law No: 116-136\)](#)
- [Texas Government Code 2105: Administration of Block Grants](#)
- [Housing and Community Development Act of 1974 \(42 U.S.C. 5301 et seq\)](#)
- [24 CFR Part 570](#)
- [CDBG-CV Notice, FR-6218-N-01](#)
- [24 CFR Part 58](#)
- [2 CFR Part 200](#)
- [Texas Grant Management Standards](#)
- [Texas Department of Housing and Community Affairs 2019 Annual Action Plan, as amended](#)
- [Texas Administrative Code: Title 10, Part 1, Chapters 1 and 2](#)

If state or federal statutes or regulations, or other laws, relating to the CDBG-CV funds are modified by the United States Congress, HUD, the Department, the Texas State Legislature, or the Governor, the changes may become effective immediately and may be applicable to this NOFA and existing contracts.

If there is a conflict between the state and federal regulations, the federal regulations shall prevail, otherwise the Subrecipient shall follow the more restrictive requirement. In addition, the Department reserves the right, at its sole discretion, to amend or cancel any or all provisions of this NOFA until contracts are executed. If such an action occurs, the Department will notify interested parties.

5) Conditions

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to the following conditions:

1. The ongoing availability of funds; and
2. The continued authority of the Department to administer the CDBG-CV funds.

In the event that funds are not available to fund any or all activities offered herein, or if the Department's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding or contracts pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to an applicant.

6) Award Limits and Award Recommendations

A. Award Limits. The minimum amount that may be requested by an applicant is **\$300,000 for a Public Services Activity and \$500,000 for a Public Facilities and Improvements Activity** and the total maximum amount that may be requested by an applicant is \$5,000,000.

B. Award Recommendations. A non-entitlement entity may be recommended by the Executive Award Recommendation Committee for a maximum of \$ 5,000,000 for all activities, unless the following conditions exist:

1. the NOFA has remaining funds after all project application amounts have been totaled on **January 19, 2022**; or
2. the NOFA has remaining funds after the Board awards funds to project applications received by **January 19, 2022** and all remaining project applications have been terminated or otherwise not recommended for an award and all appeal rights have been exhausted.

Even if these conditions exist, the Governing Board, in its sole discretion, may elect not to award funds to a non-entitlement entity greater than \$5,000,000 and may instead direct staff to put these funds into other eligible CDBG activities outside this NOFA.

7) Project Limits

A. Public Facilities and Improvements – A separate application must be submitted for each Activity and must not exceed the total maximum of \$5,000,000.

B. Public Services Activity – One application may be submitted for one or more Public Service projects and must not exceed the total maximum of \$5,000,000. Each activity is a stand-alone project and requires a complete and separate *Project Budget and Key Milestones* form.

8) Duplication of benefits

A duplication of benefit (DoB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total amount needed for assistance. The amount of

the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source. See Stafford Act (42 U.S.C. § 5155; HUD Memorandum dated 9 April 2020, subject: 'CARES ACT Flexibilities for CDBG funds used to support coronavirus response and plan amendment waiver')

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

Per CDBG-CV Notice Part III.B.9, it is the Department's responsibility to ensure that each CDBG-CV grantee provides assistance only to the extent that the financial assistance needs have not been met by another source.

If a non-entitlement city or county is awarded funds for the same activity with another funding source other than CDBG-CV, that city or county will be prohibited from receiving CDBG-CV funds. Funding requested must be limited to the eligible activities as described in Part II of this NOFA.

Applicants will be required to submit duplication of benefits policies at application and awardees will be required to continue to report on duplication of benefits throughout the expenditure period for the CDBG-CV funds.

Part II: Application Requirements

1) Applicant Threshold Requirements

CDBG-CV Applications must:

- meet a CDBG National Objective
- be an Eligible Activity under CDBG-CV with Coronavirus Tieback, which includes preparation for future pandemics;
- be from a non-entitlement unit of general local government. Non-entitlement units are cities with populations of less than 50,000 (except cities that are designated principal cities of Metropolitan Statistical Areas), and counties with populations of less than 200,000;
- not be suspended or debarred as per General Services Administration (GSA) Excluded Parties List System (EPLS) in the System of Award Management (SAM) Program (this includes the non-entitlement entity and its Principals);
- have an active registration in the System of Award Management (SAM) Program;
- comply with the audit requirement of the Federal or Texas Single Audit Act, if applicable;
- meet Citizen Participation requirements;
- pass Previous Participation review; and
- ensure project readiness to proceed upon award.

Coronavirus Tieback

The proposed project must be designed to prevent, prepare for, or respond (also known as PPR) to coronavirus. This tieback may relate to the current pandemic or may relate to mitigating potential future coronavirus pandemic impacts. PPR Tieback Quick Guide can be found [here](#).

Priority will be given to those applications with a readiness to proceed that are “shovel-ready,” as reflected in the scoring matrix.

The Department will be accepting applications beginning October 1, 2021 utilizing Smartsheets, a web-based application. CDBG-CV Community Resiliency Program applications will be due no later than **January 19, 2022** at 5:00 p.m. Austin Standard Time.

Applicants may submit one application per Public Facilities and Improvements project and may submit one application for one or more Public Service projects without exceeding the maximum amount of \$5,000,000.

Any Application received after the due date will not be accepted.

2) Targeted CDBG National Objectives

A non-entitlement community must meet one of the following CDBG national objectives:

A. Principally benefit low- and moderate income persons (LMI) – 24 CFR §570.483(b)

- LMI-Area Benefit (LMA), as defined by census tracts and block groups.
 - LMA eligibility is based on American Community Survey using Census Geographies
 - At least 51 percent of households in the area must be earning at least 80% or below Area Median Income (AMI) to meet LMA
 - Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need a separate application.
 - Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA eligibility should be determined from the Map Application at HUD’s Low- and Moderate-Income Summary Data Application page. Instructions for HUD’s mapping application can be found at this link:
<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>
 - Be of such nature and in such location that it may reasonably be concluded that the activity’s clientele will primarily be LMI persons. Reference: 24 CFR §570.208(a)(2)(i)(D)

or

B. Limited clientele activities (LMC), as defined by income limits of presumed benefit.

- LMC refers to persons who earn 80 percent or less of AMI for the county of residence, as updated annually by HUD.
- LMC may also require information on household size and income so that it is evident that at least 51 percent of the clientele are persons whose household income does not exceed the low- and moderate-income limit;
- LMC must also have income eligibility requirements which limit the activity exclusively to low- and moderate-income persons; or
- LMC must be of such nature, and be in such location, that it may be concluded that the activity's clientele will primarily be low- and moderate-income persons.
- LMC activities that are presumed benefit
- Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:
 - Seniors
 - Persons with a disability (must meet the [Bureau of the Census' Current Population Report's definition of "severely disabled"](#))
 - Homeless persons
 - Abused children
 - Battered spouses
 - Illiterate adults
 - Persons living with acquired immunodeficiency syndrome (AIDS)
 - Migrant workers

3) Eligible Activities

As per the Department's approved Third Substantial Amendment to the 2019 State of Texas Consolidated Plan: One-Year Action Plan, the following activities are permitted:

A. Public Facilities and Improvements Activity with a documented COVID-19 Tie-back.

Acquisition and/or rehabilitation, or new construction related to publicly owned:

- homeless shelters/facilities, (presumed benefit population)
- domestic violence centers/facilities, (presumed benefit population)
- health clinics (area benefit)
- emergency medical (EMS) stations (area benefit), and
- senior centers/facilities (presumed benefit population).

Acquisition related activities:

CDBG-CV funds may be used to pay the cost of identifying the property to be acquired for eligible public facilities and improvements, purchasing the property based on the Fair Market Value in compliance with the Uniform Assistance and Real Property Acquisition Act (URA), and other related costs such as appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. An environmental review using the HUD standards at 24 CFR Part 58 must be completed prior to the acquisition of any property including the signing of all contracts or earnest money agreements for the subject property. Please consult with TDHCA staff about the Part 58 requirements before taking any actions to acquire property.

Construction or Rehabilitation activities:

CDBG-CV funds may be used for the construction or rehabilitation of a public facility to prevent or respond to the spread of coronavirus, or to prepare for future pandemics. Rehabilitation includes establishing appropriately ventilated spaces for the public facilities listed above. An additional CDBG-CV eligible activity is the acquisition and rehabilitation (if necessary) of buildings to expand the capacity for non-congregate shelter where such temporary housing is not sufficient during a coronavirus pandemic or epidemic. CDBG-CV funds available under this Notice may not be used for permanent supportive housing or transitional housing.

Any facilities funded with CDBG-CV funds will be required to have a Use of Real Property agreement consistent with applicable CDBG regulations (typically five years after the grant close out period).

The following are examples of eligible activities under Public Facilities and Improvements:

The following activities are some examples, but not an exhaustive list, of what may be done under the programming ideas to improve a community's resiliency:

- Rehabilitation of a vacant building or duplex to be used as a non-congregate shelter to serve the chronically homeless;
- Acquisition of property and construction or rehabilitation of a building on the property to be used as a non-congregate homeless shelter;
- Clearance of a site on which a non-congregate homeless shelter will be constructed;
- Conversion of an abandoned public school to a facility providing both non-congregate shelter and services to the homeless;
- Rehabilitation or construction of a senior center to improve the structure of the building including improving ventilation, the addition of sanitation stations for the elderly, encouraging social distancing, and improvements which will allow contactless meal pickups if necessary;
- Rehabilitation or construction of a non-congregate domestic violence facility for improved ventilation and social distancing to ensure all clients are receiving the necessary social services provided with no limitations; or
- Rehabilitation or construction of a health clinic to provide services necessary for the health and well-being of the clients served including treatment areas and cold storage to store vaccines.

It is important to note that, with few exceptions, the expansion or enhancement of buildings for the general conduct of government is an ineligible activity. Existing public facility structures may be able to be modified to prevent the transmission of the coronavirus and allow for adequate social distancing or remote access if the facility otherwise meets an eligible activity as defined above.

Projects funded under this activity will have a 30-month contract period

B. Public Services Activity with a documented COVID-19 Tie-back.

Public Services to respond to COVID-19 impacts such as providing equipment, supplies, and materials necessary to carry-out a public service to prevent or respond to the effects of the pandemic, or to enable resilience to the effects of coronavirus in the future. This activity is limited to the purchase of the following real property if intended to be publicly owned and managed:

- Mobile food pantries
- Mobile health clinics, and
- Emergency medical services vehicles.

Acquisition of mobile units that are meant to be used to serve at least 51% or more of low- to moderate-income participants requiring services of the mobile unit or primarily used in an area comprised of at least 51% or more low-to moderate income participants presumed benefit limited clientele, or nature and location.

Projects funded under this activity will have a 15-month contract expenditure period.

4) Ineligible Activities

- a) With few exceptions, the expansion or enhancement of buildings for the general conduct of government is an ineligible activity. Existing public facility structures may be able to be modified to prevent the transmission of the coronavirus and allow for adequate social distancing or remote access if the facility otherwise meets an eligible activity as defined above.
- b) Water or wastewater facilities that serve more than the public facility property in the application are ineligible.
- c) Projects that will employ eminent domain are ineligible.

Part III: Eligible Applications

1) Eligible Jurisdictions

Any Texas city or county, except a city or county that participates in the HUD- administered CDBG Entitlement program either as a direct entitlement or as part of an urban county consortium, is eligible to apply for CDBG-CV funding. Incorporated cities located in an urban county as defined by 42 U.S.C. 5302(a)(6) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per 24 CFR §570.307(g) for it to be eligible for the state CDBG program, including CDBG-CV funding in this NOFA. Only eligible activities from eligible Applicants will be reviewed.

Applicants that have not applied to the CDBG program in the last 5 years, or who are first time applicants

to the state administered CDBG program are strongly encouraged to schedule pre-application technical assistance meetings with the Department's staff. These meetings are intended to help Applicants submit eligible applications that align with Applicant capacity and that are targeted to community needs and priorities. Technical assistance will be available to subrecipients administering funds throughout the duration of the CDBG-CV funding.

2) Grant Management Compliance

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, including the single audit requirements of 2 CFR §200.501 and procurement of professional services. Requirements for federal procurement can be found at [2 CFR §200.317-326](#). All Applicants are subject to the requirements of 10 TAC §1.403, concerning Single Audits. If a Subrecipient utilizes subawardees, the Subrecipient is responsible for monitoring those financial management systems in accordance with 10 TAC §1.402.

3) Previous Participation Review and Federal Debarment

All Applicants will be subject to a Previous Participation Review by the Department, as outlined in 10 TAC §1.302.

Pursuant to 24 CFR Part 5, 180, and 2424 all CDBG-CV applicants are required to verify that they and their principals, or any/all persons, contractors, consultants, businesses, Subrecipients, etc., that will be conducting business with the applicant as part of this program activity are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.

The Department will not award any CDBG-CV funds to organizations that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally or state assisted programs, or that are proposing to partner, contract, or otherwise fund any program activities through an organization that is debarred, suspended, proposed for debarment, or otherwise ineligible from participation in federally assisted programs. If an organization has a member of its governing body that has this status, the Department will allow the member to resign so that the organization can enter into a Contract with the Department.

4) Subcontracts and Subawards

A. Subcontracts

Subrecipient, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDHCA is in no way liable to the Subrecipient's subcontractor(s). All subcontracts must be for goods or services and paid out of administrative funds. Subcontractors must be procured in accordance with 2 CFR Part 200, UGMS, and 10 TAC §1.404. Requirements for federal procurement can be found at [2 CFR §200.317-326](#)

Subrecipient has the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all Contract terms and as if such performances rendered were rendered by Subrecipient. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract.

B. Subawards

Subrecipient may request permission from the Department to enter into a subaward to a unit of local government, council of government, public housing authority, or private nonprofit organization for some or all of its program and administrative funds through a direct (non-competitive) award. The Subrecipient must fulfill all of the requirements of a pass-through entity listed in 2 CFR §200.332, and must monitor its subawardee at least once during the Contract Term.

Any subaward must contain all the applicable terms and conditions required by federal and state requirements and as further reflected in this Contract including but not limited to items specifically identified in this Contract, 2 CFR §200.332, and 2 CFR Part 200 Appendix II (as applicable).

Subrecipient must provide the Department with the applicable contact information for all subawards to ensure that accurate contact information is available relating to the Community Resiliency Program. Subawardees may not further subaward funds.

Before entering into a contract or other agreement with a subawardee, Subrecipient must: 1) check the Federal and State debarment and suspended lists of both the Department (all subawardees) and Texas Department of Agriculture (only if the subawardee is a non-entitlement city or county) for the entity and for governing board members of subawardees; 2) ensure that the entity (if applicable) is current on its Single Audit submission to the Federal Audit Clearinghouse; 3) request a disclosure for matters under 2 CFR §200.113, 2 CFR Part 200 Appendix XII, 24 CFR Part 9, or the Fair Housing Act; and 4) provide the Department this information on the Department's form by one month after the Contract start date (or other date identified in the Contract).

The Subrecipient, in subawarding for any performances described in this Contract, expressly understands that in entering into such subawards, the Department is in no way liable to the Subrecipient's subawardee(s). Department's approval of subawardee does not constitute adoption, ratification, or acceptance of Subrecipient's or subawardee's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of the Contract. Department's approval does not waive any right of action which may exist or which may subsequently accrue to Department under the Contract.

5) Project Selection Considerations

The factors below will be considered by the Department after it has been determined that a project is an eligible activity as described in this NOFA; that it prevents, prepares for, or responds to the impacts of the coronavirus pandemic; and that it meets a CDBG national objective. These additional considerations include:

- **Community Need:**
 - Project addresses an identified housing, economic, or community development need; addresses a priority need in the community; and/or addresses existing gaps in the availability of and accessibility to facilities and improvements to respond to future pandemics when compared to a larger area.
 - How effectively the project will be in:
 - Reducing the risk of individuals contracting or further spreading the coronavirus or future pandemics (prevent);

- Keeping people healthy by reducing their risk of exposure to the virus or avoiding or slowing the spread of future disease (prepare for); and
 - Mitigating the social, economic, and public health impacts of the current or future pandemics (respond to).
- **Cost Reasonableness:**
 - Projects costs are reasonable
 - CDBG-CV funds being used efficiently and effectively
 - CDBG-CV funds are being used to leverage other public and private resources
 - **Duplication of Benefits:**
 - Whether the project can or has been funded from another source of funding
 - Whether the activity will receive other sources of funding to provide the same objective
 - The applicant's ability to document all funding sources separate
 - **Timing of the Project:** The development of public facilities can be complicated, often requiring multiple funding sources, competitive bidding, detailed architectural plans, extensive public review, and lengthy permitting processes. Such projects can take several years to complete. Given these challenges, the Department will consider:
 - Whether the proposed project be completed in time to address the intended purpose
 - How the grantee believes it will meet the requirement to expend 100% of the funded project within 30 months
 - **Ongoing Use of the Facility:**
 - How long the facility will be used for its intended purpose after completion
 - If converted for another purpose once it is no longer used for its specific purpose, how the new use will remain in compliance with CDBG regulations
 - Additional information on the potential reuse of public facilities financed with CDBG-CV funds is included below in the "**Use of the Public Facility after the Pandemic**"* section.
 - **Operational Capacity:**
 - The grantees and/or its subrecipient have the organizational capacity and funding needed to operate the facility once the project is completed
 - Whether additional funds (often an eligible public service activity) will be required

NOTE: No additional CDBG-CV funds will be made available for continued operations of project.

***USE OF A PUBLIC FACILITY AFTER THE PANDEMIC**

Grantees should consider that the use of a public facility may change after the pandemic is over and the facility may no longer be needed for its intended use. The Uniform Administrative Requirements (24 CFR §200.311 and 24 CFR §570.489(j)) state that real property acquired or improved with Federal funds must continue to be used "for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests." Often referred to as the change of use standard, the standard applies when more than \$250,000 in CDBG-CV funds are used to acquire or improve real property.

In the case of property acquired or improved by a non-entitlement community (including by a Subawardee), the standard applies for a minimum period of five years after the completion of the activities under the Contract, including but not limited to all final construction inspection being resolved with no deficiencies and all funding is disbursed. (24 CFR §570.489(j)). Grantees are required to provide adequate public notice and an opportunity for the public to comment on the proposed change of use and determine if the acquired or improved property continues to meet a national objective.

If, after consultation with the public, the Department determines that the change of use is appropriate and that the new use continues to meet a CDBG national objective, the standard would be met, and no further action required.

If the change of use does not meet a CDBG national objective, the entity will need to reimburse the CDBG program if it decides to proceed as proposed. The amount required to be reimbursed to the CDBG program is based on the fair market value (based on an appraisal) of the property at the time of the change of use, not the initial expenditure of CDBG-CV funds. That reimbursement is considered to be program income and must be returned to the Department. Program income generated from CDBG-CV funds is treated as CDBG program income. A change in use from the initial use to a later non-coronavirus-related use would not necessarily impact the determination of whether or not the new use meets a CDBG national objective.

Prohibition on Certain Funds Transfers

Per the CDBG-CV Notice Part III.B.5.(c)(ii), all Subrecipients that directly or indirectly receive CDBG-CV funds are prohibited from selling, trading, or otherwise transferring all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, and must use such funds only for eligible activities.

Part IV: Federal Program Requirements

1) Citizen Participation Requirements

Per 24 CFR §570.486(a), the state is required to confirm that non-entitlement local governments applying for CDBG funds:

- Provide for and encourage citizen participation, particularly by low- and moderate-income (LMI) persons who will benefit from the activities and reside in blighted areas.
- Ensure that residents, including minorities, non-English speaking persons, and persons with disabilities will have access to local meetings and information relating to: the local government's proposed application submission for CDBG-CV funds; the amount of CDBG-CV funds being requested; and the estimated amount that will go to LMI benefit.
- Conduct a minimum of two public meetings, each at a different stage of the project (one before the submission of the local government's application to TDHCA, regarding their application for the proposed program activity).

- Provide residents with an opportunity to comment on the program activity in the application to the state, provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.

2) Procurement

Pursuant to [24 CFR §570.489\(g\)](#), all Subrecipients must comply with federal procurement requirements. Requirements for federal procurement can be found at [2 CFR §200.317-326](#). Subrecipients are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

3) Environmental Review

The appropriate level of environmental review must be conducted by the applicant prior to any site-limiting action or the execution of any binding agreement with a property seller, partner agency, or contractor. The [HUD COVID-19 environmental review memo](#) (issued on August 6, 2020) provides specific information and examples of the levels of environmental review required for different types of projects. Applicants are encouraged to work with the Community Resiliency Program team to ensure they are conducting the correct level of review for their projects.

4) Other Cross-Cutting Requirements

The CDBG-CV funding is administered under the general rules and regulations promulgated primarily in Subpart K of 24 CFR Part 570. These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the administration of CDBG-CV funds.

The following list is a summary of additional federal cross-cutting requirements:

1. Environmental Standards (Based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Citizen participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in Federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible, or suspended or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions

15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Federal reporting requirements
17. Grant and subawardee monitoring requirements

Part V: Program Administration and Performance

1) Execution of Grant Documents

As a condition precedent to the disbursement of CDBG-CV funds, the Subrecipient must execute and deliver a Contract to TDHCA and must provide to TDHCA all executed, legally enforceable grant documents, as applicable, and any other documents reasonably requested by TDHCA in connection with these funds.

The applicant must pass a resolution from the local governing body (e.g., City Council or County Commissioners Court) authorizing the submission of the application and identifying the authorized signatory.

Entities applying for a public facilities activity will be required to enter into a Land Use Restriction Agreement (LURA) with the Department that will be filed in the property record.

2) One-Time Advance of Funds

The entity may request a one-time advance of funds (no more than 30 days cash need) by submitting to TDHCA a properly completed planned expenditure report that includes a request for advance funds in a format specified by TDHCA. TDHCA shall determine the reasonableness of the amount requested and shall not make disbursement of any such payment until TDHCA has reviewed and approved such request. TDHCA may request the entity to make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein as may be necessary or advisable for compliance with the federal and state requirements.

The entity's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs, and shall be timed as closely as possible to be in accord with actual cash requirements. If the entity subgrants any part of the award it must have financial management systems in place to pay the subawardee for expenses under the agreement, generally within 30 calendar days.

3) Performance Benchmarks, Contract Term and Deobligation

The contract will be issued for an expenditure period of up to 30 months for public facilities and improvements activities and 15 months for public service activities, subject to opportunity for extension at the sole discretion of the Department.

Contract benchmarks for public facilities and improvements contracts will be reflected in the Contract with the Subrecipient that require expenditures as follows:

- No later than the end of the sixth month of the Contract, at least 20% of total contracted funds must be reported as expended.
- No later than the end of the ninth month of the Contract, at least 40% of total contracted funds must be reported as expended.

- No later than the end of the twelfth month of the Contract, at least 60% of total contracted funds must be reported as expended.
- No later than the eighteenth month of the contract, at least 80% of the total contracted funds must be reported as expended.
- No later than the end of the twenty-fourth month of the Contract, at least 100% of the total contracted funds must be reported as expended.

Other benchmarks for public facilities and improvements will include, but not be limited to:

- No later than 60 days of notification of an award, the information necessary to perform an environmental review under 24 CFR Part 58.

No later than the end of the sixth month of the Contract, submit a copy of the activity budget inclusive of all sources and uses of funding, documents for a pre-construction plan review, and identification of the entity and signature authorization of the individual (name and title) that will execute the LURA, as applicable for the Activity.

Within 30 calendar days of construction completion the entity must request a final construction inspection. The inspection will cover the Shelter and Housing Standards, 2000 International Residential Code (or municipality adopted later version), Minimum Energy Efficiency Requirements for Single Family Construction Activities, and the Accessibility Standards in Chapter 1, Subchapter B, as applicable for the Activity.

Contract benchmarks for public service contracts will be reflected in the Contract with the Subrecipient that require expenditures as follows:

- No later than the end of the ninth month of the Contract, at least 80% of total contracted funds must be reported as expended.
- No later than the end of the twelfth month of the Contract, at least 100% of total contracted funds must be reported as expended.

4) Reporting Responsibilities & Records to be maintained

CDBG-CV recipients will be required to submit monthly performance reports outlining accomplishments relative to program goals, project progress and verification of grant-funded program expenses. The reports will be reviewed for accuracy, performance measures and compliance. In addition, monitoring and auditing of grantees for ongoing compliance and eligibility will be performed by the State to ensure federal requirements are being met.

Part VI: Application Procedures and Content

1) Applicant Threshold Criteria

- Per the citizen participation requirements in 24 CFR §570.486(a) and explained in this NOFA, local non-entitlement governments applying for CDBG-CV funds meeting the non-entitlement definition must hold a public hearing prior to submitting this application, meet notice requirements and provide opportunities for the public to pose questions about the Community Resiliency Program and receive answers. Applicants will be required to document that this public meeting was held; outreach was conducted to reach low-income groups, minorities, persons with

limited English proficiency and persons with disabilities; and that outreach was conducted in other languages as applicable and relevant to the community.

- The applicant must submit a completed online [Application](#) including all attachments and documentation through Smartsheets. Failure to do so may be considered as not having met the threshold criteria.
- An applicant will not be recommended for an award until it has submitted required Previous Participation forms and been recommended for an award, or an award with conditions, by the Department’s Executive Award Review and Advisory Committee. Previous Participation forms are a threshold requirement.
- Applicants must comply with the audit requirements in the Federal or Texas Single Audit Act as applicable as well as the audit requirements in the Texas Local Government Code. If the applicant is not subject to the Federal Single Audit Act, it is required to submit its State Single Audit (if applicable). If the entity is subject to neither the Federal or Texas Single Audit Act it must submit its most recent annual or audit opinion letter with its application to demonstrate financial capacity. The audit opinion letter is preferred to the whole audit (Note: not the management letter). A certified public accountant (CPA) who is licensed in this state or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy must conduct the audit and prepare the annual financial statement. Applicants may not submit self-performed audits. The audit must be an organizational-wide audit and cannot be limited to certain parts of the organization. Annual audits for fiscal years ending on or before December 31, 2019 will not be accepted. Failure to submit an audit/audit opinion letter or to represent in the Application that the Single Audit is current in the Federal Audit Clearinghouse by the application deadline will result in automatic disqualification.
- If the Applicant has an overdue Single Audit, Department monitoring findings outside the Corrective Action Period, or owes the Department an outstanding balance, the Applicant will be given seven calendar days to remedy the matter. After this time, the application will be not be recommended for funding.
- Applicants must demonstrate an active registration in the System for Award Management (SAM) to be eligible for funding. The applicant must include a screen-shot from the SAM website at <https://sam.gov> verifying the entity’s registration is active with no exclusions.

2) Application Scoring Criteria

All Applications will be ranked according to a scoring matrix and associated scoring criteria and points for a total of 100 points. Program staff may decline to recommend to EARAC an award for an applicant that does not meet 50% of the maximum application score. Each scoring criteria will be based on a range. An application will receive more points for more fully achieving the standard evaluated. In the event of a tie in scoring, the Department will recommend the project that will be fully funded with requested CRP funds. The next tie breaker will be for a public facilities application. In the event this results in a continued tie, the Department will then use a random drawing selection method. The scoring criteria below will be followed:

RATING CRITERIA	Max Pts
1. DESCRIPTION OF PROJECT	15
There is a clear need for this project in the community and there is documentation to support the need and demand from the target population to be served and assisted as reflected in the application	10
The scope of work is clearly explained, well-thought out, and appears able to be implemented	5
2. PLANNING/BUDGETING	15
Application has clear tie-back to COVID-19 or preparation for a future pandemic (prepare, prevent, respond to)	10
The budget provided is clear, has logical line items for the activity proposed, and is reasonable and realistic to perform the project.	3
Applicant has described how Duplication of Benefits will be adhered to in relation to the project	2
3. ADMINISTRATIVE CAPACITY AND FINANCIAL CAPACITY	30
Application has adequate overall financial capacity and stability in supporting the project's operation and/or maintenance after completion	10
Applicant has experience with Federal and State program funding and has undertaken projects of similar complexity as the one for which funds are being requested	10
Applicant has identified staff, or hired a grant administrator, dedicated to administer and provide direct oversight for the project with experience in Federal and State grant management	10
4. PROJECT READINESS	40
Public Facilities/Improvements: Application clearly states, and demonstrates, that project is shovel ready. Typically this means that the design and engineering work is underway or has been completed. Resources such as funding identified (if additional resources applicable), and site control needed to carry out the proposed project are available and ready (shovel ready = 20 points, not shovel ready - Engineer and Administrator procured = 15 points, not shovel ready - no Engineer procured = 5 points). Public Service: Project has been vetted using procurement standards and awaiting procurement and purchase (purchase bid has been received = 20 points, purchase bid has been requested = 10 points)	20
Public Facilities/Improvements: Planning and Pre-Development has been completed, Environmental Review underway. Public Service: readiness to implement and procurement processes identified.	10
Project will be completed in a timely manner (Public Facilities: within 20 months = 10 points, within 24 months = 5 points, within 30 months = 3 points)(Public Service: within 12 months = 10 points, within 15 months = 5 points)	10

3) Application Procedures

- All materials to submit an application under this NOFA and Federal Rules and Regulation are available on the Department’s website at <https://www.tdhca.state.tx.us/CDBG-CARES.htm>
- Applicants must follow instructions in both this NOFA and the online application.
- The CDBG-CV application and all required attachments must be received by the Department through the [online Smartsheet Application](#) portal no later than 5:00 p.m. Austin Central Time on **January 19, 2022**. When submitting the application via Smartsheet, at the very bottom of the form, click on the “*Send me a copy of my responses,*” to get verification of your submission. The Smartsheet application does not allow you to save your application while working on it. Our suggestion is to save your information on a Word document and then copy and paste into the Smartsheet application. The Department encourages early submissions of applications prior to the deadline to mitigate any unforeseen technical issues with the online submission.
- Applications received after 5:00 p.m. Austin Central Time on **January 19, 2022** will be disqualified and will not be reviewed. Any applicant for which this is the case will be notified of their disqualification.
- Applications must meet all threshold and eligibility requirements upon submission. It is the applicant’s responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information and may request that applications be revised and resubmitted to help address eligibility and threshold issues prior to approving applications and issuing awards.
- The Department will post to its CDBG webpage a log of all applications received within approximately 10 days of the application deadline.
- The Department will hold the *CRP NOFA and Application Workshop* webinar on **October 13, 2021**. The application webinar will be recorded and will be made available on the Department’s website at <https://www.tdhca.state.tx.us/CDBG-CARES.htm> for your review. The following link has been made available register for the *CRP NOFA and Application Workshop* webinar: <https://register.gotowebinar.com/register/4363754260848459280>

4) Application review, approval, and commitment process

- All applications are required to meet threshold requirements. Failure to meet threshold requirements may result in immediate disqualification or a deficiency notice. Applications that do not meet threshold requirements will not be further reviewed and will be disqualified. In the case of such disqualification, an applicant will be notified and an opportunity to appeal such determination will be made available.
- Department staff may request that an applicant provide clarification, correction, or non-material missing information to resolve inconsistencies in the original application or to assist staff in evaluating the Application. Staff will request such information via a deficiency notice. Staff will send the deficiency notice via email and responses must be in kind unless otherwise defined in the notice.

- A review of the applicant's response may reveal that additional administrative deficiencies are exposed or that issues initially identified as an administrative deficiency are actually determined to be beyond the scope of an administrative deficiency process, meaning that they are matters of a material nature not susceptible to being resolved.
- An applicant may not change or supplement any part of an application in any manner after submission to the Department, except in response to a direct written request from the Department to remedy an administrative deficiency. An administrative deficiency may not be cured if it would, in the Department's determination, substantially change an application including score, or if the applicant provides any new unrequested information to cure the deficiency.
- The time period for responding to a deficiency notice commences on the first day following the deficiency notice date. If an administrative deficiency is not resolved to the satisfaction of the Department by 5:00 p.m. on the fifth calendar day following the date of the deficiency notice, then one point shall be deducted from the selection criteria score for each additional day the deficiency remains unresolved. If administrative deficiencies are not resolved by 5:00 p.m., Austin Central Time on the seventh calendar day following the date of the deficiency notice, then the Application shall be terminated.
- The Department will review and score applications which will then be ranked. Funding recommendations of awards will be based on eligibility and score, except as limited by reasons specified in Part VI, Section 2. Recommendations will be limited by the total amount of funds available under this NOFA, and the maximum award amount limitations.
- The Department will perform a Previous Participation Review. The Executive Award Review and Advisory Committee (EARAC) will make award recommendations to the Board or to the Executive Director, if the Board has delegated such authority.
- Applicants will be notified via email of an award recommendation or a recommendation with conditions. Applicants should ensure that the appropriate contact information is included in the application to facilitate notifications of awards and requests for changes. Applicants recommended for awards will be advised of next steps by the Department.
- An applicant may appeal decisions made by the Department in accordance with 10 TAC §1.7.