

City of Angleton, Texas
City Council Regular Meeting
July 24, 2007 @ 6:00 p.m.

The City of Angleton, Texas, City Council will conduct their Monthly Meeting beginning at 6 p.m., Tuesday July 24, 2007 at City Hall, 121 S. Velasco, Angleton, TX, to consider the following:

1. Declaration of quorum and call to order.
2. Pledge of Allegiance.
3. Moment of silent reflection or prayer.
4. Ceremonial presentations-
 1. KAB Yard and Business of the month presentation
 2. Employees of the Month Presentation by City Manager Greg Smith
5. Citizens wishing to address Council.
6. Requests to address Council other than citizenry.
7. Consent items:
 1. Consider ratifying Accounts payables
 2. Resolution No. 2007-R-7B - in support of community colleges and letter of support
 3. June 26, 2007 Minutes of Regular Council Meeting

ACTION ITEMS:

8. Discussion and possible action on consulting engineering services with Stokes and Associates for Drainage Study.
9. Discussion and possible action on a contract for grant management services for the 2007 TCDP Contract 727011.
10. Discussion and possible action on a contract for consulting engineering services for the 2007 TCDP Contract 727011.

11. Discussion and possible action on Resolution No. 2007-R-7A, designating signators for the 2007 TCDP Contract 727011.
12. Discussion and possible action on presentation by Marty Brumfield and Joyce Peltier regarding the proposed Scottish Inn location.
13. Discussion and possible action on the railroad quiet zone.
14. Discussion and possible action on the La Quinta amended short form plat.
15. Item for discussion and possible action on Ordinance 2007-O-7A regarding the placement of No Parking Signs on both sides of 800 block of W. Miller. (Ordinance will be ready for review at the meeting)

16. **Reports of boards & commissions:**

Angleton Parks Board
Keep Angleton Beautiful
Engineer's Report - Herb Smith
The Angleton Better Living Corporation

17. **Staff Reports**

City Manager Greg Smith -
Public Works Dir Robert Heinemeyer
Finance Director Susie Hernandez
Economic Development - Patti Worfe
City Attorney Keith Vaughan
Municipal Court Tina Taylor
Police Chief David Ashburn w/Animal Control
Robert Owens – Chief Building Official
Utilities-Lydia Ramos

18. **Council Information:**

The Hon. Mayor J. Patrick Henry
The Hon. Mayor Pro Tem Roger Collins
The Hon. Councilman Jason Perez
The Hon. Councilman Gregg Dykes
The Hon. Councilwoman Bonnie Church

The Hon. Councilman John Wright

19. Council will adjourn into executive session as authorized by Texas Government Code section 551.087 economic development and section 551.071 consultation with attorney.

The City of Angleton, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by 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).

20. Action, if any, out of executive session.

Amanda Davenport
City Secretary

Any person wishing to attend this meeting who is in need of assistance due to a handicap or special need is asked to call the city secretary/public information office anytime between 8 a.m. and 5 p.m. Monday through Friday. (call 979-849-4364)

Posted in accordance with the Texas Government Code, Chapter 551, on the ___ day of July, 2007 at _____ am/pm and removed the _____ day of July, 2007 at _____am/pm.

Witness to posting: _____

Witness to removal: _____

City of Angleton

Resolution No. 2007-R-7B

RESOLUTION OF SUPPORT IN RESTORING THE FUNDING TO COMMUNITY COLLEGES

Whereas, Governor Perry vetoed state funding for health insurance benefits for community college employees for 2008-2009. This veto of \$154 million was a blanket cut spread across the 50 community college districts in Texas. In Brazoria County, that represents a cut of \$1.5 million for Alvin Community College and \$1.37 million for Brazosport College, and;

Whereas, The Veto is Unwarranted and Unexpected. The Governor included a full group health insurance appropriation to community colleges in his initial budget proposal to the 80th Legislature. The Legislature went through a lengthy process and ultimately decided to fund the community college group health insurance appropriation at 90%. Through that same process, it was decided to fund state agencies at 100%, some universities at 97% and UT and A&M at 95%. The Governor's veto singles out the community college system with a draconian cut, contradictory of his own budget proposal, and;

Whereas, The State Needs a Skilled Workforce. Economic viability is directly related to the availability of skilled workers. Community colleges are the major providers of skilled training in Texas and also serve as the gateway to all of higher education in Texas. This veto delivers a fatal blow to gains made through economic development efforts, and;

Whereas, Governor Perry's Veto will Result in Tuition Hikes. As colleges decide how to make up revenue lost to his action, students will see budgets balanced on their tuition bills. This comes at a time when community colleges are educating 3 out of 4 students beginning higher education in Texas. The "Perry Tuition Hike" will affect 500,000 students in Texas, and;

Whereas, Governor Perry's Veto will Result in Property Tax Increases. As colleges decide how to make up revenue lost to his action, property owners will see increases in tax rates. The "Perry Tax Increase" comes at a time when the Governor's major platform has been property tax relief, and;

Whereas, Higher Education in Texas is at Risk. In recent sessions, the Texas Legislature fell short on its responsibility to adequately fund community colleges. Declining state funding combined with the ultimate blow of Governor Perry's veto results in a crisis for higher education in Texas.

Now, Therefore, Be It Resolved, that The City of Angleton hereby adopts this resolution of support in restoring state funding to community colleges.

In Witness Whereof, we set our hands this 24th day of July, 2007.

City of Angleton

J. Patrick Henry, Mayor

ATTESTED:

Amanda Davenport, City Secretary

State of Texas

County of Brazoria

City of Angleton

The City of Angleton, Texas City Council conducted its Regular Monthly Meeting at 7 p.m., Tuesday, June 26, 2007, with the following in attendance:

J. Patrick Henry III	Mayor
Roger D. Collins	Mayor Pro Tem
Gregg Dykes	Councilman
John Wright	Councilman
Jason Perez	Councilman
Bonnie Church	Councilwoman

OTHERS PRESENT:

Greg Smith	City Manager
Keith Vaughan	City Attorney
Amanda Davenport	City Secretary

And those listed on the guest registry.

1. CALL TO ORDER BY MAYOR HENRY.
2. Declaration of quorum and call to order.
3. Pledge of Allegiance.
4. Moment of silent reflection or prayer.
5. Discussion and possible action on canvassing the votes from the 2007 Run-Off Election.

Mayor Henry read the results of the runoff election.
Motion by Councilman Veselka to certify the runoff election results
Second by Councilman Perez

Motion carries with 6 for; 0 against; 0 absent

6. Ceremonial presentations-
 1. Swearing in of John Wright as Councilman
John Wright was sworn in by Judge Patrick Sebesta
 2. KAB Yard and Business of the month presentation by Jamae Bowman;
Yard of the month winner is Carol Collins who lives on Anchor Road
Business of the month to Gary Bullard
 3. Employees of the Month Presentation by City Manager Greg Smith - Employees of the month presented to Lloyd Jones and Olga Flores.

Council adjourned into executive session as authorized by Texas Government Code section 551.074 (personnel matters) at 6:14 p.m.

Council reconvened at 6:25 p.m.

Action out of executive session:

Motion by Mayor Pro Tem Collins to employ Chris Duncan as interim city attorney on contract during Keith Vaughan's recovery.

Second by Councilperson Church

Motion carries with 6 for; 0 against; 0 absent

7. Mayor pro tem -
Motion by Councilperson Church to appoint Roger Collins as Mayor Pro tem
Second by Councilman Dykes

Motion carries with 6 for; 0 against; 0 absent

8. Citizens wishing to address Council.
Dennis Bonnen approached council and spoke against the Costa Clemente development stating that he was speaking as a citizen and not a State Representative. Mr. Bonnen thinks there is a better use for that specific piece of land which would be more beneficial to the citizens of Angleton. Afraid that we would lose out on sales tax dollars because that is prime retail property, housing should not be on that property, this project would be better fit in another part of town.
Helen Dodge spoke against the Costa Clemente project stating

that she represents that Shady Acres and Heritage Oaks subdivisions. She brings petitions from homeowners of these subdivisions. She cited issues including traffic congestion, proud of their property homes and afraid this project will decrease the value of the surrounding homes, existing drainage and flooding problems and no sidewalks for children to walk to school from this project.

Nancy Gayle spoke against the Costa Clemente project stating that drainage in the area is already a problem, we like the ambience of our neighborhood, traffic congestion is a problem especially with driveways onto Hwy. 35 right there with the drive to the Middle School. Unsafe for children and others to walk on the shoulder of the road in that area. Citizens of Angleton do not want this, there is confusion about what type of housing this is. What is the vacancy ratio in the apartments that already exist in Angleton and is there a need for this?

Pete Luehann representing the Cameron family spoke in favor of the project stating that it will 176 units of affordable housing, single family housing, senior living and commercial. He stated the rents for these units cannot be considered low income housing, there will be ongoing credit and criminal checks, gate controlled access and on-site security. Retention ponds will take up several acres to help with drainage.

Wayne Oswald agreed with what has been expressed but wanted to ask questions regarding the project that he felt council should consider such as, what has changed the minds of the council, encourages continual investigation of the company before the decision is made, traffic flow issues, proposed tax revenue - the figures do not look to be accurate.

Mr. Bryan Smith spoke regarding the property for Overton Park regarding the required detention area, he feels like there has been a misunderstanding on what was being offered, will negotiate that before the final plat goes before council.

9. Requests to address Council other than citizenry.
10. Consent items:
 1. Consider ratifying Accounts payables
 2. Appointments to Boards and Commissions -Parks, ABLC, Planning & Zoning, KAB and Board of Adjustments.

Motion by Councilman Perez to approve consent items.

Motion by Mayor Pro Tem Collins

ACTION ITEMS:

11. Discussion and possible action on the Overton Park final plat. **Pulled from the agenda, inadvertently placed on the agenda.**
12. Discussion and possible action on the Costa Clemente Preliminary plat.

Greg Smith presented this to Council stating that they have met all technical aspects of the City's plat requirements, the memorandum of understanding has been signed and approved.

Mayor Henry addressed some of the questions that have been brought up by the citizens i.e. permit from TXDot (this will need to be issued before the project can be started), kids walking to school, drainage, etc. As a council this project conforms to the land use, they've met the requirements for the plat and NRP has done everything they've been asked to do. The council and staff has done extensive research on this company and have become comfortable with this company.

Attorney for NRP Bryan Smith, explained the financing of the project and answered some specific questions regarding the project.

Motion by Mayor Pro Tem Collins to approve the preliminary plat
Second by Councilman Perez

Motion carries with 6 for; 0 against; 0 absent

13. Discussion and possible action on the Costa Clemente Final plat.

Greg explained that it meets all requirements with the MOU and P&Z recommends approval of the final plat. There is one caveat regarding some construction plans that Herb Smith has reviewed and is requiring some changes on, we would recommend approval of the final plat pending the final approval and issuance of building permits and being signed off by the city engineer, director of public works and building officials.

Motion by Mayor Pro Tem Collins to approve final plat contingent on the caveats mentioned.
Second by Councilman Perez

Motion carries with 6 for; 0 against; 0 absent

14. Discussion and possible action on Resolution 2007-R-6B in support/opposition of the Costa Clemente development.

Mayor Henry read the resolution.

Motion by Councilman Wright in opposition of the resolution
No Second forthcoming

Motion failed due to lack of second.

15. Discussion and possible action upon revised Resolution No. 2007-R-6A to apply for Texas Community Development Block Grant assistance under the Disaster Relief Fund.

Motion by Mayor Pro Tem Collins to adopt the resolution No. 2007-R-6A.
Second by Councilman Wright

Motion carries with 6 for; 0 against; 0 absent

16. Discussion and possible action on evaluation of WWTP # 2 process change.

Herb Smith presented this item.

Motion by Councilman Perez to approve the change as presented
Second by Councilwoman Church

Motion carries with 6 for; 0 against; 0 absent

17. **Reports of boards & commissions:**
Angleton Parks Board- Met with A.L.L. and Baker & Lawson; attendance at the rec center is at an all-time high. Summer Jamboree is on Tuesdays and Thursdays. New equipment for Bates Park. Thanks the PD for patrolling the parks. Softball had two more successful tournaments. July 4 Jubilee, new

banners will be going up.

Keep Angleton Beautiful- Liberty Garden banners are up, Lloyd Jones created the banner poles and saved the city money. Board looking for a new member.

Engineer's Report - Herb Smith- Almost through with the Cty. Road 220 water line project.

The Angleton Better Living Corporation- Herb made a presentation on Freedom Park the biggest change was a 20 acre lake to help alleviate drainage problems. Multi-purpose room and larger ball fields was discussed. ABLC discussed funding some drainage projects.

18. **Staff Reports**

City Manager Greg Smith - Personnel activity report is in front of you, most hiring due to summer help. Modifications at City Hall for security reasons. New website is up and hits are increasing.

Public Works Dir Robert Heinemeyer - nothing to add. Mayor says those are nice looking barricades they built.

Finance Director Susie Hernandez - nothing to add.

Economic Development - Patti Worfe - July Jubilee will have a media blitz in the next few days.

City Attorney Keith Vaughan

Municipal Court Tina Taylor - within the past three weeks we've had several DPS tickets turned in to the court.

Police Chief David Ashburn w/Animal Control - CPA is having a garage sale at the American Legion. Animal Control has the new truck and box trying to get identification on it.

Robert Owens – Chief Building Official - Johnny got his certification for Code Enforcement; Karen started this week. Had \$3.2 million in permits.

Utilities-Lydia Ramos - on vacation

19. **Council Information:**

The Hon. Mayor J. Patrick Henry

The Hon. Mayor Pro Tem Roger Collins--like to welcome John and Chris, hopes John enjoys his time on council and thanks Chris for stepping in for Keith.

The Hon. Councilman John Wright - survived his first meeting and will see you at the July Jubilee.

The Hon. Councilman Gregg Dykes- ditto on the thanks and thanks to Greg for answering all my questions and impressed that we started cutting the ditches as soon as we did.

The Hon. Councilwoman Bonnie Church-appreciate the time

that Greg spent with me on the Costa Clemente project and the drainage problems.

The Hon. Councilman Jason Perez - ditto on the welcome and the thanks.

20. Council will adjourn into executive session as authorized by Texas Government Code section 551.072 (deliberations about real property) and section 551.074 (personnel matters).
21. Action, if any, out of executive session. 8:15 no action.

J. Patrick Henry, Mayor

Amanda Davenport, City Secretary

**BUSINESS FOR CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

**DISCUSSION AND POSSIBLE ACTION APPROVAL OF
ENGINEERING SERVICES WITH STOKES AND ASSOCIATES FOR
DRAINAGE EVALUATION/PLAN**

REQUESTED BY: Greg Smith

SUBMITTED BY: Greg Smith

DATE SUBMITTED: FOR THE AGENDA OF: July 24, 2007

Expenditure Required: \$50,000.00

Available Funding:

Attachments:

SUMMARY STATEMENT:

See Work Order and Master Agreement

Recommendation: Approval of work order.

**MASTER AGREEMENT
TO FURNISH
CONSULTING SERVICES TO
CITY OF ANGLETON, TEXAS**

For consideration hereinafter set forth, Stokes & Associates, Inc., a Texas corporation with offices in Henderson, Texas (the Engineer), agrees to provide consulting services to the CITY OF ANGLETON, Texas (the Owner), for various projects located within Brazoria County, Texas. This agreement (Agreement) is effective as of July 24th, 2007 and unless earlier terminated by Owner pursuant to Section 6-2, shall continue through the completion of performance of any Work Order(s) executed by both Parties on the dates designated on the appropriate Work Orders.

ARTICLE 1. SCOPE OF SERVICES

The services to be provided by the Engineer shall be as mutually agreed to in separate written Work Orders executed by Owner and Engineer in substantially the form attached as Exhibit A. Accordingly, whenever used in this Agreement, the term Services shall mean those services specified in a Work Order and all related work. Each Work Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the Owner. Each Work Order shall be subject to and integrated into this Agreement. All Services shall be performed by the employees of Engineer or his Associates unless otherwise provided in a Work Order. Engineer shall be wholly and solely responsible for any Services or Subcontracted Services provided by any officer, employee, agent, contractor or subcontractor of Engineer (collectively, Engineer's Personnel).

ARTICLE 2. COMPENSATION

2-1. ENGINEER

Compensation by the Owner to the Engineer for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Work Order. Compensation on time and materials basis shall be billed at the Engineer's then current labor billing rates. Said rates shall be subject to a cost of living adjustment on an annual basis as agreed to between the Parties. Current billing and labor rates shall be made available to the Owner upon request. Owner shall also reimburse Engineer for any Direct Expenses (as defined in Article 7) reasonably and necessarily incurred by Engineer in performing Services, plus any applicable sales, use, or other similar taxes (which shall not include any payroll, withholding or income taxes). This Agreement contemplates that alternate compensation may be proposed by either Party on a Work Order specific basis, including fixed price or time and materials tasks, or negotiated rates which, if applicable, shall be specified in the Work Order.

2-2. SUBCONTRACTED SERVICES

When necessary, technical or professional contracted or subcontracted work or services and / or other outside services and facilities (collectively, the Subcontracted Services) shall be procured by the Engineer in connection with the work. Engineer shall issue subcontracts for Subcontracted Services in its own name. Engineer shall be compensated for its work related to the Subcontracted Services for the actual amount invoiced by the subcontractor times a multiplier or the equivalent staff hourly billing rate, whichever is greater and agreed to by the parties in a Work Order.

ARTICLE 3. TERMS OF PAYMENT

3-1. PAYMENT

Engineer shall submit to Owner monthly invoices for Services and any compensation due under Section 2. Each invoice shall be accompanied by such documentation as Owner may reasonably require verifying the accuracy of the invoice. Payment to the Engineer shall be made within 30 days of receipt of such invoices and accompanying documentation, subject to Owner's right to withhold payment pursuant to Section 3-2 of this Agreement.

3-2. DISPUTED BILLING

In the event Owner disputes or contests any invoice, Owner shall nevertheless pay any undisputed amounts in accordance with Section 3-1. The Owner shall not dispute or contest any invoice without a reasonable basis. Owner's dispute or contest shall be submitted to Engineer in writing within 30 days of receipt of such disputed invoice. The parties shall use their best efforts to resolve any dispute within 10 days of Engineer's receipt of the written dispute or contest.

3-3. BILLING ADDRESS

Engineer shall submit monthly the original invoice and necessary and reasonable accompanying documentation to the following address:

Owner: City of Angleton
121 S. Velasco
Angleton, Texas 77515

3-4. ACCOUNTING RECORDS

Engineer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems to be reasonably satisfactory to Owner. Owner and Owner's accountants shall be afforded reasonable access to the Engineer's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at the location where such documents are stored by Engineer. Engineer shall preserve all such related documentation for a period of five (5) years after final payment is made of each Work Order.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

4-1. GENERAL

Engineer shall serve as Owner's professional consultant for all Services or Subcontracted Services in connection with any Work Order between the Parties and shall provide professional consultation and advice and furnish customary services incidental thereto. Engineer shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the Standard (as defined in Section 4-3) and shall cause all Subcontracted Services to be similarly undertaken and performed. No less than monthly, Engineer shall keep Owner informed, orally or in writing as to the status of all Services and Subcontracted Services in process. All oral information shall be subsequently confirmed in writing if requested by Owner. Notwithstanding anything to the contrary in this Agreement, Engineer shall not be deemed to be an agent of Owner for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Except as specifically set forth in this Agreement, (a) this Agreement shall not make Engineer a partner or agent of Owner for any purpose, and Owner shall not be deemed an agent for Engineer, and (b) neither Engineer nor Owner shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner.

4-2. AUTHORIZATION TO PROCEED

The Engineer shall not begin work on any Services until the Owner directs Engineer in writing to proceed. Unless otherwise specified in a Work Order, each Work Order shall constitute notice and authorization to proceed in connection with the applicable Services.

4-3. STANDARD OF CARE

The standard of care applicable to Engineer, including Engineer's Personnel, in rendering Services or Subcontracted Services shall be the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers or consultants performing the same or similar Services or Subcontracted Services (collectively, the "Standard"). The Engineer shall re-perform and otherwise remedy any Services, including Subcontracted Services, not meeting the Standard without additional compensation.

Further, Engineer and all subcontractors shall perform all Services in accordance with any applicable law, rule, regulation or order of any federal, state or local agency having jurisdiction over any matter related to this Agreement that is in effect or effective at the time such Services or Subcontracted Services are performed.

4-4. ENGINEER=S INSURANCE

The Engineer shall maintain during the term of this Agreement the following policies of insurance or such other policies as may be required by applicable law or the Engineer decides to maintain consistent with safe, efficient professional business practices:

- a) Workers= Compensation as required by the State of Texas or the jurisdiction where the Services are to be performed, whichever is greater, including coverage under the broad form, all states endorsement and with Employer=s liability primary coverage with limits of Five Hundred Thousand Dollars (\$500,000) for each occurrence and in the aggregate.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and offsite operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limit.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act of the Engineer including any of Engineer=s Personnel, with a limit of \$500,000 per occurrence and \$1,000,000 in the annual aggregate.
- d) Professional Liability insurance covering claims resulting from engineering errors and omissions with a limit of \$500,000 per occurrence and \$1,000,000 in the annual aggregate.
- e) Engineer shall submit insurance certificates to Owner in connection with each Work Order prior to commencement of Services or site mobilization. The Owner, the Engineer and the project entity(s) and lenders, as specified in a Work Order, shall not be named as an additional insured on certificates evidencing the coverage's above unless required.
- f) Engineer shall require any person providing Subcontracted Services to carry adequate insurance in connection with each Work Order prior to commencement of Subcontracted Services or site mobilization if required by Owner.

Owner shall maintain such property insurance as its lenders or creditors shall require for each Project in connection with which a Work Order is issued.

All insurance shall be procured and maintained by Engineer and any person providing Subcontracted Services at its own cost and expense. The insurance coverage referenced in this Agreement and maintained by Engineer and any person providing Subcontracted Services shall be primary as to any valid and collectible insurance maintained by Engineer. Each policy of insurance referenced in this Agreement and maintained by Engineer or any person providing Subcontracted Services shall provide that written notice shall be delivered to Owner not less than sixty (60) days prior to cancellation of such policy. Engineer shall submit insurance certificates to Owner prior to commencement of Services or Subcontracted Services or site mobilization which shall evidence on the face thereof compliance with the basic requirements of this Agreement, including the requirements set forth in the two sentences immediately preceding this sentence.

4-5. FEDERAL REGULATIONS

Engineer shall comply with all federal, state and local laws applicable to this Agreement.

4-6. CONFIDENTIALITY

Engineer acknowledges that Owner is a municipality and must comply with all the rules and regulations of the Public Information Act. However, the Engineer is not an employee, but a contractor for the Owner and as such the Engineer hereby agrees that he shall not use the Owner=s insignia but shall be allowed to use photographs of the Service product work, or any other publicity pertaining to the Work in any magazine, trade paper, newspaper, or other medium.

One copy of the plans, specifications or report, shall be delivered to Owner=s office upon completion of the project unless otherwise stipulated.

4-7. LIENS - Not applicable for municipal projects

If Owner has (a) paid Engineer for Services and, if applicable, reimbursed Engineer for Subcontracted Services, or (b) disputed an invoice therefor in accordance with Article 3-2, Engineer shall not allow any mechanics lien or other lien to be filed against any part of the Project, including any real estate or property of Owner or the Project entity, by any of his employees or sub-consultants. If any lien is so filed for any reason whatsoever by reason of the acts or omissions of Engineer, including Engineer=s Personnel, or because of a claim against Engineer, including Engineer=s Personnel, then Engineer shall cause each such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Owner and shall defend, indemnify and hold Owner harmless from any cost, expenses, damages or liabilities directly or indirectly resulting from such lien.

ARTICLE 5. OBLIGATIONS OF THE OWNER

5-1. OWNER-FURNISHED DATA AND ACCESS TO SITE

The Owner shall provide to the Engineer available technical data that Owner determines to be needed to perform the Services on the Project. Subject to the Standard, Engineer may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Owner. Engineer shall be entitled to additional compensation and time to complete the Services to the extent the cost or time to complete the Services are increased due to inaccurate technical data or inaccurate information provided by the Owner.

5-2. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or becomes aware of any development that affects the scope or timing of Services or any Subcontracted Services, or any defect in the Services or Subcontracted Services of the Engineer, including Engineer=s Personnel; provided, however, that Owner's failure to comply with its obligations under this paragraph shall not be construed to adversely affect any liability responsibility or obligation of Engineer to Owner under this Agreement. The Engineer shall give prompt written notice to Owner whenever Engineer observes or becomes aware of any development that affects the scope or timing of Services, or any defect in the Services or Contracted Services of the Engineer, including Engineer=s Personnel.

5-3. CHANGES

No changes in the general scope of Services or Subcontracted Services and no amendment may be made to any Work Order (collectively, aChanges@) unless first agreed to by Owner and Engineer in writing. Engineer=s key personnel shall not be permitted to be changed or substituted unless first authorized in writing by the Owner. If any approved Changes affect the Engineer=s cost or time required for performance of the Services, an equitable adjustment shall be made through a written amendment to this Agreement or Work Order signed by Owner and Engineer within seven (7) days after Change.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6-1. FORCE MAJEURE

The Engineer is not responsible to Owner for any damages to Owner or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Engineer. If such an event necessitates a change in the time required for performance of the Services or Subcontracted Services, the Parties shall make an equitable adjustment of the schedule and maximum price; provided, however, that Engineer shall continue to promptly perform all of its obligations under this Agreement, including the Services, while the Parties are determining the nature and extent of any such adjustments. This Section shall not excuse Owner=s obligation to make payment for Services or Subcontracted Services in accordance with this Agreement.

6-2. TERMINATION

This Agreement or any Work Order may be terminated (aTermination for Convenience@) by either party through written notice to the other party to be effective three (3) business days after the other party's receipt of such notice; provided, however, that Owner shall be responsible to pay the Engineer for all authorized Services and Subcontracted Services performed up to the termination date. Upon receipt of notice of termination for any reason, Engineer shall cause to be promptly delivered to Owner=s offices a copy of all confidential information and Work Product. In the event of a Termination for Convenience, Engineer shall have no recourse against

Owner except as stated in the preceding sentence and as follows: Engineer shall be entitled to receive reimbursement from Owner of an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Engineer in withdrawing its equipment and personnel from the projects and otherwise demobilizing; and (ii) the actual, reasonable and necessary costs reasonably incurred by Engineer in terminating those contracts, not assumed by Owner, for Subcontractors Services. Engineer shall document any cost claimed by it to Owner=s reasonable satisfaction and shall supply Owner with copies of all invoices for Subcontracted Services covering the amounts claimed as costs for such purpose. Engineer shall submit an invoice to Owner for the amount of reimbursement claimed by Engineer with all supporting information and requisite documents. Owner shall pay such invoice in accordance with Article 3.

Either Party may terminate this Agreement or any Work Order for a material default of the other Party to be effective fifteen (15) days after receipt by the breaching Party of a written notice specifying such default, unless the breaching Party corrects such default or presents a mutually agreeable plan to cure such default within such time.

Notwithstanding any termination of this Agreement, unless otherwise agreed by Owner, Engineer shall complete all Work Orders executed prior to the effective date of termination. Owner shall pay for such work in accordance with Article 3.

6-3. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

Upon seven (7) days= prior written notice, the Owner may suspend, delay, or interrupt for up to six (6) months the services of the Engineer for the convenience of the Owner. Nothing in this Section 6-3 shall be construed to apply to any such suspension, delay or interruption caused by an event identified in Section 6-1. A suspension may be withdrawn by Owner upon five (5) days= written notice to Engineer accompanied by Owner's payment to Engineer of 10% of the sum of all prior Work Orders signed in connection with the project on which the Work Orders have been issued. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Owner and Engineer shall be compensated by Owner as if this Agreement were a Termination for Convenience.

6-4. INDEMNIFICATION

Notwithstanding any other provision herein which may be to the contrary:

- a) Engineer shall defend, indemnify and hold Owner and Owner=s personnel harmless from any loss, cost or expense claimed by third parties or Engineer=s employees for bodily injury, including death, and property damage to the extent caused by any negligent act, error or omission or willful misconduct of Engineer, including Engineer=s Personnel, in connection with any work or Services or Subcontracted Services for which Engineer is legally liable except to the extent any such claims are caused by the negligent act, error or omission or willful misconduct of Owner or any of its employees or agents. Engineer shall cause all contracts for Subcontracted Services to include a like indemnity which shall cover both Owner and Engineer. Nothing herein shall limit the insurance requirements or applicability under Section 4-4.
- b) The above indemnity is a business understanding between the Parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability, or any other cause of action. For purposes of Section 6-4 a), Owner means the Owner, its affiliates, partners, and partners of affiliates; and for purposes of Section 6-4 b), Owner=s Personnel means Owner, its officials, employees and agents.

6-5. JURISDICTION

The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

6-6. SEVERABILITY

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

6-7. ASSIGNMENT

Neither Party may sell, transfer or assign any or all of its respective rights and obligations pursuant to this Agreement to a third party without the prior written consent of the other Party, which shall not be unreasonably withheld. Either Party has the right to assign this Agreement to any affiliated entity including, but not limited to, an entity formed for purposes of developing and/or owning the Project, without the consent of the other Party.

6-8. SURVIVAL

Articles 4 and 6 shall survive termination of this Agreement.

6-9. NO THIRD PARTY RIGHTS

Except as provided in Sections 4-4 and 6-4, this Agreement shall not create any rights or benefits to parties other than Engineer, Owner, and any partner of Owner or Owner affiliated entity including, but not limited to, an entity formed for purposes of developing and/or owning the Project.

6-10. USE OF WORK PRODUCT

The Work Product prepared by the Engineer shall be the property of the Engineer and may not be used by the Owner on projects other than the Project in connection with which the Work Order has been issued without the prior written consent of the Engineer.

6-11. NOTICE

Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including exhibits and Work Orders, shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by certified mail, postage prepaid, return receipt requested. The addresses of each Party are as follows:

IF TO OWNER:	City of Angleton 121 S. Velasco Angleton, Texas 77515
IF TO ENGINEER:	Stokes & Associates, Inc. Neal Holland, President 605 South Main, Suite 200 P.O. Box 1114 Henderson, Texas 75653-1114

Each Party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize facsimile transmitted signed documents, the Parties agree to accept and rely upon such documents as if they bore original signatures. The Parties acknowledge and agree to provide to the other Party within 72 hours of transmission such documents bearing the original signatures.

6-12. LIMITATIONS

All indemnities against, releases from, and limitations on liability, and limitations on remedies expressed in this Agreement, as well as waivers of rights, including, but not limited to, subrogation rights, shall apply even in the event of the fault, negligence, or strict liability of the Party indemnified or released or whose liability is limited or against whom remedies have been limited and shall extend to the partners, officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such Party.

6-13. RIGHT OF ENTRY

Owner shall permit Engineer reasonable access to the Project Site as may be required to permit Engineer to perform the Services;

provided, however, Engineer shall coordinate all Services so as not to interfere with any of Owner=s operations at the Project Site.

6-14. INTERPRETATION AND FAIR CONSTRUCTION OF AGREEMENT

This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any Party.

6-15. NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party=s right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

6-16. IMPLEMENTATION

Each Party shall take such action (including, but not limited to, the execution, acknowledging and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

6-17. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions provided by the Engineer concerning probable project cost or probable construction cost are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost shall not vary from the opinions of probable cost Engineer prepares.

6-18. CONSTRUCTION PROCEDURES

For construction work contracted directly to or with Owner, Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the construction work and shall not manage, supervise, control or have charge of construction. Further, Engineer shall not be responsible for the acts or omissions of the contractor or other parties on the project.

6-19. HAZARDOUS WASTES

Owner represents to Engineer that, to its knowledge, no hazardous wastes (as hereinafter defined) are present at the project site. However, in the event hazardous wastes are known to Owner to be present, Owner represents that it shall disclose to Engineer the existence, including type, quantity and location of such hazardous wastes. In the event Engineer or any other party encounters undisclosed hazardous wastes, Engineer shall have the obligation to notify Owner and, to the extent required by law or regulation, the appropriate governmental officials, and Engineer may, at its option and without liability for consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by such hazardous wastes. For purposes of this section, "hazardous wastes" has the same meaning as such term is defined in the Resource Conservation and Recovery Act or any applicable state law, rule or regulation then in effect.

ARTICLE 7. DEFINITIONS

7-1. DIRECT EXPENSES

Direct Expenses shall mean those out-of-pocket reasonable costs or expenses directly and necessarily incurred by Engineer, including its employees, for Services including, but not limited to, transportation costs, including current rates for Engineer=s vehicles; meals and lodging, laboratory tests and analysis; and special Owner-requested and Project-related insurance, not including the insurance described in Section 4-4. Direct Expenses shall not include payroll costs and compensation, capital expenses, overhead, or costs incurred as a result of the application of Section 4-3 or Section 6 of the Agreement or otherwise as a result of the negligent act, error or omission or willful misconduct of Engineer or Engineer=s Personnel. Reimbursement for Direct Expenses shall be on the basis of actual charges when furnished by commercial sources and, when furnished by Engineer, on the basis of current rates specified in the applicable Work Order.

7-2. OTHER DEFINITIONS

Whenever used in this Agreement, the term (a) "including" shall mean "including without limitation", (b) "Party" shall mean Owner or Engineer, and "Parties" shall mean Owner and Engineer, collectively, and (c) "Project" shall mean the project for which a Work Order has been issued in accordance with Article 1.

ARTICLE 8. SIGNATURES

This Agreement and the Work Orders, and any exhibits, constitute the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment to the Agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties execute below:

CITY OF ANGLETON, TEXAS	STOKES & ASSOCIATES, INC.
Greg Smith, City Manager	Neal Holland, President

Dated this 24th day of July, 2007.

EXHIBIT A

MASTER AGREEMENT TO FURNISH CONSULTING SERVICES TO CITY OF ANGLETON, TEXAS

MASTER DRAINAGE PLAN PHASE I EVALUATION AND PRELIMINARY REPORT WORK ORDER NO. 750-0727

The work described below shall be completed in accordance with the Master Agreement to Furnish Consulting Services to the City of Angleton, Texas, dated July 24, 2007.

SCOPE OF SERVICES

Severe flooding occurred in Angleton as a result of heavy rainfalls on May 28, 2007 and November 15 and 16, 2006. The engineering services included in this proposal will provide the City with a detailed review and evaluation of the City's existing storm drainage system. A Master Drainage Plan will be developed to identify needed improvements to the storm drainage system to mitigate existing flooding problems and to allow future development. Several planning studies relating to storm drainage and flooding in Angleton have been conducted within the past few years. Phase 1 of this proposal will consist of a comprehensive review of these planning studies to determine how the findings and recommendations of these planning studies can be incorporated into the Angleton Master Drainage Plan which will be developed under Phase 2 of this proposal.

The Engineer has met with representatives of the City to determine the scope of services to be rendered prior to preparation of this Work Order. The scope of services shall include the following:

PHASE 1 – Evaluation of Existing Conditions

1. Meet with City Manager and Staff to review storm water drainage problems in Angleton. The meeting will include site inspections of recently flooded areas and currently contemplated drainage improvements.
2. Obtain and review existing documentation relating to flooding conditions and storm water drainage within Angleton including: 1) the Brazoria County Master Drainage Plan, 2) the FEMA Flood Insurance Study (the currently effective FIS as well as available information on the FIS Update expected to be released in 2008), 3) planning studies and reports for storm drainage facilities (ditches, detention ponds, levees, new culverts/bridges, etc.) and 4) City Ordinances and other City requirements relating to drainage and floodplain management.
3. Consult with local drainage professionals (Angleton Drainage District No. 1, Brazoria County Engineer, local engineering consultants, TxDOT, etc.) who are familiar with drainage and flooding issues in Angleton and Brazoria County to obtain their general opinions regarding these issues.
4. Evaluate options for obtaining new aerial topographic mapping of the City and its Extra-Territorial Jurisdiction (ETJ) area for use in planning and preliminary design of storm water drainage improvements under Phase 2 of this proposal. This evaluation will include consideration of the aerial mapping being developed by FEMA (2-foot elevation contours using LIDAR technology) as well as conventional aerial photogrammetric mapping options.

5. Using preliminary design data in existing planning studies, evaluate the hydraulic adequacy of existing major drainage facilities and determine the feasibility of improving existing City drainage facilities to mitigate flooding problems.
6. Develop a scope of services for Phase 2 of this project - the development of a Master Drainage Plan for the City of Angleton. The Master Drainage Plan will incorporate existing available data as determined from documents reviewed under Task 2 above.
7. Provide a written report of the findings and recommendations of the Phase I services including our professional opinion of the appropriateness and adequacy of the City's storm drainage system.

PHASE 2 – Development of Master Drainage Plan

The Phase 2 scope of services will be dependent on the findings and recommendations of the Phase 1 services. A detailed scope of services for Phase 2 will be developed under Task 6 of the Phase 1 services. The Angleton Master Drainage Plan developed under Phase 2 will provide preliminary engineering for storm drainage system improvements to mitigate existing flooding problems and to allow future development to occur without attendant flooding/drainage problems.

PERIOD OF PERFORMANCE

It is estimated that the work set forth in the scope of services above can be completed within 180 days from approval of this work order.

COMPENSATION

The Engineer shall be compensated a fixed fee basis of fifty thousand U.S. dollars (\$50,000) for completion of Phase I services. Payment shall be made monthly by the Owner in accordance with requests made by the Engineer as defined in the Master Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties execute below on this 24th day of July 2007.

CITY OF ANGLETON, TEXAS	STOKES & ASSOCIATES, INC.
Greg Smith, City Manager	Neal Holland, President

**BUSINESS FOR CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION contract for grant management services for 2007 TCDP Contract 727011

REQUESTED BY: Bruce Spitzengel

SUBMITTED BY: Greg Smith

DATE SUBMITTED: FOR THE AGENDA OF: July 24, 2007

Expenditure Required: Grant Funds

Available Funding: Grant Funds

Attachments: Contract

SUMMARY STATEMENT:

See attached contract

Recommendation: Approval of grant management contract.

ADMINISTRATIVE MANAGEMENT SERVICES

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2007 BY AND BETWEEN CITY OF ANGLETON, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant.

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client the professional grant administration services for Client's 2007 Program Year Texas Community Development Block Grant Program Contract Number 727011 - Community Development Project Fund as administered by the Office of Rural Community Affairs, hereinafter referred to as the Department, as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein.

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed contract between the Client and the Department. In any event, all services required and performed hereunder shall be completed within either 730 calendar days or project close-out, as defined by Department, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty-Five Thousand Five Hundred and no/100 Dollars, (\$35,500.00), in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. The fee schedule shall be based upon satisfactory completion of identified milestones, as follows:

Milestones:	Amount
1. Establish files, record keeping system, and accounting system.	\$7,100.00
2. Publish Environmental Notices	\$3,550.00
3. Submit Environmental Review to Department	\$3,550.00
4. Complete Fair Housing/EEO/Section 504, and LSO appointment.	\$3,550.00
5. Complete Start of Construction Documents	\$5,325.00
6. 25% of Grant funds Requested and Admin. Activities To Date.	\$3,550.00
7. 50% of Grant funds Requested and Admin. Activities To Date.	\$3,550.00
8. 90% of Grant funds Requested and Admin. Activities To Date.	\$1,775.00
9. Filing of all required Close-out Information.	\$1,775.00
10. Programmatic Closure.	\$1,775.00

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's contract with the Department.
 2. Reassessment of the environmental assessment procedures and clearance letter from the Department.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Contract.
 5. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
 6. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 7. Preparation of financial statements and records normally generated by the Client to satisfy project regulations.

8. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) default of any construction contractor, consulting engineer and/or architect.

B. Fees for any professional services required to carry out project-related activities that are outside the Consultant's Scope of Basic Services and must be furnished by a third party including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approved by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

VI. ASSIGNABILITY

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client thereto: Provided, however, that claims for money by the Consultant from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

VII. RECORDS AND AUDITS

The Consultant shall insure that the Client maintains fiscal records and supporting documentation for all expenditures of funds made under this Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

A. This Contract shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

B. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this Agreement.

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

D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Contract shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Contract.

F. The Client's contact person with the Consultant shall be the .

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled, "Part II Terms and Conditions" attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**Grantworks, Inc.
2201 Northland Drive
Austin, Texas 78756**

**City of Angleton
121 South Velasco
Angleton, Texas 77515**

**BY: _____
Bruce J. Spitzengel
President**

BY: _____

ATTEST:

**BY: _____
City Secretary**

**CONTRACT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. All of the work or services covered by this Contract can be subcontracted without prior written approval of the Client. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
4. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
5. **INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Client and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. **COMPLIANCE WITH LOCAL LAWS.** The Consultant shall comply with all applicable laws, ordinances and codes of the State of Texas and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
7. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Contract by the Consultant, and the Client may withhold any payments to the consultant for the purpose of set-off until such time as the exact amount of damages due the Client from the Consultant is determined.

8. **TERMINATION OF CONTRACT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Contract at any time by providing at least ten (10) days notice in writing to the other party to this Contract. If the Contract is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property. If this Contract is terminated due to the fault of the Consultant, Paragraph 7 herein relative to termination shall apply.

9. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
10. SECTION 109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
11. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - D. The Consultant will include the provisions A. through C. in every subcontract or purchase order unless exempted.
12. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.
 - A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations.
 - E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
13. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Client and no other public official of Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
15. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
16. SECTION 503 HANDICAPPED (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:
- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and for training, including apprenticeship.
 - B. The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**CONTRACT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART III - SCOPE OF BASIC SERVICES**

A. Project Management

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish necessary forms and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grants Program (TX CDBG) - Project Implementation Manual (PIM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Office of Rural Community Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Assist Client in meeting special condition requirements identified in the Department contract.
7. Prepare and submit to Department Client's required Quarterly Progress Report, Minority Business Enterprise Report, and Recipient Disclosure/Update Report.
8. Assist Client in meeting citizen participation, fair housing, personnel, and flood prevention, and Section 504 requirements as may be required for participation in the TX CDBG.

B. Financial Management

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any TX CDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (associated professional service fees are not Consultant's responsibility)
4. Document consideration of any public comments.
5. Ensure compliance with Executive Order 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and Certifications.

D. Acquisition

1. Prepare required acquisition report(s).
2. Assist Client in obtaining documentation of ownership for Client owned property and/or rights-of-way.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owner(s).
6. Coordinate any third-party professional services required to complete the acquisition (associated professional service fees are not Consultant's responsibility)
7. Assist Client in negotiations with property owner(s).
8. Prepare required acquisition reports and submit to Department.

E. Labor Standards

1. Assist Client in determining whether and/or what TX CDBG contract activities will be carried out in whole or in part via force account labor.
2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out TX CDBG contract activities.

3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
4. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
5. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
6. Provide assistance to or act as local labor standards officer for this project.
7. Request wage rate from Department.
8. Review bid packet, contract, advertisement for bid documents prepared by engineer for compliance with TX CDBG.
9. Make ten-day call to Department.
10. Verify construction contractor and any subcontractors for eligibility with Department.
11. Submit Notice of Start of Construction to Department.
12. Conduct pre-construction conference and prepare minutes.
13. Review weekly payrolls and conduct compliance follow-ups.
14. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Maintain Monthly Employment Utilization Reports.
17. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.

F. Equal Opportunity

1. Assist Client in developing, implementing and documenting new activities to affirmatively further fair housing activities.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Ensure compliance with Section 3 and Affirmative Action Plan.
4. Meet all Section 504 requirements.

G. Relocation

1. Assist Client in designing local relocation guidelines.
2. Assist Client in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Sewer Service Line Replacement/Housing Rehabilitation

1. Assist Client in establishing local program guidelines.
2. Prepare proposed guidelines for review by Client and Department.
3. Prepare resolution for Client adopting local program guidelines.

I. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Monthly Employment Utilization Report, Recipient Disclosure/ Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Client in responding to any monitoring findings and resolving any third party claims.
3. Provide auditor with TX CDBG audit guidelines.

**BUSINESS FOR CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

**DISCUSSION AND POSSIBLE ACTION contract for consulting
engineering services for 2007 TCDP Contract 727011**

REQUESTED BY: Herb Smith

SUBMITTED BY: Greg Smith

DATE SUBMITTED: FOR THE AGENDA OF: July 24, 2007

Expenditure Required: Grant Funds

Available Funding: Grant Funds

Attachments: Contract

SUMMARY STATEMENT:

See attached contract

Recommendation: Approval of engineering contract.

ENGINEERING SERVICES AGREEMENT
TCDP GRANT NO. 727011
PART I - AGREEMENT

THIS AGREEMENT, entered into this **1 September 2007**, by and between the **CITY OF ANGLETON**, hereinafter called the "City", acting herein by Mayor **Patrick Henry**, hereunto duly authorized, and **BAKER & LAWSON, INC.**, hereinafter called "Firm", acting herein by Herbert S. Smith, P.E.

WITNESSETH THAT:

WHEREAS, the City of Angleton desires to implement certain **sewer improvements under the general direction of the Texas Community Development Program**; and Whereas the City desires to engage Baker & Lawson, Inc. to render certain services in connection with said sewer improvements.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement. Services performed shall be in accordance with the requirements and regulations contained in the contract between the City of Angleton and the Texas Department of Housing and Community Affairs (**TCDP Contract No.**).

2. Time of Performance - The services of Baker & Lawson shall commence **on 2 September 2007** . This project shall be placed out for bid no later than **January 1, 2008**. In any event, all of the services required and performed hereunder shall be completed no later than **December 31, 2007**.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Baker & Lawson, Inc. by the City and its agencies. No charge will be made to Baker & Lawson, Inc. for such information and the City and its agencies will cooperate with Baker & Lawson, Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall be in accordance with the amounts stated in Part III – Payment Schedule.

5. Indemnification – Baker & Lawson, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- A. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- E. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF ANGLETON

BAKER & LAWSON, INC.

Patrick Henry ., Mayor

Herbert S. Smith, P.E.

ATTEST:

ATTEST:

Amanda Davenport, City Secretary

PART II
SCOPE OF SERVICES
ENGINEERING AGREEMENT

A. Sewer Improvements

Installation of new process pumping at Wastewater Treatment Plant No. 2; new digester and expanded chlorine contact chamber. Revise all yard piping as needed for the project. Where required the project scope shall include the repair of all streets, driveways, sidewalks and fences damaged as a result of this project. Construction shall take place at the locations shown on Attachment A1 and A2, which depict the locations of Target Area A

B. General - the following general description of services shall apply to the projects outlined in paragraph A above.

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for any acquisition of additional real property/easements/ROW's for the projects. If applicable, the owner may request that the firm furnish the following information for an additional fee to be negotiated at a later date:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired;
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger boring, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the City's representative in connection with any such services.
4. Prepare any railroad, highway, or other state, federal or special permits required for the project.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed no later than January 15, 2001.
6. Furnish the City with three copies of the preliminary report (additional copies will be furnished to the locality at direct cost of reproduction).

7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
8. Prepare bid packet, contract documents, and advertisement for bids (the cost of advertisement in newspapers or professional journals to be paid by the City); including provisions for bid, performance and payment bonds.
9. Make ten (10) day call to confirm prevailing wage decision issued by Office of Rural Community Affairs (ORCA).
10. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable)
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, review bids for completeness and accuracy.
13. Accomplish construction contractor eligibility verification and advise the City as to the capabilities and reliability of bidders.
14. Conduct preconstruction conference and prepare copy of report/minutes.
15. Issue "Start of Construction Notice" to ORCA and "Notice to Proceed" to construction contractor.
16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive based bid for construction does not exceed the funds available. Deductive alternatives can be taken to reduce the bid price.
17. Design for access by persons with disabilities the facilities to be used by the public in accordance with Public Law 504.
18. Ensure that the contractor has met all insurance and bond requirements before construction begins.
19. Perform all construction staking, one time only, necessary to complete the projects listed above.
20. Make periodic visits to the site to observe the progress and quality of work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; prepare routine change orders as required, at no charge to the City when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to ORCA and City for approval.

22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor; such approvals of payment to constitute a representation to the City, based on periodic observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications, and contract documents.
24. Require that a 10% retainage be withheld from all payments on construction contracts until final acceptance by the City and approval by ORCA.
25. Prepare Certificate of Construction Completion and Clean Lien Certificate.
26. Conduct interim/final inspections.
27. Revise contract drawings, with the assistance of the owner's representative, to provide record drawings of the completed project.
28. Project Mapping/Design Information and Copyright
 - a. The Engineer shall maintain a copy of the final project record drawing(s) and engineering schematic(s), as constructed using funds under this contract. These maps shall be maintained in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the City. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version of the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by the City in written form. The Engineer shall provide the Office of Rural Community Affairs (ORCA), upon request, a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by ORCA. If requested by ORCA, the Engineer shall ensure that the CD copy of all the electronic files and other data provided to ORCA are properly identified. Specifically, the CD label shall show the City's name, the ORCA assigned contract number, the contents of the CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.
 - b. Where activities supported by this contract produce copyrightable material, the Engineer shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without ORCA's prior written

approval. ORCA reserves a royalty fee, non-exclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

- c. Provisions appropriate to effectuate the purposed of the subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the City under this contract are involved.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the City.
2. The Engineer shall, prior to proceeding with the work, notify City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If at any time during the progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting the subcontractors shall be subject to the same regulations. Nothing contained in the Contract shall create any contractual relation between any subcontractor and City.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDHCA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach of contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the City, including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.

7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring the compliance with the following:
 - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - Executive Order 11246 – Equal Employment Opportunity.
 - Copeland Anti-Kickback Act.
 - (In excess of \$2,000) – Davis-Bacon Act.
 - (In excess of \$2,000) – Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - A provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - Section 3 of the Housing and Urban Development Act of 1969.
 - Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the City, ORCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the City has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer

represents that it has the required skills and capacity to perform work and services to be provided under this Contract.

2. The Engineer presents that services provided under this Contract shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Engineer's expense if the deficiency is due to Engineer's negligence. The City shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

**PART III
PAYMENT SCHEDULE
ENGINEERING AGREEMENT**

The City shall compensate the Firm in the following amounts:

- A. Basic Services** - includes the preparation of Plans and Specifications, governmental approvals, advertising (City pays publication costs) and receiving bids, Construction Phase services, preparation of as-built drawings and attendance at staff and City Council meetings, as requested, as well as all other services listed in Part II of this Agreement. The total amount of compensation for basic services shall be a fixed fee amount of \$84,000. Fees shall be invoiced monthly based on the percentage of services complete.

1. Design Engineering Fee (85%)	\$71,400
2. Bidding and Construction Phase (15%)	\$12,600

Basic Services Fee **\$84,000**

- B. Special Services** – includes surveying services to be provided by the Firm. Fees for these services are a fixed dollar amount, as shown below. Said fees shall be invoiced monthly, based on the percentage of services completed.

1. Surveying, Topography and Construction Staking	\$3,000
2. Geotechnical Allowance	\$10,000
3. Construction Inspection	\$25,000

Additional Services Fee **\$38,000**

Note 1: Engineer shall be responsible for placing bid advertisement in The Facts. The Bid Advertisement must be run once a week for two consecutive weeks, with the first advertisement appearing at least two weeks before the bid opening date. City shall be responsible for paying the cost of publication.

PART IV

**TERMS AND CONDITIONS
PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL
SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City, become its property and the Firm shall be entitled to received just and equitable compensation for any work satisfactorily completed hereunder

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City from the Firm is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City may, from time to time, request changes in the scope of the services of the firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by the and between the City and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he or she has, or will secure at his own expense, al personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work

or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the firm from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.
7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this Contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
8. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
9. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the provisions of this nondiscrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
- 11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 12. Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall be on the grounds of race color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the same area of the project.
 - b. The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or

understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

14. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
15. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
17. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Attachment A1 – Target Area A

Attachment A2 - Target Area B

R E S O L U T I O N N O. 2007-R-7A

**RESOLUTION OF THE AUTHORIZING DESIGNATED
SIGNATORS FOR ITS TEXAS COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT
727011.**

WHEREAS, the City has received funding under the Texas Community Development Block Grant Program; and

WHEREAS, it is necessary to designate signators for contractual documents pertaining to this contract.

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

Section 1. That City Council designates the Mayor, Mayor Pro Tem, and Finance Director as authorized signators for the State of Texas Purchase Vouchers for the Texas Community Development Block Grant Program Contract 727011 and,

Section 2. That City Council designates the Mayor, Mayor Pro Tem, and Finance Director as authorized signators for the Requests for Advance or Reimbursement for the Texas Community Development Block Grant Program Contract 727011; and,

Section 3. That City Council designates the Mayor as its Chief Executive Officer and Authorized Representative to act in all matters in connection with the Texas Community Development Block Grant Program Contract 727011.

PASSED AND APPROVED, this 24th day of July 2007.

APPROVED:

Mayor

ATTEST:

City Secretary

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

Discussion and possible action on presentation by Marty Brumfield and Joyce Peltier regarding the proposed Scottish Inn location.

REQUESTED BY: Brumfield and Peltier
SUBMITTED BY:

DATE SUBMITTED: July 19, 2007 FOR THE AGENDA OF: July 24, 2007

Attachments:

SUMMARY STATEMENT:

See summary statement from Mr. Brumfield attached.

Recommendation:

Angleton City Council Meeting

Protesting Property being built on Business 288 next to the New Angleton Fire station.
To Wit: The Scottish Inn.

Reasons for Protest:

1. - Property presents a flooding problem for the Bronco Bend Subdivision that is directly North of the proposed building site. As seen in the past month during a heavy rain storm the drainage ditch which protects this subdivision was pushed to its breaking point when water came out of its banks and came close to several of the residences (including my own).

The apartments that were recently built on Henderson road (Country Lane Apartments) drain into this drainage ditch as well. With the amount of water that fell and with the amount of water being spilled into the ditch by the apartments concrete drives, the drainage ditch was unable to keep up causing several houses to be flooded on Lariat Lane which is the street North of Bronco Bend.

Residents would like to know how the City of Angleton plans to prevent any further flooding to the subdivision when another large area will be using the drainage and causing a further backup of water.

2. - Police reports of Cities of the same size and population of Angleton were obtained through Alvin Police Department, Clute Police Department, and Angleton Police Department. These reports are all from Cities of the same geographic size and population of Angleton as well as reports from Angleton.

City of Alvin

Best Value Inn- 1588 South Hwy 35 Alvin Texas 77511

Calls from 2005 to 2007 at this address, **37 calls-** EMS calls mostly for **narcotic** overdoses, burglaries, Suicidal subjects, thefts, and other offenses.

Best Western- 1470 South Hwy 35 Alvin Texas 77511

Calls from 2005 to 2007 at this address, **34 calls-** Loud Noise complaints, Thefts, Burglaries, Criminal Mischief, and **Narcotics**.

Alvin Motel- 406E S. Hwy 6 Alvin Texas 77511

Calls from 2005 to 2007 at this address, **262 calls-** Assaults, EMS overdose calls, EMS assault calls, Narcotics, robbery, warrant service, burglary of motor vehicle, disorderly conducts, evading arrest, noise complaints, criminal mischief, **Narcotics**, **Sex Offenses**, harassment, suicide, and several other calls.

Days Inn Motel- 110 E. Hwy 6 Alvin Texas 77515

Calls from 2005 to 2007 at this address, **268 Calls-** warrant services, **Narcotics**, noise complaints, EMS calls for overdoses and assaults, public intoxication, thefts, burglary of motor vehicles, Suicides, 911 hang ups, disorderly conduct, criminal mischief, threats, harassment, **Sex Offenses**, recovered stolen property.

Of these motels all four were found to have Narcotics calls and 2 of the 4 had sex crimes. Total number of calls to the 4 Alvin Motels from 2005 to 2007 were 601 calls.

City of Angleton

Angleton Police Department changed its computer systems back in February of this year (2007). All calls from Angleton are from February 2007 till July 2007 or roughly 6 Months.

Travelers Inn – 1521 E. Mulberry St. Angleton Texas 77515

Four (4) calls from this address consisting of Disturbance, EMS call for difficulty breathing, assist EMS and a sick call.

Best Western - 1809 North Velasco Angleton Texas 77515

Six (6) calls from this address consisting of Suspicious Persons complaints, advice calls, sick call, disturbance.

Best Value Inn - 1235 North Velasco Angleton Texas 77515

Ten (10) calls from this address that include Burglary of a Motor Vehicle, Criminal Mischief, traffic complaints, close patrol, animal control.

Budget Inn – 2209 East Mulberry St. Angleton Texas 77515

Nineteen (19) complaints from this address with several calls being for **Narcotics**, welfare concern, suspicious circumstances, Burglary of a Motor Vehicle, Loud noise complaints, Verbal Disturbances, Thefts, and Assault.

Economy Inn- 2620 South Velasco Angleton Texas 77515

Forty Two (42) call from this address with several calls being for **Narcotics**, gun shots fired, assaults, suspicious persons, warrant service.

This is a total of 81 calls for service in the Angleton city limits to motels in a 6 month period for assaults, Narcotics, shots fired and disturbances as well as other charges.

City of Clute

Due to the amount of calls for the City of Clute during 2005 till 2007 the City advised that they would only be able to run **one motel**. This was due to the amount of paperwork that would be generated. I was advised that to run all motels that I would need to provide at least 8 to 10 reams of paper and a separate printer as not to back up the patrol office of the Clute Police Department.

Parker Motel- 560 North Brazosport Clute Texas

During May 2005 to May 2007 a total of **1001 calls** for service were made to this address. These calls included Sex Crimes, **Narcotics**, thefts, Unlawful use of a Motor Vehicles, EMS calls for assaulted victims, EMS calls for Suicides or Attempts, EMS calls for overdoses, Suspicious Persons, **Shots fired**, thefts, criminal mischief to property, and warrant service to known offenders who were found hiding out from officers.

OVERVIEW

With a total of ten Motels, and of the ten, five being from Angleton with only a six month history, a total of 1,683 were documented. Of these calls most were either for Narcotics, Disturbances, or Thefts.

It shows that most Motels are no longer used by overnight travelers but are used by individuals to hide from law enforcement, used to produce, cook, and sell narcotics to prevent detection by law enforcement, or to keep from exploding their own property during the cooking of Methamphetamines.

It is documented by DEA and Houston Narcotics that there is a vast increase of motel rooms being used for the production and manufacturing of Methamphetamines. Persons will rent a room and then set up a portable lab and do a cook producing Methamphetamines. The problem with this is a lot of the Cooks obtain their recipes from the internet or from other individuals in jail. Thus the chances of explosions are great due to chemicals getting too hot and igniting, or the recipe being not followed and phosgene gas being produced during the cook. If this gas is produced it will kill anyone who comes into contact with the fumes as they are extremely toxic.

I have a copy of a video from a Texas Trooper's dash camera. A Texas Trooper conducted a traffic stop on a rolling methamphetamine lab. The Trooper opened a container that the Methamphetamine cook had as one of the chemicals used to produce the methamphetamine. The container had turned to phosgene gas and when the Trooper opened the container both the Trooper and the suspect were killed due to the gas. When two other troopers came to assist they saw the trooper on the ground and ran to his aid. When the other two troopers turned his body over the gas was released again and both of these troopers died instantly.

**BUSINESS FOR CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

**DISCUSSION AND POSSIBLE ACTION APPROVING QUIET ZONE
PROJECT**

REQUESTED BY: Greg Smith/Herb Smith
SUBMITTED BY: Greg Smith/Herb Smith
DATE SUBMITTED: FOR THE AGENDA OF: July 24 ,2007

Expenditure Required: Less than \$80,000 see memo from Herb
Available Funding:

Attachments: Memo from Herb

SUMMARY STATEMENT:

Recommendation: Approval for Quite Zone

MEMORANDUM

To: Mayor and City Council
From: Herbert S Smith, P.E.
Date: 15 December 2006
Subject: Railroad Quiet Zone

I have the following to report to you:

- 1 TxDOT has accepted all of the traffic counts we developed with the exception of the counts on SH 288B. They have indicated that they will “probably” accept those counts as well. With that we have defined the risk with and without horns and we stand by our conclusion from last month that we can implement the Quiet Zone with the required barriers and signs at SH 288B, Downing Road and Buchta Road and the closing of Chenango Crossing.
- 2 TxDOT - Austin indicated that the City would be eligible for a \$7,500 grant from TxDOT for closing the crossing. I assume this is in addition to the money being granted by the UPRR
- 3 We have developed a layout for all involve intersections, giving notification at each crossing that a Quiet Zone exists and discouraging “gate running”. I have attached these. The layout at SH 288B will need to change as soon as I receive final plans from UPRR on their track addition (see # 4 for more information on this)
- 4 UPRR and TxDOT will require the closing of the “Existing Asphalt Driveway” with the installation of the new gates without regard to the existence of a Quiet Zone. With that, I have requested that TxDOT coordinate their work with the City to assure that the ultimate median extends 60' from the new track.
- 5 If council agrees with my recommendation that the driveway on SH 288B not be replaced as a part of the Quiet Zone work (as it must be abandoned in any case); I estimate that the cost to implement the Quiet Zone will be approximately \$13,000 per intersection or \$80,000 plus engineering and

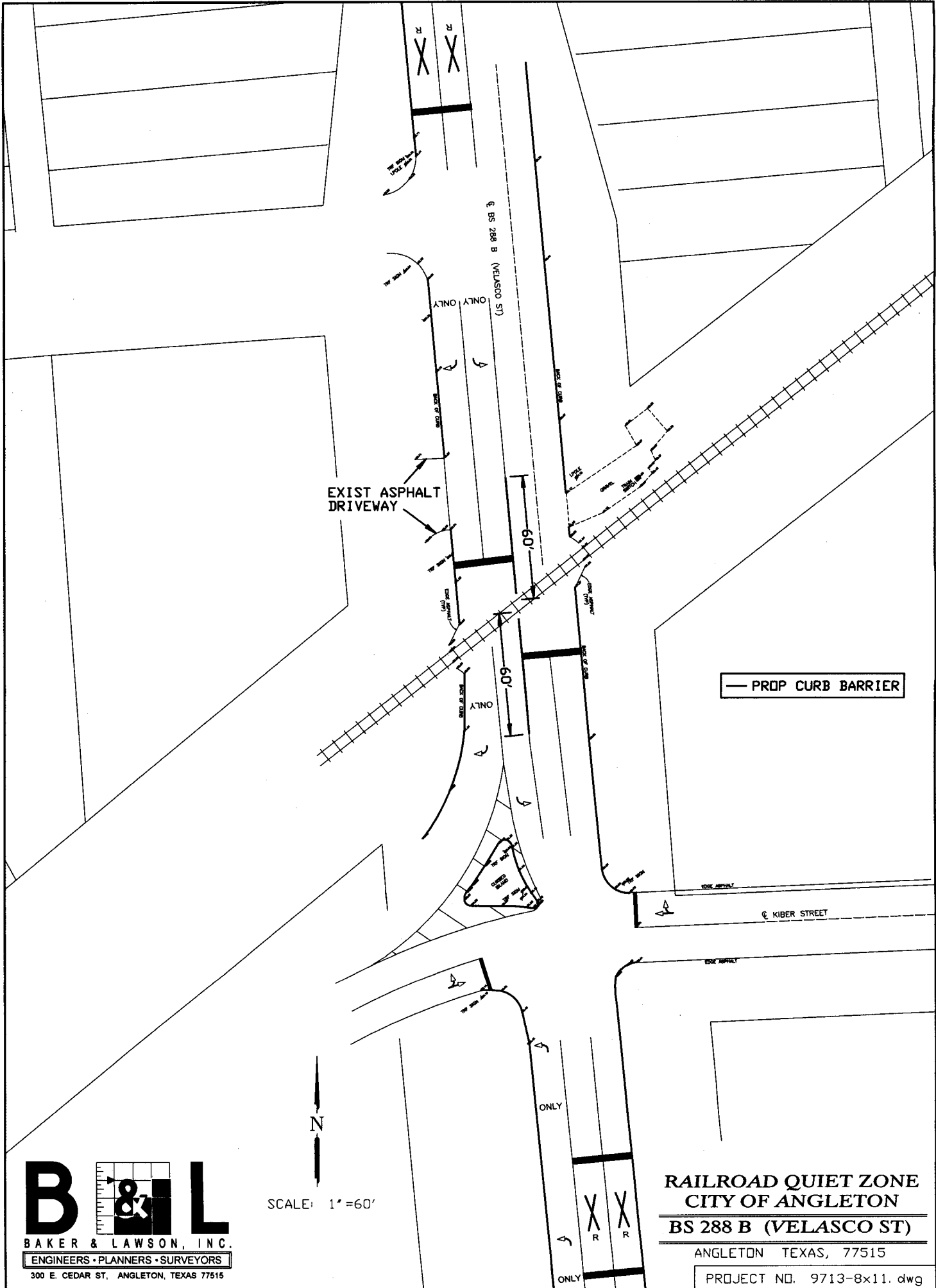
contingencies. Therefore a budget of \$100,000 should complete the project.

With this we are completing this assignment. As always, we appreciate the confidence Council placed in u in giving us this assignment.

A handwritten signature in black ink, appearing to read 'H. Smith', with a long horizontal flourish extending to the right.

Herbert S. Smith, P.E.

#9713



EXIST ASPHALT DRIVEWAY

BS 288 B (VELASCO ST)

KIBER STREET

— PROP CURB BARRIER



SCALE: 1" = 60'

B & L

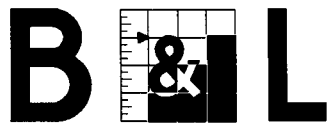
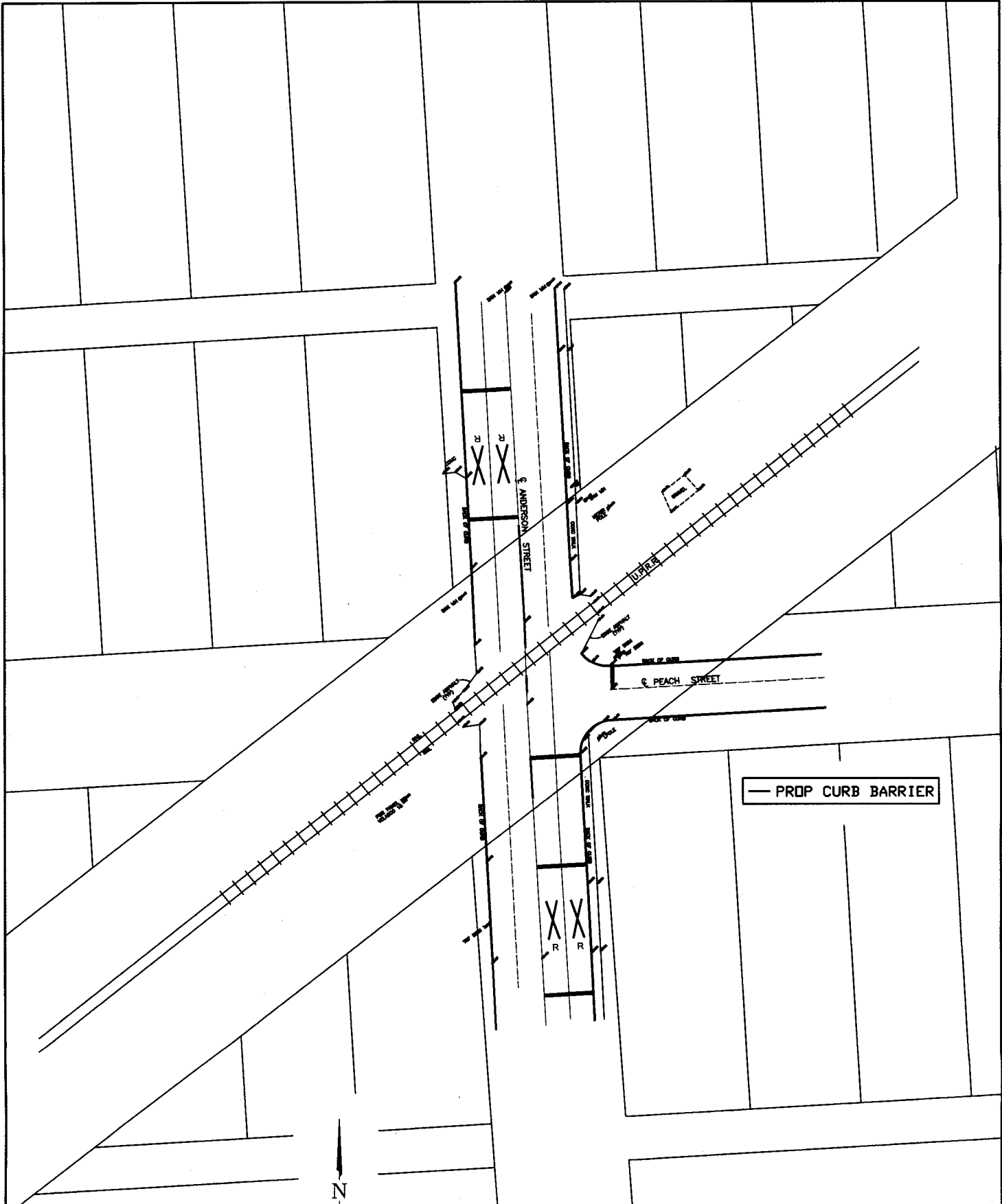
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS

300 E. CEDAR ST. ANGLETON, TEXAS 77515

**RAILROAD QUIET ZONE
CITY OF ANGLETON
BS 288 B (VELASCO ST)**

ANGLETON TEXAS, 77515

PROJECT NO. 9713-8x11.dwg



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 300 E. CEDAR ST., ANGLETON, TEXAS 77515

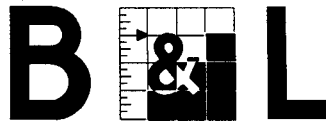
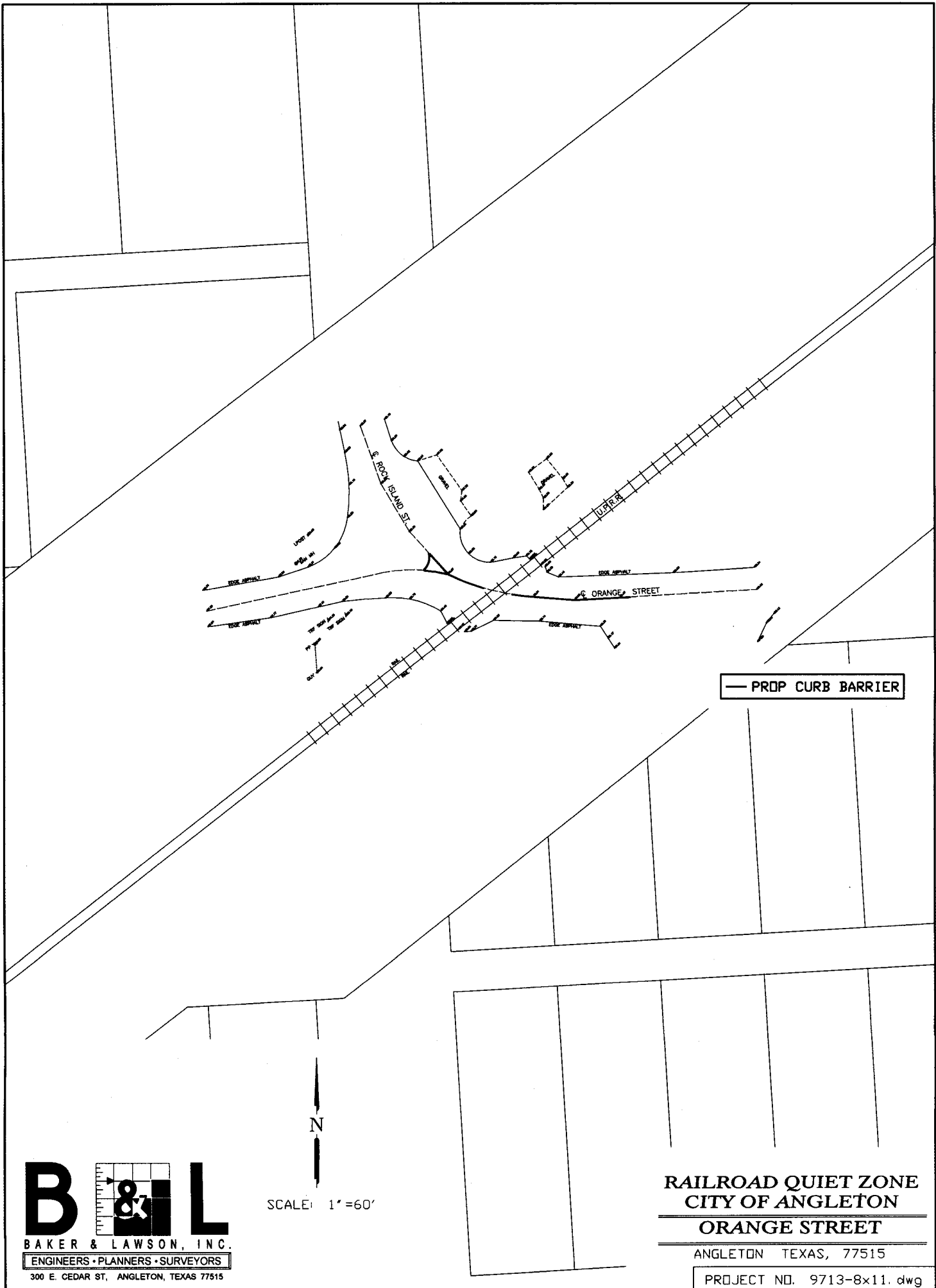
SCALE: 1" = 60'



**RAILROAD QUIET ZONE
 CITY OF ANGLETON
 ANDERSON STREET**

ANGLETON TEXAS, 77515

PROJECT NO. 9713-8x11.dwg



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RAILROAD QUIET ZONE
CITY OF ANGLETON

ORANGE STREET

ANGLETON TEXAS, 77515

PROJECT NO. 9713-8x11. dwg

SH 35 (MULBERRY ST)

EXIST ASPHALT DRIVEWAY

EXIST ASPHALT DRIVEWAY

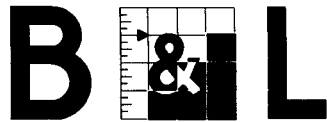
— PROP CURB BARRIER

S DOWNING ST

UPPER



SCALE: 1" = 60'



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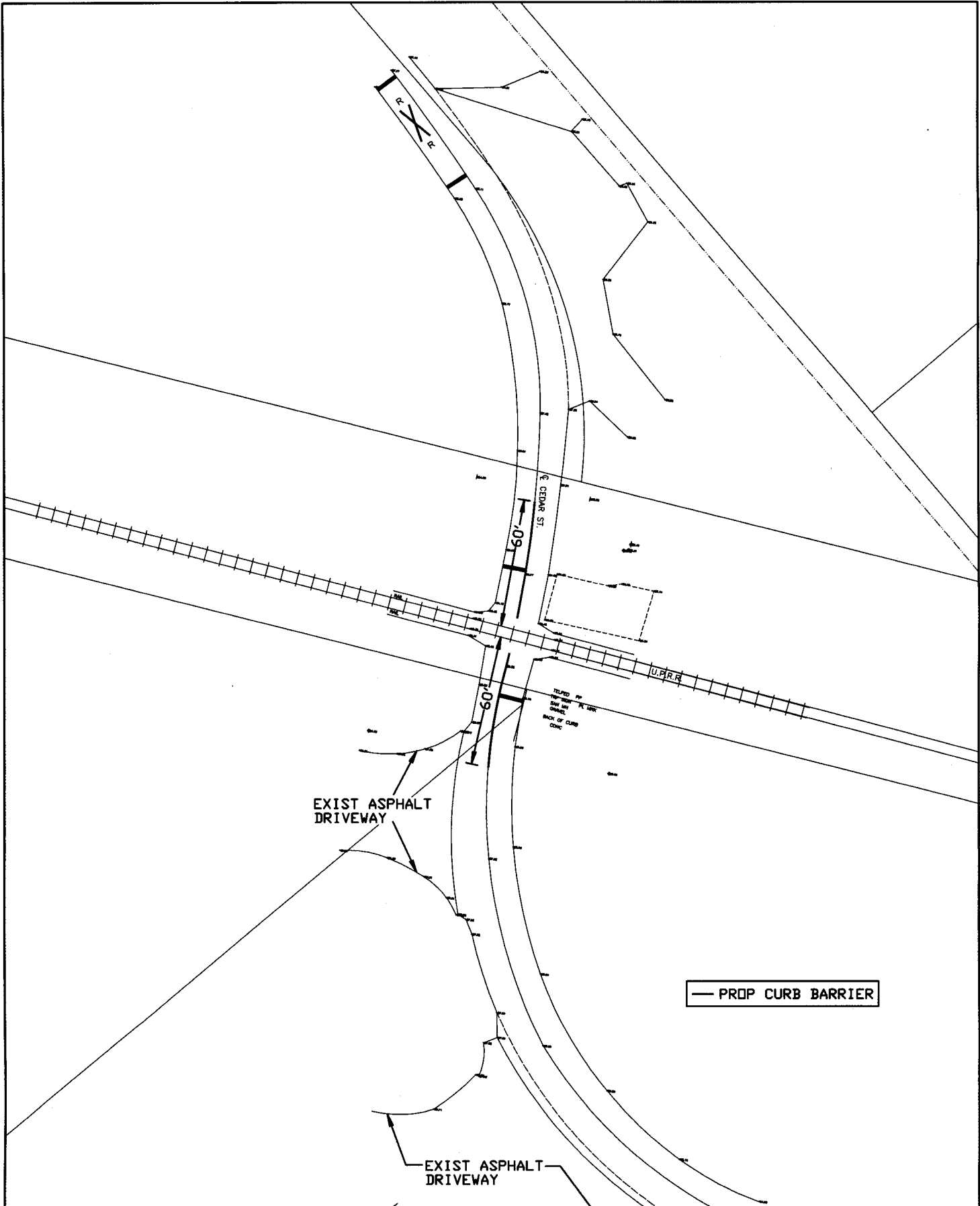
300 E. CEDAR ST, ANGLETON, TEXAS 77515

RAILROAD QUIET ZONE
CITY OF ANGLETON

DOWNING STREET

ANGLETON TEXAS, 77515

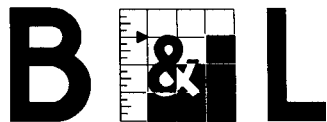
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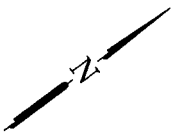
EXIST ASPHALT DRIVEWAY

EXIST ASPHALT DRIVEWAY

— PROP CURB BARRIER



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 300 E. CEDAR ST. ANGLETON, TEXAS 77515

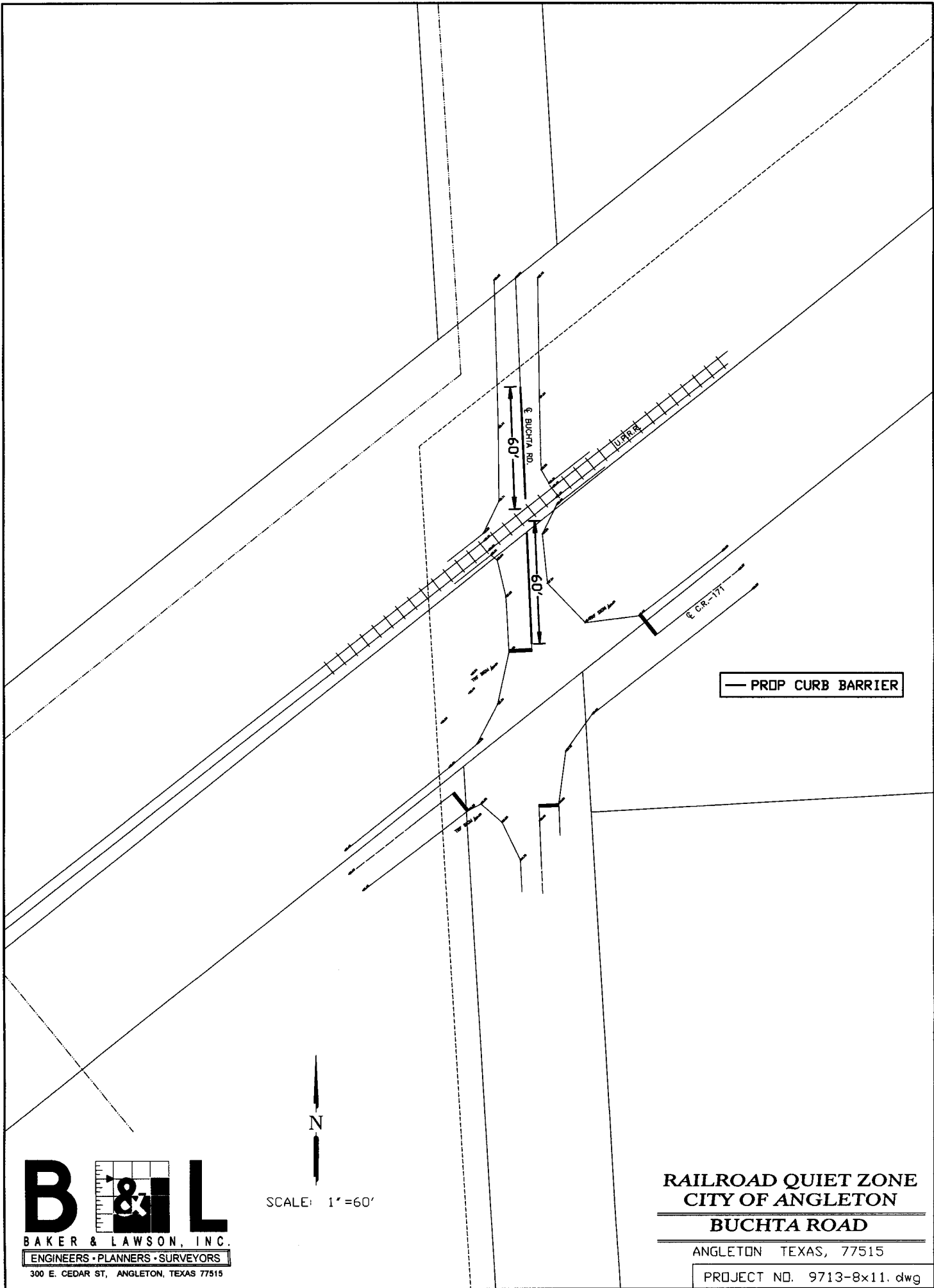


SCALE: 1" = 60'

RAILROAD QUIET ZONE
CITY OF ANGLETON
CEDAR STREET

ANGLETON TEXAS, 77515

PROJECT NO. 9713-8x11.dwg



— PROP CURB BARRIER



SCALE: 1" = 60'

B & L

BAKER & LAWSON, INC.

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300 E. CEDAR ST, ANGLETON, TEXAS 77515

**RAILROAD QUIET ZONE
CITY OF ANGLETON**

BUCHTA ROAD

ANGLETON TEXAS, 77515

PROJECT NO. 9713-8x11.dwg

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

Item for discussion and possible action regarding La Quinta short form plat

REQUESTED BY: Patel

SUBMITTED BY: Herb Smith

DATE SUBMITTED: July 19, 2007 FOR THE AGENDA OF: July 24, 2007

Expenditure Required:

Attachments:

SUMMARY STATEMENT:

This plat relocates the drive that connects the La Quinta to Belk Road approximately 25' closer to SH 35 than the original plat. This is being done at the request of the La Quinta organization

=====
Recommendation: approval of the short form plat

**BUSINESS FOR THE CITY COUNCIL
OF THE
CITY OF ANGLETON**

SUBJECT:

**Item for discussion and possible action regarding the placement of No
Parking Signs on both sides of 800 block of W. Miller**

REQUESTED BY: Chief David Ashburn

SUBMITTED BY: Chief David Ashburn

DATE SUBMITTED: July 19, 2007 FOR THE AGENDA OF: July 24, 2007

Expenditure Required: Cost of the signs and some poles

Attachments: map attached

SUMMARY STATEMENT:

Fire Marshall Robert Owens and I have safety concerns along 800 block W. Miller with people parking their vehicles on both sides of the roadway. There is an American Legion Hall at that location and it is rented out on weekends. Vehicles are parked on both sides of the street obstructing access for emergency vehicles. Last year a subject was shot at the location and this year we have had three different incidences of large crowds and shots fired. We are requesting that "NO PARKING" signs be placed along W. Miller to prevent this road obstruction from occurring again. The attached map shows how narrow the roadway is and when cars are parked along it fire trucks, ambulances and even police vehicles can not get through. Temporary signs have been placed on both sides of the roadway per Chief Ashburn due to the seriousness of the unsafe situation.

=====
Recommendation: Request City Council to approve an ordinance to keep the "NO
PARKING" signs in place.