



**CITY OF ANGLETON, TEXAS
PUBLIC NOTICE OF A CITY COUNCIL MEETING
TUESDAY, JULY 24, 2018
@ 6:00 P.M.
120 S. CHENANGO STREET ANGLETON, TEXAS 77515**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the City Council for City of Angleton will conduct a meeting, open to the public, on Tuesday, July 24, 2018, at 6:00 p.m., at the City of Angleton Council Chambers located at 120 S. Chenango Street Angleton, Texas 77515.

AGENDA

1. Declaration of a quorum and call the meeting to order. (Jason Perez, Mayor)
2. Pledge of Allegiance. (Williams Tigner, Council Member)
3. Invocation. (Cody Vasut, Council Member)
4. Citizens wishing to address the City Council.

All speakers should address City Council from the podium.

The Presiding Officer may permit limited public comment. The Presiding Officer may establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit.

Public Hearing Items: Applicants are limited to ten (10) minute presentations with a five (5) minute rebuttal if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.

CONSENT AGENDA:

All items listed on the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered by a separate action.

5. City Council meeting minutes from July 10, 2018.
6. Approve a budget amendment for the purchase of a Trane 7.5 ton packaged air conditioning unit with gas heat to replace the RTU #1 at City Hall. (Scott Albert)
7. Approve Resolution No. 3-07-2018 supporting and funding commitment for submitting an application to the Houston-Galveston Area Council for the 2018 Transportation Improvement Program call for projects. (Scott Albert)

EXECUTIVE SESSION AGENDA:

Council will adjourn into Executive Session as authorized by Texas Government Code:

- a) Section 551.087 (Economic Development Negotiations) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.
 - b) Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee;
 - City Secretary
 - Police Chief
8. Adjournment

The City Council reserves the right to meet in Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas

Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices) and 551.087 (economic development). The description of an item in "Executive Sessions" constitutes the written interpretation by the City Attorney of Chapter 551 of the Texas Government Code and his determination that said item may be legally discussed in Closed Meeting in compliance with Chapter 551 of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of Angleton will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours before the meetings. Please contact Scott Albert, City Manager, at 979-849-4364, extension 2112.

CERTIFICATION

I certify that copies of this agenda of items to be considered by the City of Angleton City Council were posted in the following locations:

City Hall Bulletin Board: Date: _____ Time: _____

City of Angleton Website: Date: _____ Time: _____

Scott Albert, City Manager



**CITY OF ANGLETON
TUESDAY, JULY 10, 2018
REGULAR CITY COUNCIL MEETING MINUTES**

MINUTES OF A REGULAR CALLED MEETING OF THE ANGLETON CITY COUNCIL THAT WAS HELD ON TUESDAY, JULY 10, 2018, AT 6:00 PM AT ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

AGENDA

1. Declaration of a quorum and call the meeting to order.

Mayor Jason Perez convened the Council into session on Tuesday, July 10, 2018, at 6:00 p.m.

Council Members Present: Jason Perez, Bonnie McDaniel, Cody Vasut, Mike Sillavan, Williams Tigner, and John Wright.

2. Pledge of Allegiance. (William Tigner, Council Member)
3. Invocation. (Cody Vasut, Council Member)
4. Citizens wishing to address the City Council.

Larry Shaefer addressed Council regarding the failure of the City to address the code violations he's reported on the house at 417 N. Walker (actually should be 425). Mr. Shaefer mentioned the city should not enact any further codes if we cannot enforce our existing ordinances.

The following residents addressed Council regarding connecting Rosewood Lane to Henderson in relation to the Rosewood Phase III development.

- Natalie Fontenot
- Ruth Wehrly
- Andrew Hamilton

Edward Forbes wanted to know why the City is no longer selling the trash bags.

PRESENTATIONS AGENDA:

5. Roxanne Raper – K9 Program

Interim Police Chief Katherine Davis swore in the Police Department's newest Canine Officer, Rosie

CONSENT AGENDA:

6. City Council meeting minutes from June 26, 2018.

7. Approve Resolution No. 1-07-2018; a resolution authorizing the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of State right-of-way for the County Fair parade.

8. Approve a budget amendment for the purchase of a Trane 5 ton packaged air conditioning unit with gas heat to replace the RTU #3 at City Hall.

Upon a motion by Council Member Wright and seconded by Council Member Sillavan, the Council approved the consent agenda.

Motion passed.

REGULAR AGENDA:

9. Discussion and possible action regarding a professional service proposal from Gallagher Benefit Services to conduct a Classification, Total Compensation, and Performance Management Study covering all the city employees.

Upon a motion by Council Member Wright and seconded by Council Mayor Pro Tem McDaniel, the Council approved proceeding with the professional service proposal from Gallagher except for Phase IV the Performance Management Study which the City will consider for implementation in Fiscal Year 2019/2020.

Motion passed.

10. Discussion and possible action regarding Resolution No. 2-07-2018 selecting an engineering services provider to aid the City in developing an application and project implementation, contingent upon award, for Hazard Mitigation projects supported with FEMA funds.

Upon a motion by Mayor Pro Tem McDaniel and seconded by Council Member Vasut, Council approved Resolution No. 2-07-2018.

Motion passed.

11. Discussion and possible action regarding a professional services agreement with the Texas Police Chiefs Association (TPCA) to conduct a management and organizational review of the Police Department.

Upon a motion by Council Member Vasut and seconded by Mayor Pro Tem McDaniel, Council approved the professional services agreement with TPCA.

Motion passed.

12. Discussion and possible action on approving and authorizing the Mayor to sign an Interlocal Cooperation Contract for the Failure to Appear Program between the Texas Department of Public Safety and the City of Angleton.

Upon a motion by Council Member Wright and seconded by Council Member Vasut, Council approved the Interlocal Contract with TDPS.

Motion passed.

WORK SESSION AGENDA:

13. Discussion regarding Valderas Development.
General discussion regarding 167 residential lots.
14. Discussion regarding Rosewood Phase III development.
General discussion regarding 20 residential lots in Phase III of Rosewood.

EXECUTIVE SESSION AGENDA:

Council adjourned into Executive Session as authorized by Texas Government Code:

- a) Section 551.087 (Economic Development Negotiations) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have located, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.
- b) Section 551.072 of the Local Government Code to deliberate the purchase, exchange, lease, or value of real property.

Council came out of Executive Session at 8:09 p.m. and no action was taken.

15. Adjourn - with no further discussion the meeting was adjourned at 8:10 p.m.

Minutes approved by City Council on _____

Jason Perez, Mayor _____

Scott Albert, City Manager _____



CITY COUNCIL AGENDA ITEM

Meeting Date: July 24, 2018

SUBJECT: Approve a budget amendment for the purchase of a Trane 7.5-ton package air conditioning unit with gas heat to replace the RTU#1 at City Hall.

Consent item Discussion item
 Discussion and possible action Public Hearing

Executive Summary:

Two weeks ago, Council approved replacing RTU #3 at City Hall and since that approval RTU #1 became inoperative. In the previous inspection report provided to Council it stated the RTU #1 condenser coils are deteriorating and causing lower efficiency in the unit operation.

Again, all the units over the Old Post Office Building are 18 years old and there is a total of 5. Hopefully the remaining three units will last for another year until we approve a budget for FY 19/20.

Attached a proposal from JL Solutions to replace RTU #1 with one new Trane 7.5-ton package air conditioning unit with gas heat for \$16,359.00.

The monies for this purchase will come from Fund 126 (126-506-315) City Wide Repairs which are proceeds remaining from insurance money the city received related to the 2016 hail storm.

Scott Albert
Name

July 24, 2018
Date

RTU #1 REPLACEMENT

City of Angleton
City Hall

Prepared by:

JL Solutions Mechanical LLC

**P.O. Box 400
Danbury, Texas 77534
Phone: (713) 471-3599**

July 11, 2018

Scope Of Work

Solutions Mechanical will provide labor and materials to replace RTU #1 with one (1) new Trane 7.5 ton packaged air conditioning unit with gas heat. Condenser coil coated with Aliphatic Acrylic Polyurethane Coating that has superior resistance to corrosion, abrasion and chemical exposure.

All work and services covered by this proposal shall be accomplished during normal working hours between 8:00 AM and 5:00 PM, Monday through Friday, except for legal holidays. Thank you for the opportunity to bid this work.

Cost for the above scope.....\$16,359.00
Five year parts and labor warranty add.....\$750.00

Included in this proposal

- (1) Trane 7.5 TON 230V 3PH gas heat - single compressor package unit.
- (1) Motorized outdoor air damper.
- Condenser coil hail guard.
- Aliphatic Acrylic Polyurethane Coating on the condenser coil, copper tubing in the condenser section, compressor and condenser floor.
- Curb adapter.
- Crane.
- Unit is in stock. Curb adapter is built upon approval in 5-10 days.

Exclusions:

- Any work not specifically mentioned in the above scope
- Breakers or new wiring from electrical panels
- Overtime
- Disconnects

Proposal Acceptance

IN WITNESS THEREOF, THE PARTIES
HERETO HAVE EXECUTED THIS
AGREEMENT:

Submitted by: **JL Solutions Mechanical LLC**
PO BOX 400
Danbury, TX 77534

CUSTOMER ACCEPTANCE

By: _____

Title: _____

Company: **City of Angleton City Hall**

Acceptance Date: _____

Start Date: _____

Attention (Name): _____

Title: _____

Address: City, State, and Zip:

121 S. Velasco, Angleton, TX 77515

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

Terms of Agreement. This proposal is valid 30 days from the date listed above. For the above services you agree to pay Solutions Mechanical (SM) the total sum of as described above. The client **City of Angleton** agrees to **pay upon completion of job**. Should the remaining balance **extend past the completion**, the client will pay an additional **1.5% on the unpaid balance after 30 days** until the balance is paid. Should the client forfeit or not pay the balance with or without penalties, the client will pay all attorney fees, court costs, and remaining balance with or without the penalties. This agreement, when accepted in writing below by the customer and approved by the authorized Solutions Mechanical representative, shall constitute the entire agreement between the parties, and all prior agreements are superseded. Solutions Mechanical reserves the right to cancel this contract within 15 days after commencing the agreement and refunding any money, checks, or money orders given to Solutions Mechanical. **The customer agrees to pay any applicable taxes or governmental charges in addition to the amounts set forth above.**

Invoicing & Payments. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If SM's invoice is not paid within 30 days of its issuance, it is delinquent.

Material. If the material or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of SM, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, SM shall (a) be excused from furnishing said materials of equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Warranty. SM warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by SM, for a period of one (1) year from installation. SM warrants that for equipment furnished and/or installed but not manufactured by SM, SM will extend the same warranty terms and conditions which SM receives from the manufacturer of said equipment. For equipment installed by SM, if Purchaser provides written notice to SM of any such defect within (30) after the appearance or discovery of such defect, SM shall, at its option, repair or replace the defective equipment. For equipment not installed by SM, if Purchaser returns the defective equipment to SM within (30) days after appearance or discovery of such defect, SM shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by SM shall be borne by Purchaser. These warranties do

not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Liability. SM shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

Taxes. The price of this proposal does not include duties, sales, use, excise, or similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legal required to be paid by SM or alternatively, shall provide SM with acceptable tax exemption certificates. SM shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

Delays. SM shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SM's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of SM, etc.

Compliance with Laws. SM shall comply with all applicable federal, state, and local laws and regulations and shall obtain all temporary licenses and permits for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Disputes. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien law.

INSURANCE. Insurance coverage in excess of SM's standard limits will be furnished when requested and required. No credit will be given or premium paid by SM for insurance afforded by others.

INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

OCCUPATIONAL SAFETY AND HEALTH. The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the Parties and supersedes any prior representations or understandings.

CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon SM unless accepted by SM in writing.

TERMINATION FOR CONVENIENCE: JL Solutions Mechanical LLC. May at any time and without cause, terminate any part or all of the agreement for any reason or no reason. Such termination for convenience shall be effective immediately by giving written notice. JL Solutions Mechanical LLC shall continue to perform any part of the work not terminated. JL Solutions Mechanical LLC shall require a comparable termination for convenience provision in all lower-tier subcontracts and purchase orders. If JL Solutions Mechanical LLC terminates any part or all of the agreement for convenience, JL Solutions Mechanical LLC shall be entitled to payment for: Work properly executed in accordance with the agreement prior to the effective date of termination; and reasonable cancellation cost directly related to such termination. JL Solutions Mechanical LLC will be paid first all such sums, and shall satisfy the other conditions described in the agreement. JL Solutions Mechanical LLC shall incur no other liability because of such termination. **Owner** shall not be entitled to any special or extended overhead, anticipated profits, or indirect, incidental or consequential damages.

Survival: Termination of the agreement either for cause or for convenience shall not affect any right or obligation which is accrued or vested prior to such termination. Any provisions in the agreement documents relating to such right or obligation shall survive the termination.



CITY COUNCIL AGENDA ITEM

Meeting Date: July 24, 2018

SUBJECT: Approve Resolution No. 3-07-2018 supporting and funding commitment for submitting an application to the Houston-Galveston Area Council for the 2018 Transportation Improvement Program call for projects.

Consent item Discussion item
 Discussion and possible action Public Hearing

Executive Summary:

On March 27 Council approved entering into an interlocal agreement with Gulf Coast Center to jointly develop and submit a Transportation Improvement Program (TIP) application for the H-GAC call for projects. The application is for sidewalk improvements along the following streets; Hospital Dr, Deborah Dr., W. Miller St., Parrish St., Pecan St., Cedar St., and Downing St.

The estimated cost of the improvements is \$3,580,568.00. Actual project cost will be determined by the concept plans approved by the City Council. The TIP grant will provide 80% of the funds, and the city's match will be the remaining 20% of the project cost. The city's match would come from the street fund balance. As of March 2017, the street fund balance was \$3,283,070 minus \$2,300,000 earmarked for the street improvement program leaving \$983,070.

The attached resolution will accompany the TIP grant request and denotes the City's support and funding for submitting the application. Staff recommends Council approve Resolution No. 3-07-2018.

Scott Albert
Name

July 24, 2018
Date

RESOLUTION NO. 3-07-2018

RESOLUTION OF SUPPORT AND FUNDING COMMITMENT FOR APPLICATIONS SUBMITTED TO THE HOUSTON-GALVESTON AREA COUNCIL FOR THE 2018 TRANSPORTATION IMPROVEMENT PROGRAM CALL FOR PROJECTS

WHEREAS, the City of Angleton (City) and Gulf Coast Center (Center) have entered into an Interlocal Agreement, dated March 28, 2018 which provides for a cooperative effort toward the pursuit of discretionary federal and state funding for transit – pedestrian access related improvements within the City;

WHEREAS, the Center is an eligible Federal Transit Administration (FTA) grantee that may receive and expend federal funding which supports transit and mobility;

WHEREAS, the Houston-Galveston Area Council has issued the 2018 Transportation Improvement Program (TIP) Call for Projects;

WHEREAS, the Center has agreed to act as project sponsor for the Houston – Galveston Area Council (H-GAC) Transportation Improvement Program (TIP) Call for Projects;

WHEREAS, the City and the Center have jointly identified the following priority streetscape improvements which will enhance the pedestrian environment and facilitate connectivity between residential properties along the corridor, nearby businesses and other activity centers as well as providing safety, health and economic benefits:

Angleton Pedestrian-Transit Improvements

Corridor	Side	Construction	Soft	Contingency	Total
Hospital Dr.	S	\$103,767	\$20,753	\$24,904	\$149,424
Deborah Dr.	W	\$58,447	\$11,689	\$14,027	\$84,163
W Miller St.	N/S	\$920,302	\$184,060	\$220,873	\$1,325,235
Parrish St.	E/W	\$917,661	\$183,532	\$220,239	\$1,321,432
Pecan St.	N	\$101,168	\$20,234	\$24,280	\$145,681
Cedar St.	N	\$349,749	\$69,950	\$83,940	\$503,639
Downing St.	E	\$35,411	\$7,082	\$8,499	\$50,992
Totals		\$2,486,505	\$497,301	\$596,761	\$3,580,568
				Federal Cost	\$2,864,454
				Angleton Cost	\$716,114

WHEREAS, the City of Angleton is committed to providing the required local share commitment of twenty (20) percent as established by the Houston-Galveston Area Council, if awarded; and

WHEREAS, the City of Angleton agrees to maintain the projects improvements for their useful life, and/or utilize existing maintenance agreements with partner agencies, if the Projects are funded and constructed.

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

Section 1. The Mayor and the City Council hereby authorize the submittal by the Gulf Coast Center of all required data and information to support requests for discretionary funding for the Projects.

Section 2: The Mayor and City Council hereby authorize the commitment of non-federal resources to provide the local match requirement for the Projects, if awarded.

Section 3: The Mayor and City Council hereby recognize that the City of Angleton agrees to maintain and operate the Projects for their useful life, and/or utilize existing maintenance agreements with partner agencies, if the Projects are funded and constructed.

PASSED, APPROVED, AND ADOPTED this the 24th day of July, 2018.

BY: _____
Jason Perez, Mayor

ATTEST:

Scott Albert, City Manager