



City Council Agenda 11/12/2019

Notice is hereby given of a special meeting of the City Council of City of San Angelo to be held November 12, 2019 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Chaplain Prayer

3. Pledges

4. Proclamations/Recognitions

- a. Proclamation of November 2019 as National Home Care & Hospice Month

5. Public Comment

Issues or concerns not on the Regular Agenda may be raised by the public at this time. Citizens should speak from the podium, address all comments to the dais, begin by stating their name and address or Single Member District, and limit remarks to less than three minutes.

6. Consent Agenda

- a. Consider approving the October 15, 2019 City Council regular meeting minutes (Julia Antilley)
- b. Consider approving a lease agreement between the City of San Angelo WIC and the Cornerstone Community Action Agency in Coleman, TX in the amount of \$250 monthly for rent of space to host WIC satellite clinic services and authorizing the City Manager to negotiate and execute all related documents (Cristina Eureste)
- c. Consider approving an amendment to the agreement with Water Dawgs, LLC for the lease of City property at Mary E. Lee Park at Lake Nasworthy for a boat rental concession and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- d. Consider awarding an ambulance box from Frazier in the amount of \$182,285 off HGAC contract AM10-18 and authorizing the City Manager to negotiate and execute all related documents (Brian Dunn)
- e. Consider extending the award of WU-02-15 Water Reclamation Facility Liquid Polymer to Polydyne Inc. in the amount of \$150,000 annually for one year, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)
- f. Consider awarding ES-07-19: Avenue R Bridge Repair to Futra Vest Construction (San Angelo, TX) in the amount of \$99,000, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Lance Overstreet)
- g. Consider awarding RFB SB-02-19 DS-Plus Cold Patching Material to Vulcan Construction Materials, LLC., in the amount of \$300,000 budgeted annually, and authorizing the City Manager to

negotiate and execute all related documents (Patrick Frerich)

- h. Consider authorizing the City Manager to negotiate and execute an agreement and all related documents with the Southern Drag Boat Association (SDBA) for the annual Drag Boat Races at Lake Nasworthy (Carl White)
- i. Consider a resolution allowing the City Manager to negotiate and execute a contract with the Chamber of Commerce Convention & Visitors Bureau allocating Hotel Occupancy Tax funds (Tina Dierschke)
- j. Consider a resolution allowing the Police Department to accept donations for the SAPD K-9 unit to purchase a working K-9 and K-9 related equipment (Frank Carter)
- k. Consider a resolution allowing Fort Concho Museum to accept the donation of a trailer (Bob Bluthardt)
- l. Consider ratifying a COSADC resolution authorizing the president to negotiate and execute a professional services agreement, with Centurion Planning and Design in an amount not to exceed \$24,765, to perform professional engineering and surveying services for a right turn lane and driveway approach design and final TXDOT permit application services for a project for a portion of the remainder of Block 1 San Angelo Gateway Addition Section 1 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Guy Andrews)
- m. Consider ratifying COSADC's resolution of the City of San Angelo Development Corporation Board of Directors authorizing the Board President to negotiate and execute a first amendment to the economic development performance agreement with CalTech Software Systems, Inc., amending the job creation and employee training assistance provisions therein with a commensurate reduction in grant incentives payable (Shannon Scott)
- n. Second reading of an ordinance approving the abandonment and vacation of a 20-ft wide by 190-ft long, 0.0872 acres (3,800-sq ft) north/south alley located within Block 30 of Angelo Heights Addition (Jon James)
- o. Consider authorizing the City Manager to negotiate and execute an annexation agreement and all related documents regarding approximately 977.9 acres of property located outside the city limits adjacent to US Highway 277 (Jon James)
- p. Second readings of:
 - 1. An ordinance approving CP19-02, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use to the Commercial Future Land Use, being the east 5.9 acres of an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr.
 - 2. An ordinance for Z19-15, a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District, being an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr. (Jon James)

7. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. Applicants, proponents, and appellants are excepted from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider items related to an amendment to PD19-04 to modify an approved off-site monument sign to allow a digital monument sign in the triangle generally bound by Sherwood Ave. to the north, W. Beauregard Ave. to the south, S. Tyler St. to the west and S. Harrison St. to the east, at 1909 W. Beauregard Ave.:
 - 1. Consider an appeal of the Planning Commission's decision to deny the applicant's request for an amendment to Planned Development PD19-04
 - 2. First reading and public hearing on an ordinance amending PD19-04
(Presentation made by Planning & Development Services Director Jon James)
- b. Consider a resolution approving case SU19-04, a Special Use to allow a Nursing Home on property zoned Heavy Commercial (CH), being 8.25 acres generally located on YMCA Dr., 850-ft northwest of the intersection of YMCA Dr. and Sunset Dr. (Presentation made by Planning & Development Services Director Jon James)
- c. First reading and public hearing on case Z19-16, an ordinance rezoning property from the Ranch & Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district, on 10 acres located at 3927 Old Ballinger Hwy. (Presentation made by Planning & Development Services Director Jon James)
- d. First reading and public hearing on an ordinance amending the Land Development and Subdivision Ordinance, Chapters 1, 9, and 10, to address adequate public facilities, to rename Chapter 9, to amend design requirements to refer to City Engineer specifications, and to create an administrative exemption for reduced street standards in infill areas (Presentation made by Planning & Development Services Director Jon James)
- e. Consider awarding ES-08-19: Avenue P Detention Basin to Darnell Construction, LLC (San Angelo, TX) in the amount of \$2,351,118, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Engineer Lance Overstreet)
- f. Consider the following:
 - 1. Accepting the Rescindment of Award recommendation from KSA Engineers and rejecting the bid from American Road Maintenance for failure to produce the mandatory Disadvantaged Business Enterprise plan in the bid documents for Airport Improvement Program (AIP) 39, Runway 18/36 Rehabilitation and Commercial Ramp Rehabilitation (Presentation made by KSA)
 - 2. Rejecting all bids and restructuring and rebidding AIP-39, Runway 18/36 Rehabilitation and Commercial Ramp Rehabilitation, due to the lack of available FAA grant funding (Presentation made by Airport Director Jeremy Valgardson)
- g. Consider approving a contract with US Digital Designs via NNPGov contract VH1164 for the purchase of a Fire Station Alerting System in the amount of \$539,582 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Information Technology Director Bucky Hasty)
- h. Update on Sales Tax revenue performance (Presentation made by Finance Director Tina Dierschke)

8. Special Agenda

- a. Consider a resolution canvassing returns and declaring the results of the Special Election held November 5, 2019; providing severability and an effective date (Presentation made by City Clerk Julia Antilley)

9. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding: Amendment to SAPAC agreement
- b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person regarding:
 - 1. 0.50 +/- Acre tract out of G Blum Survey 166
 - 2. Ford Ranch

10. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed
- b. Announcements and consideration of Future Agenda Items

11. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 8th day of November 2019, at 9:42 a.m.



Julia Antilley, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Julia.Antilley@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

Proclamation

In-home care allows patients to recuperate or to age in place, provides high quality and compassionate health care services, and is a preferred method of health care delivery among disabled, elderly, and chronically ill individuals who are eager to live independently in their own homes as long as possible.

Home care and hospice services allow families to stay together, providing for greater health, dignity, and comfort to individuals with acute and chronic illnesses, and provide care to millions of Americans each year.

Home care nurses, therapists, and aides work tirelessly to provide professional health and palliative care and support Americans in need of quality health services. These dedicated home care professionals and volunteers form a support network that plays a vital role in health care delivery for our nation's disabled, infirm, and aging population.

Across the United States, thousands of home care agencies are observing the month of November as National Home Care & Hospice Month in an effort to create public awareness and increase public education regarding these health care services.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 2019 as

National Home Care and Hospice Month

in San Angelo, Texas and encourage all community members to learn more about home care and hospice services.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 12th day of November, 2019.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 15, 2019

Present:

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie F. DeWitt, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, October 15, 2019, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Legislative Prayer

An invocation was provided by San Angelo Police Department Chaplain Ed Lopez.

3. Pledges

Pledges were led by Angelo Catholic School students, Ryley (7th grade) and Blaise Buckner (2nd grade).

4. Proclamations/Recognitions

October 23 - 31, 2019 was proclaimed as Red Ribbon Week.

5. Public Comment

Citizen B.A. Reid (SMD3) spoke regarding the history of golf.

Citizen Alan Prest (SMD1) spoke regarding city board meetings.

Citizen Rick Abbott (SMD1) spoke regarding the Lake Nasworthy Trust Fund.

6. Consent Agenda

- a. Approval of the October 1, 2019 City Council regular meeting minutes (Julia Antilley)
- b. Authorization of the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent (more than 100 days delinquent) on the following properties: (Cindy Preas)
 1. 1706 Shad Rd.; Lot 2, Group Shady Point; Carol L. Buie, Estate (\$1,500)
 2. 6638 Knickerbocker Rd.; Lot 114, Group Shady Point; Gayla S. Cook (\$922)
 3. 1816 Shady Point Cir.; Lot 20, Group Shady Point; Joe Koby & Becky Koby (\$923)
 4. 1850 Shady Point Cir.; Lot 21, Group Shady Point; Kippy Joiner & Israel Joiner (\$1,208)
 5. 6606 Knickerbocker Rd.; Lot 122, Group Shady Point; Conor Owen (\$820)
- c. Authorization of the City Attorney to terminate the Recreational and Agricultural Lease of approximately 2.214 acres of land, adjacent to Lot 10, Pecan Ridge Estates, for non-payment of annual rent (more than 160 days delinquent) (Cindy Preas)

- d. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant for 920 W. 17th St., being Lot 6, Block 2, T L Salvato Addition (\$1,000) (Cindy Preas) (Pg. 504, 2019-132)
- e. Authorization of the City Manager to execute a 15' Easement and Right-of-Way with AEP Texas, Inc. for the benefit of City's Tenant, Sports Next Level LLC, on property commonly known as 2838 College Hills Blvd. (Cindy Preas)
- f. Approval of BuyBoard Contract #555-18 with Insituform Technologies, LLC, for sewer infrastructure rehabilitation in the amount of \$708,655 and authorizing the City Manager to negotiate and execute all related documents (Andy Vecellio)
- g. Award of RFB FS-11-19 Patrol Utility Vehicles to Jim Bass Ford (San Angelo, TX) in the amount of \$527,445, for the purchase of 12 units with the option to purchase 3 additional units annually, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- h. Award of RFB FS-13-19 Medium Pickups to Jim Bass Ford (San Angelo, TX) in the amount of \$527,000, for the purchase of 14 units with the option to purchase 3 additional units annually, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- i. Award of RFB FS-14-19 Half Ton Pickups to Jim Bass Ford (San Angelo, TX) in the amount of \$704,000, for the purchase of 18 units with the option to purchase 4 additional units annually, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- j. Adoption of a resolution accepting the donation of two treadmills to the San Angelo Police Department (Frank Carter) (Pg. 505, 2019-133)
- k. Authorization of the San Angelo Fire Department to participate in the 2019 Muscular Dystrophy Association (MDA) Fill the Boot Campaign (Brian Dunn)
- l. Approval of a Memorandum of Understanding between the City of San Angelo and Downtown San Angelo, Inc. for the construction of an entryway into downtown San Angelo (Shane Kelton)
- m. Approval of Tax Increment Reinvestment Zone (TIRZ) incentive funding for four private projects in the North TIRZ area for the properties located at 1715 N. Chadbourne, 1816 N. Chadbourne, 1822 N. Chadbourne, and 2934 N. Chadbourne totaling \$233,985 (Jon James)
- n. Approval of the following:
 - 1. Second reading and adoption of an ordinance amending Appendix A "Fee Schedule" in the Code of Ordinances and requiring a fee schedule to be adopted by Resolution of Council (Pg. 506, 2019-134)
 - 2. Adoption of a resolution approving the Schedule of Fees and Charges (Pg. 531, 2019-135)
 - 3. Adoption of a resolution approving the Budget Policy (Theresa James and Tina Dierschke) (Pg. 532, 2019-136)

Motion: Council Member Thomas made a motion, seconded by Council Member DeWitt, to approve the Consent Agenda with the exception of items 6l, 6m, and 6n. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Gonzales, to approve item 6l, as presented by Patrick Frerich. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve item 6m, as presented by Shannon Scott. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to approve item 6n, as presented. The motion carried unanimously (7) ayes to (0) nays.

Citizen Steve Hampton (SMD6) expressed concern on item 6n.

7. Regular Agenda

- a. Report from the Convention & Visitors Bureau (CVB) and Chamber of Commerce Economic Development Council (Presentations made by CVB Director Diann Bayes and Chamber Vice President for Economic Development Michael Looney)

No action taken on this item.

- b. Public hearing on proposed development and adoption of a resolution of general support for a Low Income Housing Tax Credit (LIHTC) project in SMD2 by SA Villas at Shriner's Point, L.P. to construct affordable housing apartments in San Angelo on 37th St. and 40th St. (Presentation made by Neighborhood Services Director Bob Salas and SA Villas representative Grainger MacDonald) (Pg. 533, 2019-137)

Handouts given to City Council mirror Grainger MacDonald's presentation slides.

Motion: Mayor Gunter made a motion, seconded by Council Member Thompson, to adopt a resolution in support of the project, as presented. The motion carried unanimously (7) ayes to (0) nays.

New Quorum Present:

Mayor Brenda Gunter

Mayor Pro tem Harry Thomas, SMD 3

Council Member Tommy Hiebert, SMD 1

Council Member Lucy Gonzales, SMD 4

Council Member Lane Carter, SMD 5

Council Member Billie F. DeWitt, SMD 6

- c. Adoption of an ordinance authorizing the issuance and sale of City of San Angelo, Texas Waterworks and Sewer System Improvement Revenue Bonds, Series 2019; establishing procedures for the sale and delivery of the Bonds; providing for the security for and payment of such Bonds; and authorizing and enacting other matters and provisions relating to the subject (Presentation made by Finance Director Tina Dierschke and Water Utilities Director Allison Strube) (Pg. 534, 2019-138)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously (6) ayes to (0) nays.

- d. First reading and public hearing of:
 - 1. Adopting an ordinance approving CP19-02, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use to the Commercial Future Land Use, being the east 5.9 acres of an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr.
 - 2. Adopting an ordinance for Z19-15, a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District, being an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr. (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously (6) ayes to (0) nays.

Quorum Present for item 7e (taken out of order, after 7b):

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie F. DeWitt, SMD 6

- e. First reading and public hearing of an ordinance approving denying a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Planned Development (PD19-08) Zoning District to allow for an indoor entertainment facility with accessory alcoholic beverage sales for on-premise consumption, outdoor recreation and entertainment, and mobile food units, being 1.0720 acres located at 4382 Southwest Blvd. (Presentation made by Planning & Development Services Director Jon James)

Additional letters of opposition given to City Council were added to the Supplemental Minutes.

Citizens Boady Jennings (Southland Blvd), Gerald Turn (SMD3), Stephen Cozad, Jim Meadow, Don Knight, Hugh DeLong (Indian Path), Lois Knight, Deborah Meadow, Dixie Cozad, and Jenny Black spoke in opposition.

Developers Brian Benson and Brittany Ionita spoke in support of the project and responded to questions from City Council.

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to deny the rezoning. The motion to deny carried with (4) ayes and (3) nays, with Council Members Gonzales, Thomas, and Mayor Gunter dissenting.

Quorum for Remainder of Meeting:

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie F. DeWitt, SMD 6

- f. First reading and public hearing of an ordinance approving the abandonment and vacation of a 20-ft wide by 190-ft long, 0.0872 acres (3,800-sq ft) north/south alley located within Block 30 of Angelo Heights Addition (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the item, as presented. The motion carried unanimously (6) ayes to (0) nays.

- ~~g. Consider an appeal of the Planning Commission's decision to deny the applicant's request for an amendment to Planned Development PD19-04 to modify an approved off-site monument sign to allow a digital monument sign in the triangle generally bound by Sherwood Ave. to the north, W. Beauregard Ave. to the south, S. Tyler St. to the west and S. Harrison St. to the east, at 1909 W. Beauregard Ave. (Presentation made by Planning & Development Services Director Jon James)~~

Item removed from the Agenda for discussion at a future meeting.

- h. Adoption of a resolution authorizing the City Manager, or designee, to apply for and accept a Texas Historical Commission Certified Local Government Program Grant for fiscal year 2019-2020 for a total project amount of \$35,000; approving provision for matching funds equal to

fifty percent of the project costs in the form of a combination of matching funds and value of in kind services; and designating the City Manager as the City's Authorized Grant Official (Presentation made by Planning & Development Services Director Jon James) (Pg. 574, 2019-139)

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays.

- i. Update on Sales Tax revenue performance (Presentation made by Finance Director Tina Dierschke)

No action taken on this item.

8. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person regarding:
 - Millspaugh Addition, Block 24
 - 1521/1525 S. Concho Park Dr.
 - 141.670 +/- acres out of WC RR Co Survey and 200.1100 +/- acres out of W Johnson Survey
- b. Section 551.089(1) to deliberate regarding security assessments or deployments relating to information resources technology, regarding: Avolve Agreement

9. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session

Motion: Council Member Gonzales made a motion, seconded by Mayor Gunter, to approve an agreement with Avolve. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Thomas, to extend the deadline for Recurrent Energy to gain access to the substation until December 31, 2019. The motion carried unanimously (6) ayes to (0) nays.

- b. Announcements and consideration of Future Agenda Items

The next City Council meeting will be held November 12, 2019.

The City's Special Election will take place November 5, 2019.

10. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to adjourn the meeting. The motion carried unanimously (6) ayes to (0) nays.

There being no further business, the meeting adjourned at 12:48 p.m.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cristina Eureste, WIC Manager, WIC,

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider approving a lease agreement between the City of San Angelo WIC and the Cornerstone Community Action Agency in Coleman, TX in the amount of \$250 monthly for rent of space to host WIC satellite clinic services and authorizing the City Manager to negotiate and execute all related documents (Cristina Eureste)

Summary/History:

Staff is requesting approval to execute a lease agreement with the Cornerstone Community Action Agency in Coleman, TX effective December 1, 2019. WIC currently has a lease with the Sacred Heart Catholic Church and has notified them, pursuant to Sections 12 and 13 of the lease agreement, of cancellation of the lease agreement effective November 30, 2019. WIC currently pays \$400 for four Thursdays a month. Through the Central Texas Opportunities Agency, WIC will be paying \$250 a month with unlimited days.

Financial Impact:

Budgeted funds exist for this item. We currently pay \$400 a month in rent to the Sacred Heart Catholic Church. Through the Central Texas Opportunity Agency, we will be saving \$150 monthly. Our rent will decrease from \$400 to \$250 per month.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Approvals/Reviews:

Cristina Eureste	Created/Initiated
Theresa James	Approved
Morgan Chegwiddden	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider approving an amendment to the agreement with Water Dawgs, LLC for the lease of City property at Mary E. Lee Park at Lake Nasworthy for a boat rental concession and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Summary/History:

Water Dawgs, LLC operates the boat concession agreement at Mary E. Lee Park at Lake Nasworthy. This was the old "Concho Cruises" agreement that was transferred in February of 2018.

Water Dawgs wants to proceed with some much-needed improvements at the leased property and before they invest the time and money to do so, want to ensure that their lease is extended. We intend to make the new term 20 years, with no option to extend, under the same terms. Water Dawgs, LLC is not seeking any other changes to the original agreement.

The current lease term is up the end of December 2021 and has one option to extend for 5 years.

Improvements and new services intended include: removal of the 3 portable buildings and development of a new office/shop, construction of a metal canopy in back property (fenced/screened off) for protected covering, water slips for better public access and the sale of fuel and limited convenience items.

Services provided include: rental of pontoon boats and jet skis.

Water Dawgs, LLC has been coordinating with our Planning and Development Services Department regarding the proposed new physical improvements.

Financial Impact:

Water Dawgs, LLC, currently pays an annual fee of \$6,000 for this concession. Under the amendment, the annual fee will increase to \$6,500.

Other Information/Recommendation:

Attachments:

1. Agreement Executed Concho Cruises Feb 2016 Agreement Executed Concho Cruises Feb 2016.pdf

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Carl White	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

LAKE NASWORTHY
CRUISE BOAT CONCESSION
AND LEASE AGREEMENT

This Concession and Lease Agreement (hereinafter "Agreement") effective the 1st day of January, 2016 is entered into by and between the CITY OF SAN ANGELO, TEXAS, a Texas home-rule municipal corporation, acting by and through its duly authorized representative, hereinafter called "City," and WAYNE NICKELL D/B/A CONCHO CRUISES, hereinafter called "Concessionaire."

1. Grant of Privilege and Description of Premises. The City hereby grants to Concessionaire a privilege to operate a cruise boat concession (hereinafter "Concession") on Lake Nasworthy, San Angelo, Tom Green County, Texas, and lease the premises, which are more fully described and depicted on Exhibit "A", attached hereto and made a part of this Agreement as if fully set forth herein, or as may otherwise be agreed to from time to time by the City Manager or his designee and Concessionaire and evidenced in writing executed by the parties (hereinafter referred to as "concession area" or "premises"). The privilege to operate a cruise boat concession is limited by the specific exclusion of the sale of any alcoholic beverage. The parties hereto mutually agree that the sale of any alcoholic beverage by the Concessionaire will be deemed to be a breach of this Agreement. Concessionaire further agrees that use of the premises will be limited to operation of a cruise boat concession, boat rentals, and uses normally incidental thereto, and for no other purposes.
2. Hours of Operation. Concessionaire's cruise boat operation shall be open to the public on regular days and during regular hours that it deems prudent, and in compliance with the terms and conditions of this Agreement. Concessionaire's cruise boat operation includes all of Concho Cruise's boats.
3. Term. This Agreement is for a period of five (5) years commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2021, unless sooner terminated by mutual agreement of the parties or as otherwise provided herein. This Agreement is subject to annual review by the City for Concessionaire's compliance with its terms and conditions, and may be terminated for cause as provided for herein.
 - A. Option to Extend Term. With written consent of the City, Concessionaire shall have the option to extend this Agreement for up to one (1) additional, successive five (5) year period, under the same terms, conditions and covenants contained herein, except that the annual fee shall be \$6,500.00 for the extended term, provided that Concessionaire is not then in default of any term, condition or covenant in this Agreement.
 - B. Notice to Extend Term. Concessionaire shall exercise the option to extend the term of this Agreement by notifying the City in writing and delivering such written notice as herein required, at least ninety (90) days prior to expiration of the initial term.
4. Consideration. For the privilege contained herein, Concessionaire agrees to make the following payments to the City:

- A. Flat Annual Fee. The sum of \$6,000.00 payable in quarterly installments of \$1,500.00 each, the first quarterly installment being due and payable on January 1, 2016, and the others quarterly on the 1st day of April, July, October, and January of each year until the term expires.
- B. Place of Payment. All payments to City shall be made at: City of San Angelo Water Utilities Department, 702 S. Chadbourne St., San Angelo, Texas 76903, or at such other place as City may from time to time designate by written notice to Concessionaire.
- C. Delinquent Payments. For any payments not made on or before the 10th day of the month that the payment becomes due, Concessionaire agrees to pay a late fee as allowed by Appendix A, Article 6 of the City of San Angelo Code of Ordinances.
- D. Prorated Credit. City shall grant Concessionaire a prorated credit calculated as a percentage of the annual flat fee paid for any particular year. This prorated credit will be given on January 1st of each year for the previous year in which there are days the level of Lake Nasworthy at the inlet dropped below elevation 1868.5 feet, as determined by the City: $\text{Flat Annual Fee} \times [\text{number of days inlet water elevation was below } 1868.5 \div 365] = \text{credit amount}$.
5. Special Conditions. Concessionaire agrees to the following conditions and agrees it will abide by the same during the term of this Agreement:
- A. Maintenance. All boats, equipment, docks, parking areas, and other facilities associated with Concessionaire's operations, will be continuously maintained at Concessionaire's sole expense in good, safe operating order, free from discoverable defects and in clean, neat and attractive condition, inside and outside.
- B. Sanitation. The premises will be kept in a safe, clean and orderly condition at all times in compliance with applicable federal, state and local laws and regulations. The premises will be cleaned after each day's operation, and all refuse will be removed daily.
- C. Improvements/Equipment. The Concessionaire shall furnish and install, at its own expense, improvements and equipment at the concession site. The Concessionaire shall first secure written approval from the City before installation or construction is commenced on any improvement or equipment. Portable equipment, supplies and materials shall remain the property of the Concessionaire and subject to applicable taxation. Permanent improvements and equipment, such as, but not limited to, fencing, piers, docks and buildings, permanently attached to the premises so that they may not be removed without damage, shall become the property of the City upon installation, shall not be taxable to the Concessionaire, and shall not be removed by the Concessionaire upon termination of this Agreement. Concessionaire shall be responsible for the continuous maintenance of any such permanent improvement during the term of this Agreement.

D. Signs. Concessionaire may post in a conspicuous place on the premises signs relating to its ticket prices and other charges. No other advertising signs are permitted at the concession site without the prior written consent of the City. All signs must comply with City sign ordinances.

E. Service. Concessionaire shall furnish good, prompt and efficient service on a fair and reasonable basis. Concessionaire shall maintain competent and sufficient personnel, neatly clothed, on duty during all hours of operation as reasonably necessary to accommodate the public. The City reserves the right to require all personnel to be identified by conspicuous badge or other marking on clothing while on the premises or while on duty.

F. Restrictions/Laws. The City may prohibit concession activities and may require the removal of boats from the concession site at certain times or in certain areas due to events then occurring or about to occur in the vicinity of the concession area. The City shall not unreasonably impose such restrictions. The City's decision to impose any such restriction or the timing and duration of such, shall be in the sole discretion of the City. The Concessionaire shall comply with all such restrictions, applicable rules, regulations and laws of the United States, the State of Texas, and the City, and shall use the premises for no unlawful purposes whatsoever. Concessionaire and his patrons shall be subject to payment of applicable entrance fees. Concessionaire shall ensure that patron parking and boarding do not unreasonably interfere with public use of roads or parking areas, or public access to park grounds.

G. Delivery of Supplies. The Concessionaire shall arrange for the delivery of supplies used by it at the concession area at times and in a manner so that such deliveries do not create congestion or an undue interference with the regular operation and maintenance of the area.

H. Fencing of Tract 2. Concessionaire shall, at his sole cost and expense, construct a minimum six (6) foot opaque fence around that portion of Tract 2 depicted on Exhibit A. Concessionaire shall first secure written approval from the City before construction of the fence is commenced. Concessionaire shall construct and maintain the fence in accordance with all applicable City ordinances. Construction of the fence shall be completed no later than thirty (30) days after execution of this Agreement.

6. General Conditions. The parties agree to the following general conditions:

A. Indemnification and Insurance. Concessionaire agrees to the indemnification and insurance provisions specified on Exhibit "B" which is attached hereto and incorporated herein as part of this Agreement.

B. Reversion of Unused Area. In the event that Concessionaire shall fail to utilize any part of the concession area on a regular basis for a continuous period of six (6) months or more, said part, which could include all of the concession area, shall be deemed to have been abandoned by the Concessionaire, and the use thereof shall revert to

the City, whereupon Concessionaire shall be deemed to have relinquished all right to possession or use of that part or all of the concession area.

C. Default and Termination. If Concessionaire shall default in performance of any of the covenants and conditions required herein to be kept and performed by Concessionaire, and such default continues for a period of ten (10) days after written notice describing the default is delivered to Concessionaire, City shall have the right to terminate this Agreement upon thirty (30) days written notice of termination. Any termination of this Agreement arising from Concessionaire's default shall not relieve Concessionaire from the payment of any sum or sums that are due and payable to City under this Agreement, or any claim for damages then or thereafter accruing against Concessionaire under this Agreement. Any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Concessionaire for any default under this Agreement.

D. Waiver of Default. The acceptance of monies due the City for any period or periods after a default of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of the default by the City. No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Concessionaire shall be construed to be a waiver or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Concessionaire.

E. Cumulative Rights. All rights, options, and remedies of City contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Agreement. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Concessionaire, or if it becomes necessary for the City to employ attorneys to enforce its rights accruing as a result of such default, Concessionaire agrees to pay City reasonable attorneys' fees and all costs of court and expenses incurred as a result thereof.

F. Surrender of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted. Within thirty (30) days of the effective date of termination of this Agreement, Concessionaire shall surrender possession of the Concession Area and Premises, and all equipment and improvements made, furnished, or owned by the City. Concessionaire hereby authorizes City, in its sole discretion, to cause the removal of Concessionaire's personal property left on the Premises at Concessionaire's expense. All improvements and equipment installed by Concessionaire and all additional items of personal property remaining in or on the premises after the

expiration of thirty (30) days following the expiration or termination of this Agreement shall be deemed abandoned by Concessionaire and shall automatically become the property of City.

G. Delivery of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted.

H. Relationship of Parties. It is understood and agreed that nothing herein contained shall be construed as creating or establishing a relationship of agency, partnership or joint venture between the parties hereto, or as appointing or designating the Concessionaire as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Concessionaire is to be and shall remain at all times with respect to this Agreement an independent contractor.

I. No Waiver. Failure of City to insist in any instance upon a strict performance by Concessionaire of any of the provisions, conditions or terms of this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by Lessor of any of the provisions, conditions or terms of this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.

J. Invalid or Illegal Provision. If any one or more provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

K. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Agreement.

L. Notices. Any notices given to the parties shall be sufficient upon personal delivery or if sent by certified mail to the following addresses:

City: City of San Angelo
Attn: Parks & Recreation Director 702 S. Chadbourne St.
San Angelo, TX 76903

Concessionaire: Wayne Nickell
P.O. Box 60014
San Angelo, Texas 76906

M. Amendment. No amendment, modification or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and fully executed by the parties hereto or their respective successors or legal representatives.

N. No Assignment. This Agreement shall not be assigned or sublet without prior written approval of the City.

O. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas, where venue shall lie.

P. Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties hereto. Any oral representations or modifications hereinbefore or hereinafter made concerning this Agreement shall be of no force and effect, provided however; the Agreement may be amended by the parties hereto as provided herein.

Q. Survival. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

R. Disclaimer of Warranties. ALL WARRANTIES THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. CITY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS WRITTEN LEASE AGREEMENT.

S. No Encumbrances. Concessionaire shall not have the right to encumber the Premises leased under this Agreement.

Executed in duplicate originals on this 24th day of February, 2016.

CITY OF SAN ANGELO

By: 
Daniel Valenzuela, City Manager

ATTEST:

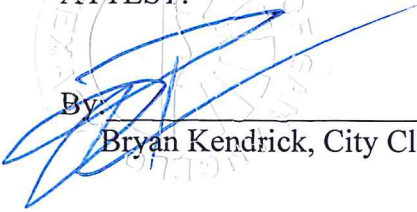
By: 
Bryan Kendrick, City Clerk

EXHIBIT "A"

TRACT 1: A 40,570 square foot tract, more or less, in Mary E. Lee Park with its Northeastern boundary line being adjacent to a designated public parking area, its Southeastern boundary line running parallel to Mary E. Lee Road, its Southwestern boundary line being adjacent to a public parking area that extends toward the shoreline of Lake Nasworthy, and its Northwestern boundary line being the shoreline of Lake Nasworthy (known commonly by municipal address as 2138 Mary E. Lee Rd., San Angelo, Texas 76904).

TRACT 2: A 12,835 square foot tract, more or less, in Mary E. Lee Park being East-southeast of Tract 1 above, with its Northern boundary line beginning at a point on Mary E. Lee Road and extending East toward Knickerbocker Road, its Eastern boundary line facing Knickerbocker Road, its Southern boundary line being adjacent to the Concho Bass Club, Inc., and its Western boundary line running parallel with Mary E. Lee Road.

Exhibit "A" Continued on next page.

Lake Nasworthy Cruise Boat Concession Agreement "Exhibit A"



GIS Division

- concho_cruises_fenceline
- concho_cruises
- Ownership Parcels



1 inch = 100 feet

EXHIBIT "B"

1. Indemnification.

1.1 General Indemnification. Contractor agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Contractor, its agents or employees, or the joint negligence of Contractor and any other entity, as a consequence of its execution or performance of this Contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Contract as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

1.2 Environmental Indemnification. Contractor agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Contractor's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Contractor's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Contractor specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Contractor regardless of when such incident is discovered. Contractor shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Contractor regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

1.3 Prospective Application. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Contract but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. Before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alternations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

2.1.5 Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

2.1.6 Sub Contractors' Insurance. Contractor shall cause each Sub Contractor and Sub-sub Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Sub Contractors and Sub-sub Contractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Sub Contractor and Sub-sub Contractor.

2.2 Types and Amounts of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.2.1 Commercial General Liability. This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, board form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products- Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

2.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$1,000,000.00	Combined Single Limit or Separate Limits in the amount of
\$250,000.00	Per person
\$500,000.00	Per Occurrence
\$100,000.00	Property Damage

2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$500,000.00	Employer's Liability, Each Accident
\$500,000.00	Employer's Liability, Disease- Policy Limit
\$500,000.00	Employer's Liability, Disease- Each Employee

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to Lessor in accordance with the notice provisions of this Contract.

If Contractor uses contract labor, Contractor shall require its contractor to maintain the above reference coverage and furnish copies of certificates of insurance as required herein.

2.2.7 Liquor Liability. This insurance shall be in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be as follows:

\$1,000,000.00 Combined Single Limit, each occurrence

2.2.8 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired.

\$1,000,000.00 Per loss
\$1,000,000.00 Annual aggregate

"CITY" can also be known as "Lessor" "CONTRACTOR" can also be known as "Concessionaire"

"CONTRACT" can also be known as "Agreement" or "Contract"

"PREMISES" can also be known as "Contracted Premises", "Concession Area", or "Premises"



Concessionaire



City

16-098



CITY OF SAN ANGELO
CONTRACT ROUTING FORM

Please attach this routing form to all contracts/agreements that require execution by City Manager

ORIGINATING DEPARTMENT: Parks & Recreation

DEPARTMENT CONTACT PERSON: Cael White EXT 1521

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Wayne Nickell d/b/a Cancho Cruises

IS THIS AGREEMENT AS A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? ☐ YES ☒ NO
TOTAL CONTRACT AMOUNT: \$6,000.00 annual rent

TYPE OF AGREEMENT:

- | | |
|--|---|
| ☐ MANAGEMENT AGREEMENT | ☐ PUBLIC WORKS AGREEMENT |
| ☐ PROFESSIONAL SERVICES AGREEMENT | ☐ MAINTENANCE AGREEMENT |
| ☐ GRANT AGREEMENT | ☐ INTER-LOCAL AGREEMENT |
| ☐ EXPERT CONSULTANT AGREEMENT | ☒ LEASE AGREEMENT |
| ☐ LICENSE AGREEMENT | ☐ PURCHASE OR SALE AGREEMENT |
| ☐ MOU | ☒ OTHER <u>Concession Agreement</u> |

COUNCIL APPROVAL DATE: 1/5/16 RESOLUTION NO. _____

IF THIS DOES NOT REQUIRE COUNCIL APPROVAL, PLEASE EXPLAIN: _____

ROUTING INFORMATION

	Date	Initials
DEPARTURE FROM ORIGINATING DEPARTMENT	<u>11/24/15</u>	<u>XCR</u>
SUBMIT TO PURCHASING		
SUBMIT TO RISK MANAGEMENT	<u>2/17/16</u>	<u>BK</u>
SUBMIT TO CITY ATTORNEY	<u>2-3-16</u>	<u>BP</u>
PICK UP BY ORIGINATING DEPARTMENT FROM CITY ATTORNEY	<u>Feb 4, 16</u>	<u>X gr</u>
SUBMIT TO CITY CLERK		
SIGNED BY CITY MANAGER/MAYOR	<u>2-24-16</u>	<u>Q</u>
COPY OF EXECUTED DOCUMENT TO CITY ATTORNEY'S OFFICE		

NOTE: PLS ENSURE ALL FIELDS ARE COMPLETED IN ROUTING INFORMATION
BEFORE SUBMISSION TO CITY CLERK

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Assistant Fire Chief, Fire Department, 325-657-4355 ext 300

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider awarding an ambulance box from Frazier in the amount of \$182,285 off HGAC contract AM10-18 and authorizing the City Manager to negotiate and execute all related documents (Brian Dunn)

Summary/History:

Consideration for the approval of 1 Frazier Bilt 14' Ambulance module to replace a unit beyond it's useful life. The Ambulance "Box" will be mounted and installed on a F-450 provided by Fleet under RFB FS-01-19 Ambulance Chassis from Jim Bass Ford (Council approved chassis purchase in 12-11-18 council meeting).

Financial Impact:

The funds for the purchase of this unit have been budgeted and allocated in account 501-9100-800-07-42 FY20 for the amount of \$182,285.00 HGAC contract # AM10-18

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Patrick Brody	Created/Initiated
Brian Dunn	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Allison Strube, Water Utilities Director, Water Utilities, 325-657-4209

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider extending the award of WU-02-15 Water Reclamation Facility Liquid Polymer to Polydyne Inc. in the amount of \$150,000 annually for one year, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)

Summary/History:

Three (3) bids were received for the supply of polymer to the Water Reclamation Facility. The best bid for the product was submitted by Polydyne Inc.

WU-02-15 Liquid Polymer was bid out to allow for polymer purchases for a three year period with two additional one year term extensions. City Council previously authorized the approval on June 16, 2015 for the first two years. City Council authorized an additional one year with two additional one year term extension on June 5, 2017, but excluded FY2020 from the term of the extension. This item is requesting approval for the purchase of polymer for the remaining term of this contract, which expires in July of 2020. A new bid will be generated in early 2020 for City Council approval prior to the expiration of this contract.

The polymer chemical facilitates the de-watering of sludge in the wastewater treatment process. The chemical helps remove water from the bio-solids allowing the material to be dried and transferred to the composting site for final stabilization. The City has been using these chemicals at the Water Reclamation Facility since 1994.

Financial Impact:

Total estimated annual expenditure of \$111,114.58 (not to exceed \$150,000) - Budgeted within the Water Reclamation Facility's Operating Budget.

Other Information/Recommendation:

Polymer chemicals are evaluated based on the amount of material required to de-water a set volume of solids. The best bid is then determined by the projected overall annual cost.

Staff recommends extension for Polydyne Inc. be accepted.

Attachments:

- | | |
|----------------------------|-----------------------------|
| 1. WU-02-15 Bid Tab | WU-02-15 Bid Tab.pdf |
| 2. Polydyne minutes 6.6.17 | Polydyne minutes 6.6.17.pdf |
| 3. WU-02-15 MEMO | WU-02-15 MEMO.pdf |

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Andy Vecellio	Approved
Allison Strube	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



CITY OF SAN ANGELO
BID TABULATION * RFB NO: WU-02-15/WTF Polymer * May 12, 2015

No.	Item	BASF	POLYDYNE	POLYDYNE	SOUTHWEST ENGINEERS	SOLENIS
		Price/lb	Price/lb	Price/lb	Price/lb	Price/lb
1	Polymer	0.90	0.940	NO BID	1.240	1.430
2	Product Name:	ZETAG-8818	CLARIFLOC-C1725	CLARIFLOC-C1726	ZETAG-8819	K-144L
	Annual Pounds Required to Meet Spec	307,975.00	118,207.00	163,173.00	238,816.00	105,000.00
	Estimated Cost/Yr	\$ 277,177.50	\$ 111,114.58	-	\$ 296,131.84	\$ 150,150.00
		**				**
	Delivery Days	5 - 7 ARO	3 Calendar		10 - 14 Business	5 - 7
	Payment Discount	0	0		0	0
	P-Card	No	Yes		Yes	Yes
	Minimum Order level for free Delivery	N/A	\$1,692.00		0	Price Includes
	Piggy Back	Y				Yes
		**Change to Ins. & Indemn. Refused 6/2/15				**Change to Ins. & Indemn. Refused 6/2/15

NO BIDS:

OFS Inc	Oklahoma City, OK
Kemira	Lawrence, KS
Univar	Kent, WA
INDECO - **Bid turned in after closing, Bid Not Opened	San Angelo Tx

Bids Mailed To:

Ashland Inc.,	Covington, KY
SWE Southwest Engineers	Slidell, LA
Atlantic Coast Polymers Inc.	Austin, TX
CIBA	Suffolk, VA
SNF Polydyne Inc.	Riceboro, GA
OFS Inc	Oklahoma City, OK

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, June 6, 2017

Present:

Mayor Brenda Gunter
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, June 6, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Ron Guzman, a Minister with West Angelo Church of Christ and the pledges were led by Tristan Bue and Barrett Bradbury with the Cub Scouts.

3. Proclamations/Recognitions

The City of San Angelo Budget division was recognized for receiving the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award to be accepted by Budget Manager Chegwiddden, Senior Budget Analyst Walt Wilkinson, and Senior Budget Analyst Kimberly Rennspies

June 12, 2017 was proclaimed as "Orlando United Day-A Day of Love and Kindness"

4. Public Comment

Citizen Jamie Tabor noted a potential issue related to pedestrian crossing at the intersection of Pecos and Howard.

Several citizens made comments in support of the Railway History Museum.

Fleet Services Superintendant Ryan Kramer noted the upcoming city equipment auction beginning this week.

Citizen Sylvia Martinez made comments concerning parking around Freedom Fellowship.

5. Consent Agenda

- a. Approval of the May 16, 2017 City Council regular meeting minutes
- b. Approval of Engineering Services to put out for bid as a competitive sealed proposal RFCSP No. ES-08-17 2017 Sealcoating and finding that method is the best value for the City.
- c. Approval of authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value:
 1. 2206 Joy Road; Lot 14, Block 1, Group 16, Lake Nasworthy Addition; \$99,900

- d. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to related to 831 West 16th; Lot 2, Block 12, Mineola Addition; Vega (\$5,500) (Pg.6, #2017-06-080)
- e. Postponement of approving a new 40-year lake lot residential lease with the following Tenants:
 - 1. 6682 Knickerbocker Rd; Lot 103, Group Shady Point, Lake Nasworthy Addition
 - 2. 2618 Sleepy Hollow Rd; Lot 39, Group Fisherman's Road, Lake Nasworthy Addition
- f. Approval of authorizing a Consent to Assignment of a lease agreement from Above The Clouds, LLC to Badgett Bros., LLC for 475 square feet of concessionaire space located at San Angelo Regional Airport
- g. Adoption of a resolution allowing for funding of management services provided by the San Angelo Performing Arts Coalition as they relate to the Auditorium project (Pg. 7, #2017-06-081)
- h. Approval of extending the award of WU-02-15 Water Reclamation Facility Liquid Polymer to Polydyne Inc. in the amount of \$150,000 annually for one year with two additional one year term extensions, budgeted for purchase in FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to approve the consent agenda, with the exception of postponing item 5e, and pulling items 5b and 5f for a separate discussion, the motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve item 5b, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve item 5f, as presented. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Approval of first public hearing of an amendment to an ordinance of the City of San Angelo, amending Chapter 3 "Animal Control" Sections 3.01.003 "Appearance in Court Required" of the Code of Ordinances to outline and clarify authorization to issue citations for violation of Animal Control ordinances - (Presentation made by Neighborhood Services Director Robert Salas)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- b. Approval of first public hearing of an ordinance amending various sections of the Zoning Ordinance in the Code of Ordinances regarding the definition of and regulations applicable to schools, including establishing different standards for Kindergarten through 9th grade and High Schools, defining both public and private schools as a school, and establishing development standards for schools including requirements for parking, vehicle stacking, and site development - (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- c. Approval of first public hearing of an ordinance amending the Zoning Ordinance in the Code of Ordinances regarding "Off-Street Parking Standards" by establishing a process for an Alternative Parking Plan and providing standards for off-site and reduced parking - (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- d. Approval of first public hearing of an ordinance amending Chapter 2, "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 14 "Civic Events Board" of the Code of Ordinances - (Presentation made by Civic Events Manager Sidney Walker)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- e. Update and discussion of Fleet data monitoring and GPS system - (Requested by City Councilman Harry Thomas, Presentation made by Fleet Services Superintendent Ryan Kramer)

No action was taken on item 6e.

- f. Update on Industrial Park activity and performance - (Requested by Mayor Gunter, Presentation made by Finance Director Tina Dierschke and Economic Development Director Roland Peña)

No action was taken on item 6f.

- g. Approval of first public hearing and introduction of an ordinance amending the 2016-2017 budget for incomplete projects, equipment replacement, and grants - (Presentation made by Budget Manager Morgan Chegwidan)

Item 6g was considered before item 6f

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- h. Approval of first public hearing of an ordinance to modify the Code of Ordinances to require the purchasing policy to be adopted by Council through resolution - (Presentation made by Purchasing Manager Julia Antilley)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- i. Appointment of Council Member representation (three members) to the Concho River Water Master Advisory Committee - (Presentation made by City Clerk Bryan Kendrick)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to appoint Mayor Gunter and Council Members Hiebert and Thompson to the Concho River Water Master Advisory Committee. The motion carried unanimously (7) ayes to (0) nays.

- j. Appointment of representation (two members) to the Metropolitan Planning Organization Board - (Presentation made by MPO Director Major Hofheins and City Clerk Bryan Kendrick)

Motion: Council Member Farmer made a motion, seconded by Council Member Gonzales, to appoint Mayor Gunter and City Manager Daniel Valenzuela to the Metropolitan Planning Organization Board. The motion carried unanimously (7) ayes to (0) nays.

- k. Appointment of Council Member representation on I-14 Gulf Coast Strategic Highway Coalition -
(Presentation made by City Clerk Bryan Kendrick and Economic Development Director Roland Peña)

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to appoint Mayor Gunter to the I-14 Gulf Coast Strategic Highway Coalition. The motion carried unanimously (7) ayes to (0) nays.

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. 2013 Sealcoating Program Contract
 - 2. Templeton Construction, Inc.
 - 3. Alsay, Inc. v. City of San Angelo, Texas Carollo Engineers, Inc.
 - 4. City of San Angelo v. Spillman Technologies, Inc.
- b. Section 551.072 Deliberations about Real Property regarding:
 - 1. 703 S. Chadbourne
 - 2. ~~Property located on river frontage~~
 - 3. Ford Ranch
- c. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding condemnation

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed

Consensus of Council was to hold a Special Called Workshop related to 703 S. Chadbourne on June 15th at 3:30 p.m.

- b. Approval of the following Board nomination:
COSADC: Edward Carrasco (SMD1) to a 1st full term ending February 2019

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to approve the nomination, as presented. The motion carried unanimously (7) ayes to (0) nays.

- c. Consider a possible Special Called Water Workshop on June 13, 2017

Consensus of Council was to hold a Special Called Workshop on June 13th at 2:00pm

- d. Announcements and consideration of Future Agenda Items

Council Members Carter and Hiebert noted they were planning an joint town hall for Districts 1 and 5.

Council Member Thomas asked for a street project update.

Council Member Hiebert asked for an update on the flooding problems on Foster Road.

9. Adjournment

Official Minute Record
June 6, 2017

Volume 109
Page 5

Motion: Council Member Carter made a motion, seconded by Council Member Farmer, to adjourn the meeting. The motion carried unanimously seven (7) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 2:29 p.m.

THE CITY OF SAN ANGELO

DocuSigned by:

Brenda Gunter

85CC121DADEB40F...

Brenda Gunter, Mayor

ATTEST:

DocuSigned by:

Bryan Kendrick

EE8995EDAEA1475...

Bryan Kendrick, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bill Riley, Director of Water Utilities, 657-4209

Meeting Date: July 7, 2015

Item type: Consent

Caption:

Consideration of awarding RFB WU-02-15 Polymer bid to Polydyne Inc. (Riceboro, GA) for polymer use in the Water Reclamation Facility.

Summary:

Three (3) bids have been received for the supply of polymer to the Water Reclamation Facility. The best bid for the product was submitted by Polydyne Inc.

History:

The polymer chemical facilitates the dewatering of sludge in the wastewater treatment process. The chemical helps remove water from the bio-solids allowing the material to be dried and transferred to the composting site for final stabilization. The City has been using these chemicals at the Water Reclamation Facility since 1994.

Financial Impact:

Total estimated annual expenditure of \$111,114.58 - Budgeted within the Water Reclamation Facility's Operating Budget.

Other Information/Recommendation:

Polymer chemicals are evaluated based on the amount of material required to dewater a set volume of solids. The best bid is then determined by the projected overall annual cost.

It is recommended the bid from Polydyne Inc. (Riceboro, GA) be accepted.

Attachments:

Bid Tab

Presentation:

None

Approvals/Reviews:

Reviewed by Bill Riley, Director of Water Utilities

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services, 325-657-4201

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider awarding ES-07-19: Avenue R Bridge Repair to Futra Vest Construction (San Angelo, TX) in the amount of \$99,000, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Lance Overstreet)

Summary/History:

A portion of the bridge was removed in an attempt to repair a water line leak. This project was designed by Freese and Nichols to make the structural repairs necessary to the drainage structures and repair the roadway. The project bid on October 24th with one bidder responding. Staff recommends a partial award of the proposed work in the amount of \$99,000. The Roadway Repair portion of the project has been withdrawn from the contractors scope of work and will be preformed in house.

Financial Impact:

Budgeted in the 2020 Water Capital Budget

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | City Of San Angelo REVISED Bid Sheet and signature | City Of San Angelo REVISED Bid Sheet and signature.pdf |
| 2. | RFB ES-07-19 | RFB ES-07-19.pdf |

Presentation:

Lance Overstreet

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Lance Overstreet	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



CITY OF SAN ANGELO
PURCHASING DIVISION
 72 West College Avenue, San Angelo, Texas 76903
 Telephone: (325) 657-4219

REVISED Bid Sheet 10/29/19

Please complete the Bid Sheet below. Additionally, please complete the Bid Sheet in Microsoft Excel format by downloading the Bid Sheet on the Bid Information Page. Please submit an electronic, Microsoft Excel version of the Bid Sheet along with the electronic copies of your submission on the USB Flash Drive.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Demolition					
	Removing Concrete (TxDOT Item 104)	1	LS	\$10,000.00	\$10,000.00
	Removing Asphalt Pavement and Base (TxDOT Item	14	SY	\$714.29	\$10,000.00
Drainage Improvements					
	Trench Riprap Repair (TxDOT Item 432)	4	CY	\$2,000.00	\$8,000.00
	Rock Riprap Type F 18" Dry (TxDOT Item 432)	16	CY	\$500.00	\$8,000.00
Storm Drainage Structural Repair					
	Bottom Slab Concrete Culvert Repair	8	CY	\$1,875.00	\$15,000.00
	Top Slab Concrete Culvert Repair	8	CY	\$1,875.00	\$15,000.00
	Concrete Culvert Wall Repair	4	CY	\$2,500.00	\$10,000.00
	Concrete Spall Repair	1	LS	\$5,000.00	\$5,000.00
	Full Depth Concrete Repair	1	LS	\$10,000.00	\$10,000.00
Roadway Repair					
	Flexible Base (CoSA Item 247)		SY	REMOVED	REMOVED
	Prime Coat (CoSA Item 310)		GAL	REMOVED	REMOVED
	Hot Mix Asphaltic Concrete Pavement Type D(CoSA Item 340)		TON	REMOVED	REMOVED
Storm Water Pollution Prevention Measures					
	Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Items					
	Mobilization	1	LS	\$5,000.00	\$5,000.00
Project Total					\$99,000.00

Authorized Signature/Contact Information Form

Vendor Name: Futra Vest Construction

Authorized Signature:

Print Name: Antonio Torres

Date: 10/29/19

CITY OF SAN ANGELO
REQUEST FOR BIDS
ENGINEERING SERVICES DEPARTMENT
AVENUE R BRIDGE REPAIR

RFB No. ES-07-19



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Submittal Deadline

October 24, 2019/2:30 PM, Local Time



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CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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INVITATION TO BID

General

The City of San Angelo Engineering Services Department seeks responses from qualified providers for the selective concrete demolition and structural concrete repair of a bridge on Avenue R. Work is anticipated to commence immediately upon delivery of a formal notice to proceed.

Site Walkthroughs

Site walkthroughs may be requested through Purchasing by telephone (325-657-4219) or by email (sapurch@cosatx.us). Permission to access City facilities is subject to the approval of the appropriate City representative and Procurement Officials.

Confidentiality

All bids/proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Document Availability

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website, go to:

Bid Information > RFB: ES-07-19/ AVENUE R BRIDGE REPAIR

Digital Format

If proposal specifications are obtained in digital format in order to prepare a response, the response must be submitted in hard copy according to the instructions contained in this proposal package. If, in its response, respondents make any changes whatsoever to the published proposal specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the special insurance rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

Qualification Statement

Vendors should be advised that a qualification statement shall be provided to City upon request.



Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFB Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Required Response

The City requires a response to any Request for Bid (RFB) notifications mailed to potential vendors. Should a company choose not to participate, then in order to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFB submittals must be received no later than **October 24, 2019 at 2:30 P.M., Local Time**. The clock located in Purchasing will serve as the official record of time. Proposals received after the bidding deadline, regardless of the mode of delivery, will not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives in the Purchasing Office by the specified deadline, regardless of the method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips are acceptable), three (3) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required RFB forms as well as respondent's bid documents. Failure to submit all required forms may result in the rejection of your submission as non-conformant. **Please clearly indicate the original as such.**

Delivery Address

City of San Angelo
Purchasing Division, RFB: ES-07-19
72 West College Avenue, Suite 310
San Angelo, Texas 76903

Mark Sealed Envelope: "RFB: ES-07-19/ AVENUE R BRIDGE REPAIR"

Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents shall **acknowledge any addenda and return the form with their proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

The City will select the most highly qualified respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Telephone: (325) 657-4219

Acceptance of Proposal Content

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Proposal Term

This proposal will be for one (1) year effective from the award date by the City Council.

City shall have two (2) options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds.

The respondent must notify the City ninety (90) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given for termination.

Points of Contact

During Request for Bids:

Nolan Sosa, Manager
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Contract Manager After Award:

Lance Overstreet, City Engineer
Engineering Services Department
City of San Angelo
301 W. Beauregard
San Angelo, Texas 76903



1. INSTRUCTIONS TO RESPONDENTS

1.1. Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFB Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.2. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

1.3. Examinations of RFB Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk. Bids are to be submitted on each item and total extended.

1.4. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

1.5. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

1.6. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.7. Prices

Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

1.8. Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFB or from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;



3. Respondents may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFB Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at <https://www.cosatx.us>. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

1.9. Evaluation Factors

It is not the policy of the City to purchase solely based on pricing. In evaluating bids, the following considerations shall be considered to determine the lowest responsible bidder:

- A. Price
- B. Record of federal, state or local governmental entity suspension, termination or debarment
- C. References
- D. Safety record
- E. Any relevant criteria specifically listed in the RFB

1.10. Disqualification

The respondent may be disqualified for any of the following reasons:

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The proposal is not received by the proposal submittal deadline; or,
- E. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.



1.11. Reservations

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure;
- B. Extend the proposal closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.12. Copies of Bid Tabulation Results

Bid tabulation results are available for download from the City's website www.cosatx.us > Bid Information > RFB: ES-07-19/ AVENUE R BRIDGE REPAIR.

1.13. Acceptance

Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

1.14. Bid Security

Each bid must be accompanied by a security bond drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the bid. The security bond must be executed by a surety meeting the requirements set forth in the Owner's Construction General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas. Bid security must be in the name of the company submitting the bid. Bid securities will be deposited within twenty-four (24) hours of bid submission and a new check from the City will be issued to unsuccessful vendors within thirty (30) business days of the City Council award of bid.

1.15. Security Forfeiture

Failure of the selected vendor to deliver the required contract documents, including the required performance and/or payment bonds and insurance, within thirty (30) days of the Notice of Award to the selected vendor shall be just cause for the City to annul the award and declare the bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

1.16. Return of Security

The security of the successful vendor will be retained until they have executed the contract agreement and furnished the required bonds and insurance, whereupon bid security will be returned. The security of any vendor whom City believes to have a reasonable chance of receiving the award may be retained by City until the day after the required documents are delivered by the selected vendor to the City but not to exceed ninety (90) days after the bid submittals are due. Bid security by other vendors will be returned within thirty (30) days of when bid submittals are due.

1.17. Inspections

No work shall be ordered without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

1.18. Invoices and Payment

The work awarded under this Request for Bids will result in a Master Services Agreement for an aggregate amount for all the work under the Agreement— subject to approval of City Council.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.



All Invoices shall reference the appropriate Bid Number (ES-07-19), Purchase Order Number, and include sufficient supporting documentation to warrant remittance of payment. Supporting documentation shall include (but not be limited to) proof of supplier charges, overhead, materials, labor, etc.

1.19. Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

1.20. Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

1.21. Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties take effect on the contract effective date.

1.22. Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

1.23. No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification in the event that vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.



1.24. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

1.25. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

1.26. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

1.27. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

1.28. Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

1.29. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

1.30. Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

1.31. Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

1.32. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.



1.33. Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

1.34. Conflict of Interest

Vendor agrees to comply with the conflict of interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

1.35. Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.



The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.

1.36. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

1.37. Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

1.38. Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

1.39. Subcontractors and Supplies

All bids must include a list of proposed subcontractors and suppliers on the form included in the bid forms section. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within twenty-four (24) hours of bid opening, the apparent low vendor, and any other vendor so requested, shall submit a list of all subcontractors they expect to use.

1.39.1. Subcontractor Qualification

Particular consideration will be given to the qualifications of each subcontractor proposed to perform more than 5 percent (5%) of the work.

The successful vendor will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful vendor in writing if there is objection to any subcontractor, person, or organization on such list.

If the apparent low vendor declines to make any such substitution, the contract shall not be awarded to such vendor, but their declining to make any such substitution will not constitute grounds for sacrificing their bid security. Additional requirements for subcontractors are contained within the Owner's Construction General Conditions of this document.

The failure of the City to make any such objection prior to the execution and delivery of the agreement shall constitute an acceptance of such subcontractor, person, or organization. Such acceptance a subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective work, material, or equipment, or work, material, or equipment not in



conformance with the requirements of the contract documents; or (2) constitute a waiver of vendor's complete and total liability for any defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents whether or not provided by or performed by any such subcontractor.

If the City registers objection to and refuses to accept a subcontractor, person, or organization list the successful vendor may either (1) submit an acceptable substitute without an increase in their bid price or (2) withdraw their bid. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the vendor will submit an acceptable substitute and the contract price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the vendor fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.

1.39.2. Suppliers

The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the vendor expects to use in the work.

1.40. Copies of Contract Documents

The selected vendor to whom a contract is awarded will be furnished, without cost to it, five (5) copies of the specifications and five (5) sets of the drawings, together with all addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

1.41. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

1.42. Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty thousand (\$50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one hundred thousand (\$100,000.00) dollars or less.



1.43. Quantities are Approximate

The quantities named in the bid are approximate only, but these are to be used as a basis for the comparison of bids and to determine the amount of the bonds. However, if a unit price appears to the City to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the selected vendor excessively, then the City may take such a condition under consideration in awarding the contract.

1.44. Employment Requirements and Wage Rates

1.44.1. General

The selected vendor shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected vendor and his subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

1.44.2. Records

The selected vendor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of the City.

Certified Payrolls are to be submitted to the City's representative weekly.

1.44.3. Penalty

If the selected vendor or any subcontractor fails to comply with the prevailing wage law, it shall forfeit to the City sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to **§2258.023 of the Texas Government Code**.

1.44.4. Hours of Labor

The selected vendor shall comply with all requirements of the hours of work on public works defined by **Texas Government Code §650.001**, including the latest amendments thereto, as an eight (8) hour workday. Violation of this provision is punishable by fine and imprisonment pursuant to **§650.003 of the Texas Government Code**.

1.44.5. Veterans Preference

Pursuant to **Texas Government Code, §657.004**, the selected vendor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

1.44.6. Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour Decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.



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Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected vendor will be responsible for compliance with the applicable portion of Davis-Bacon and related acts and any such decision applicable at the time work is performed.

1.45. Legal Venue

Tom Green County, Texas

1.46. Funds - Price

The vendor submitting the lowest responsible bid will establish a price agreement with the City. The work will be selected based on the availability of funds. The City reserves the right to award the contract by base bid, alternates, or a combination thereof.

1.47. Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

1.48. Bid Term

Pricing must be valid for at least three hundred sixty-five (365) days.

1.49. Time of Performance

The time of performance is outlined in the attached draft contract agreement.



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2. ATTACHMENTS

- A.** Drawings and Specifications
- B.** City of San Angelo Owner's Construction General Conditions (effective April 16, 2018)



3. NO BID REPLY

For ES-07-19 / AVENUE R BRIDGE REPAIR

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form by mail or email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====

PLEASE PRINT

We wish to: ☒ **Remain On**
☐ **Be Deleted From** the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.

OBJECTIONS: _____

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo.

OBJECTIONS: _____

- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: _____

Firm Futra Vest Construction
Signed 
Date 10/22/19



4. SUBMISSION FORMS

Originals

Submit: One (1) unbound original (binder clips are acceptable), three (3) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required RFB forms.

Please submit all forms in the following order:

- ☐ Specifications Worksheet
- ☐ Bid Sheet (Hard Copy and Microsoft Excel Format)
- ☐ Authorized Signature/Contact Information Form (IRS Form W-9)
- ☐ Bid Security (based on base bid price)
- ☐ Performance and Payment Bonds (if applicable)
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance with Reciprocity on Non-Resident Vendors
- ☐ City References List
- ☐ Local Area References List
- ☐ List of Proposed Subcontractors/Suppliers
- ☐ Vendor Safety Record
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Draft Contract Cover

*At Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required within thirty (30) days following the date of Council action. Failure to submit the Form 1295 within the prescribed time limit may result in loss of contract(s).

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

Submit all forms beyond this point.



Specifications Worksheet

Please indicate your ability to provide the below products/services.

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1.	Completion of project within specified number of days	☒	☐	
2.	Completion of project by City's deadline	☒	☐	
3.	Vendor is not debarred/suspended.	☒	☐	

Projected calendar days to start after PO is received 5 days

Estimated completion of project (in calendar days) 40 days



Bid Sheet

Futra Vest Construction

Company Name

Please complete the Bid Sheet below. Additionally, please complete the Bid Sheet in Microsoft Excel format by downloading the Bid Sheet on the Bid Information Page. Please submit an electronic, Microsoft Excel version of the Bid Sheet along with the electronic copies of your submission on the USB Flash Drive.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Demolition					
	Removing Concrete (TxDOT Item 104)	1	LS		10,000.00
	Removing Asphalt Pavement and Base (TxDOT Item	14	SY		10,000.00
Drainage Improvements					
	Trench Riprap Repair (TxDOT Item 432)	4	CY		8,000.00
	Rock Riprap Type F 18" Dry (TxDOT Item 432)	16	CY		8,000.00
Storm Drainage Structural Repair					
	Bottom Slab Concrete Culvert Repair	8	CY		15,000.00
	Top Slab Concrete Culvert Repair	8	CY		15,000.00
	Concrete Culvert Wall Repair	4	CY		10,000.00
	Concrete Spall Repair	1	LS		5,000.00
	Full Depth Concrete Repair	1	LS		10,000.00
Roadway Repair					
	Flexible Base (CoSA Item 247)	53	SY		15,500.00
	Prime Coat (CoSA Item 310)	16	GAL		15,500.00
	Hot Mix Asphaltic Concrete Pavement Type D(CoSA Item 340)	4	TON		15,500.00
Storm Water Pollution Prevention Measures					
	Erosion Control Measures	1	LS		3,000.00
Miscellaneous Items					
	Mobilization	1	LS		5,000.00
Project Total					\$145,500.00

Options will be selected and purchased based on availability of funds. The bid will be awarded based on the lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.



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The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The vendor shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The vendor shall include the cost for this item in the "Total Base Bid".

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid.



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Liquidated Damages

Timely completion of this project is necessary to prevent delays in this roof reconstruction project(s) and to minimize project impact to City operations.

Should the vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess an \$850.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.



Authorized Signature/Contact Information Form

Vendor Name: Futra Vest Construction

Authorized Signature: 

Print Name: Antonio Torres **Date:** 10/22/19

Title: Owner **Email:** tony@futravestconstruction.com

Primary Contact: Antonio Torres

Title: owner **Email:** tony@futravestconstruction.com

Telephone: 325-206-0147 **Fax:**

Mailing Address: P.O Box 5986

City, State, Zip: San Angelo, TX 76902

Physical Address: 128 Deerwood
(Cannot be a PO Box)

City, State, Zip: Sonora TX, 76950

Attach IRS W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.



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Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

Futra Vest Construction

Company Name

Signature

Antonio Torres

Printed Name

owner

Title

P.O Box 5986

Address

San Angelo, TX 76902

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, reading "Nolan A. Sosa".

Nolan A. Sosa
Purchasing Manager



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Telephone: (325) 657-4219

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 06/05/19)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Brenda Gunter

Councilmembers:

Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3 (Mayor Pro Tempore)
Lucy Gonzales, SMD 4
Lane Carter, SMD 5
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo – Development Corporation Officers:

Todd R. Kolls, President
Bill Dendle, First Vice President
David Cummings, Second Vice President
Edward Carrasco, Director
Garland Freeze, Director
Max Puello, Director

Executive Director: Guy Andrews



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Futra Vest Construction

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

no

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

none

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/22/19

Date



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CITY OF SAN ANGELO
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Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name Futra Vest Construction

10/22/19
Date

By: Antonio Torres
Name and Title of Authorized Representative

Signature of Authorized Representative



INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – stop – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



Local Preference Consideration Application

Business Name: Futra Vest Construction
Physical Address: 128 Deerwood, Sonora TX 76950
Mailing Address: P.O Box 5986
City, State, Zip Code: San Angelo, TX 76902

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
☐ Partnership – Indicate “general” or “limited” _____
☒ Sole proprietorship _____

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

Authorized Representative Signature

Antonio Torres

Printed Name

owner

Title

10/22/19

Date

(Attach description and documentation of economic impact as outlined on previous page.)



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors for your submission to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

- A. Non-resident Vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, are not required to underbid resident vendors.

- B. Our principal place of business or corporate offices are in the State of Texas: ☒ (Mark a "check" in the blank if this applies.)

VENDOR:

(Please print)

Futra Vest Construction

Company Name

Signature

Antonio Torres

Printed Name

Owner

Title

P.O Box 5986

Address

San Angelo, TX 76902

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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City References

Futra Vest Construction

Company Name

List five (5) similar projects that your company has completed for the City of San Angelo. All references shall be for work completed in the last five (5) years. If you have not performed five projects for the City of San Angelo, please indicate that information on this page.

Reference One

Government/Company Name: Have not yet done work for City of San Angelo

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



CITY OF SAN ANGELO
PURCHASING DIVISION
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Local Area References

Futra Vest Construction

Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not for the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: San Angelo ISD

Location: San Angelo, Texas

Contact Person and Title: David Creek

Telephone Number: 325-657-4219

Scope of Work: Softball Stadium concrete parking and drainage

Contract Period: 90 days

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: Concrete materials % of Proposed Contract Amount: 8,000.00

Business Name: Ingram Concrete

Contact Name: gunner gibbins

Telephone: 325-653-3354

Address, City, State, Zip: 1040 Foster ST San Angelo, TX 76903

Category of Work: Asphalt/ base materials % of Proposed Contract Amount: 10,000.00

Business Name: CSA Materials

Contact Name: _____

Telephone: 325-655-4511

Address, City, State, Zip: 3001 Foster ST, San Angelo TX 76903

Category of Work: construction materials % of Proposed Contract Amount: 5,000.00

Business Name: ASCO

Contact Name: Scott

Telephone: 325-653-5666

Address, City, State, Zip: 700 Knickerbocker Rd, San Angelo, TX 76903

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____



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Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%



Vendor Safety Record

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2018 _____

2017 _____

2016 _____

2015 _____

2014 _____

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2018	2017	2016	2015	2014
Number of injuries & illnesses	none	none	none	none	none
Number of lost time accidents	none	none	none	none	none
Number of recordable cases	none	none	none	none	none
Number of fatalities	none	none	none	none	none
Number of employee direct hire fixed hours (round to 1,000's)	20,000	25,000	18,000	20,000	18,000

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)? ☒ Yes ☐ No
If yes, frequency: ☐ Weekly ☐ Bi-Monthly ☐ Monthly ☒ As Needed
- b. Are project safety inspections conducted? ☒ Yes ☐ No
If yes, who performs inspections? project manager
How often? weekly
Who is required to attend? employees
- c. Does your organization have a written safety program? ☒ Yes ☐ No
If yes, provide a copy. It will become a compliance document upon contract award.
- d. Does your organization have a safety orientation program for new employees? ☒ Yes ☐ No
For employees promoted to Field Supervisor? ☒ Yes ☐ No
If yes, does your Supervisor Safety Program include instructions on the following:
- | | | |
|--------------------------|---|-----------------------------|
| Safety Work Practices | ☒ Yes | ☐ No |
| Toolbox Safety Meetings | ☒ Yes | ☐ No |
| First Aid Procedures | ☒ Yes | ☐ No |
| Accident Investigation | ☒ Yes | ☐ No |
| Fire Protection | ☒ Yes | ☐ No |
| New Worker's Orientation | ☒ Yes | ☐ No |



Special Insurance Rider

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
------------------------	---------------------



1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00	Combined Single Limits
----------------	------------------------

1.5 Environmental Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00	Combined Single Limits
----------------	------------------------

Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

10/22/19

Date

By: Antonio Torres owner
Name and Title of Authorized Representative


Signature of Authorized Representative



CITY OF SAN ANGELO
PURCHASING DIVISION
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Verification Relation to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB ES-07-19/AVENUE R BRIDGE REPAIR

My name is Antonio H Torres, "Declarant".
(First) (Middle) (Last)

My date of birth is 2/7/89; and,

My address is 128 Deerwood, Sonora TX
(Street) (City) (State)
76950, and Sutton
(Zip Code) (Country)

My position with Futra Vest Construction, contracting company, is owner.
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tom Green County County, State of TX, on the 22nd day of

October, 20 19.
(Month)

Declarant



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Sample Contract Agreement(s)

Respondents shall submit copies of standard contract terms along with any and all terms and conditions applicable to the deliverance of goods/services resulting from this solicitation.

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

 ✓ I have read and can comply with all contract terms. I am not returning the draft contract.

 I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.



CITY OF SAN ANGELO
PURCHASING DIVISION
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Draft Contract Cover

Contract # _____

RFB No. ES-07-19 (AVENUE R BRIDGE REPAIR)

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO – ENGINEERING SERVICES DEPARTMENT
LANCE OVERSTREET, CITY ENGINEER
301 W. BEAUREGARD AVENUE
SAN ANGELO, TEXAS, 76904
TELEPHONE: 325-657-4219
EMAIL: LANCE.OVERSTREET@COSATX.US

CONTRACTOR: _____
(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐

Authorizing Officer/Agent: _____

EMAIL: _____

Address: _____

Telephone: _____

General Description of Project & Scope of Work:
General Description of Project & Scope of Work Here

Effective Date: This contract shall be effective from and after the _____ day of _____, 2019.

Date of City Council Authorization _____, 2019

Contract Time:

☒ Contractor agrees to substantially complete Work within 90 consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☐ The term of this contract shall be for a period of _____, commencing on the "Effective Date" and automatically expiring on _____, 2019, subject to extension as may be provided for in the contract documents.

☐ City shall have two (2) options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement



Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act requires payment of prevailing wages on federally funded or assisted construction projects.

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☒ **Applies** / ☐ **Does Not Apply** to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☒ Base Price \$ _____,

☐ Schedule of Rates and Charges (Fee Schedule),

☐ plus Alternate 1 \$ _____,

☐ plus Alternate 2 \$ _____,

☐ plus Alternate 3 \$ _____,

for a total sum of _____ AND NO/100 DOLLARS (\$ _____), except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFB: ES-07-19 / AVENUE R BRIDGE REPAIR

☐ ADDENDUM 1 to bid dated _____, 20____

☐ ADDENDUM 2 to bid dated _____, 20____

☐ ADDENDUM 3 to bid dated _____, 20____

☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018) *

☐ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018) *

☐ City of San Angelo Special Contract Terms for Non-Professional Services Contracts (effective April 16, 2018) *

☒ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018) *

☒ Plan Drawings: Incorporated as Attachment "A" to RFB: ES-07-19
(Include engineering entity, date, part/phase and other identifying information)



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Telephone: (325) 657-4219

☐ Technical Specifications

☒ Contractor's Response to RFB No. ES-07-19

☒ Other: Additional Document(s) Provided in Response to RFB: ES-07-19 (See "Required Forms")

* The terms and conditions in these referenced contract documents apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFB No. ES-07-19 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☒ Addenda Acknowledgement

☒ Bid Security (based on base bid price)

☒ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☒ Local Preference Consideration Application & Economic Impact Details

☒ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Telephone: (325) 657-4219

☒ Special Insurance Rider

☒ Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

Authority to Execute: Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Telephone: (325) 657-4219

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

CONTRACTOR:

BY: _____
(Name and office held)

DATE: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Julia Antilley, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

Lance Overstreet, City Engineer

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **Futra-Vest Construction**, as Principal, hereinafter called the Principal, and the **Markel Insurance Company**, a Corporation created and existing under the laws of the State of **Illinois**, whose principal office is in **Glen Allen, VA**, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of **City of San Angelo, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** (\$-----5%-----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Avenue R Bridge Repair

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th** day of **October**, 20**19**.

Attest:

Futra-Vest Construction

(Principal)

By:



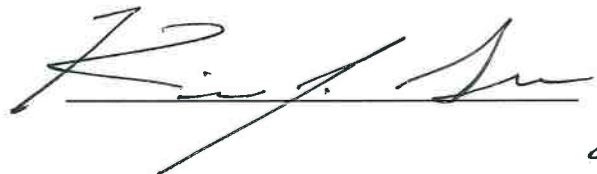
By



(SEAL)

Witness:

Markel Insurance Company



By



Tanner Langston, Attorney-In-Fact

(SEAL)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tracy Tucker, W. Lawrence Brown, Steven M. Tucker, Kevin J. Dunn, Tanner Langston, Bennett Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 29th day of November, A.D. 2018.

SURETEC INSURANCE COMPANY

By: _____

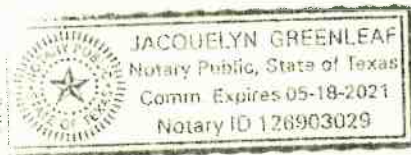
John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 29th day of November, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public

My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of October, 2019, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Street and Bridge, (325) 657-4206

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider awarding RFB SB-02-19 DS-Plus Cold Patching Material to Vulcan Construction Materials, LLC., in the amount of \$300,000 budgeted annually, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Summary/History:

The City of San Angelo Street and Bridge Division solicited bids from local and area vendors for the purchase of DS-Plus cold patching material. Cold Patching Material is an asphaltic material used in street patching, potholing, and other street repair and maintenance applications.

Award of the bid will secure pricing for a one-year term with four additional one-year renewals. The bid allows the vendor the option to request a price escalation at each renewal. The price escalation must be substantiated by market and other supporting documentation and cannot exceed 4% per annum. The City has the right to reject the escalation request and cancel the contract if necessary.

Financial Impact:

DS-Plus Cold Patching Material will be purchased on a per-ton basis from Vulcan Construction Materials, LLC. Money for these purchases are budgeted annually in the Street and Bridge Division.

Other Information/Recommendation:

Staff recommends approving the pricing for DS-Plus cold patching material to Vulcan Construction Materials, LLC.

Attachments:

1. SB-02-19 - DS Plus Cold Patching Material - Bid Tab SB-02-19 - DS Plus Cold Patching Material - Bid Tab.pdf

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Patrick Frerich	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * SB-02-19/ DS-Plus Cold Patching Material

11/06/2019 at 2:00 p.m.

		Vulcan Construction Materials, LLC
Price per Ton (FOB Street and Bridge)		\$80.09
Estimated Annual Quantity		3500 Tons
Minimum Order Quantity		24 tons
Minimum Order Lead Time		5 days
Point of Contact		Bill Ruhmann
Contact for Material Orders		830-278-6205

Piggy Back	<u>No</u>
Cooperative	<u>No</u>
Payment Terms	<u>N/A</u>
Payment Discount	<u>N/A</u>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute an agreement and all related documents with the Southern Drag Boat Association (SDBA) for the annual Drag Boat Races at Lake Nasworthy (Carl White)

Summary/History:

The Southern Drag Boat Association (SDBA) successfully hosted the 11th annual boat races at Lake Nasworthy last June. They are again requesting the use of Spring Creek and Middle Concho Parks, as well as part of the lake to host the 12th annual races.

The basic terms of the agreement would include:

- * a 1-year term, with no option to extend.
- * a "rental" fee for the use of the parks for the event of \$8,000.
- * SDBA to coordinate, prepare, operate, manage and execute the event.
- * SDBA to clean and return the parks to the same condition before the events, after each event
- * waiver of the applicable ordinances as previously done the years past (which will be brought to Council separately in Resolution format; requested ordinance waivers include: coordination of camping and parking for the event, entrance gate fees, permits for street closures, tents, vendors and signs, provisions regulating the water of Lake Nasworthy, such as "No Wake" zones, and waiver to allow vendors within 500 feet of boat ramps and City-owned property leased for commercial purposes, which has been the practice of past races).
- * 1 event in June.
- * SDBA must complete and submit a Special Event Application as part of the agreement.

We seek Council's approval moving forward with this agreement.

Financial Impact:

There is no new cost for entering into this agreement.

The City would be paid a flat fee of \$8,000.00 to have use of the parks for the events.

SDBA would also cover the direct cost of added security for the event.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Theresa James	Approved
Rick Weise	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider a resolution allowing the City Manager to negotiate and execute a contract with the Chamber of Commerce Convention & Visitors Bureau allocating Hotel Occupancy Tax funds (Tina Dierschke)

Summary/History:

City staff is requesting the City Council consider a resolution allowing staff to negotiate terms of the Chamber of Commerce Convention and Visitors Bureau contract for use of Hotel Occupancy Tax (HOT) dollars.

The City of San Angelo levied the hotel occupancy tax for the operation of convention facilities, the promotion of tourism, and the improvement of the arts. Current contracts and ordinances allocation is as follows:

\$1,008,050 of tax receipts to City of San Angelo Civic Events;

\$865,000 to the Convention & Visitors Bureau;

5% to the San Angelo Cultural Affairs Council (current contract expires 9/30/2020);

\$50,000 to City of San Angelo Fort Concho; and

\$50,000 to City of San Angelo Texas Bank Sports Complex

\$37,500 to Downtown San Angelo, Inc.

\$50,000 to San Angelo Performing Arts Center

The current tax rate is 7% for the City of San Angelo. The state levies an additional 6%. No change is proposed to the tax levy.

Financial Impact:

The current budget and proposed contract would allocate \$1,012,500 to the Convention & Visitors Bureau for the 12 month term of January 1, 2020 to December 31, 2020.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. FIN_FY 2020 CVB Resolution

FIN_FY 2020 CVB Resolution.pdf

Presentation:

Approvals/Reviews:

Tina Dierschke
Theresa James

Created/Initiated
Approved

Nolan Sosa
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval

**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH THE SAN ANGELO CHAMBER OF
COMMERCE, INC. (“CHAMBER”) TO MANAGE AND OPERATE
THE SAN ANGELO CONVENTION AND VISITORS BUREAU
(“VISITORS BUREAU”) AND PROVIDE RELATED SERVICES TO
ENCOURAGE, PROMOTE AND SOLICIT TOURISM AND
CONVENTIONS FOR THE CITY; APPROVING AN OPERATING
BUDGET FOR FY 2020 FOR THE VISITORS BUREAU; AND,
ALLOCATING HOTEL OCCUPANCY TAX FUNDS FOR SAID
SERVICES.**

WHEREAS, City owns a coliseum, an auditorium, parks, sports facilities, and a convention center that are used to promote tourism, to host conventions, meetings, and sporting events, and to encourage and facilitate cultural events for the citizens of San Angelo; and,

WHEREAS, the Chamber, through its staff and membership, promotes, organizes, sponsors, advertises, and supports tourism, conventions, athletic events, hunting and fishing, boat and water sports, bus tours, festivals, summits, workshops, reunions, competitions, symposia, clinics, conferences, and similar events, and also operates a visitor’s center within its offices; and,

WHEREAS, the Chamber in the past has provided services for management and operation of the Visitors Bureau and related services to encourage, promote and solicit tourism and conventions for the City; and,

WHEREAS, the Chamber is therefore uniquely situated to promote tourism and the convention and hotel industry through its various activities and through its relationships with other persons and entities in San Angelo and the Concho Valley; and,

WHEREAS, the Chamber currently has an agreement with the City for operation and management of the San Angelo Convention and Visitors Bureau and to provide related services to encourage, promote, and solicit tourism; and,

WHEREAS, the current agreement expires on December 31, 2019; and,

WHEREAS, the Council has reviewed and approved the fiscal year 2020 operating budget of One Million Twelve Thousand Five Hundred and No/100 Dollars (\$1,012,500.00) presented by the Chamber to provide management of the Visitors Bureau and related services for promotion and solicitation of tourism and conventions for the City; and,

WHEREAS, in the agreement that expires on December 31, 2019, employees of the Bureau participate in the City’s group health, dental and life insurance program; and,

WHEREAS, the City and the Chamber wish to expand the insurance coverage of Bureau employees to include vision insurance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS THAT:

Part 1. The City Manager is hereby authorized and directed to execute a Convention and Visitors Bureau Contract with the San Angelo Chamber of Commerce, Inc. for operation and management of the San Angelo Convention and Visitors Bureau and to provide related services to encourage, promote and solicit tourism and conventions for the City.

Part 2. That One Million Twelve Thousand Five Hundred and No/100 Dollars (\$1,012,500.00) of the City's Hotel Occupancy Tax funds for fiscal year 2020 be allocated to fund the Chamber budget for the services to be rendered under the contract with the provision that any unutilized funds from the City for fiscal year 2020 be reimbursed to the City.

Part 3. That Convention and Visitors Bureau employees shall be allowed to participate in the City's group insurance program to include group health, dental, vision and life insurance.

PASSED and APPROVED THIS _____ DAY OF _____, 2019.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Tina Dierschke, Director of Finance

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: David Howard, Assistant Chief / Support Services, Police, (325) 659-8011

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider a resolution allowing the Police Department to accept donations for the SAPD K-9 unit to purchase a working K-9 and K-9 related equipment (Frank Carter)

Summary/History:

After 6 years of service, Police K-9 Thor was recently retired due to medical issues. The San Angelo Police Department needs to replace K-9 Thor.

The average replacement cost of a working police K-9 is between 15,000 and 19,000 dollars.

Several private citizens have indicated they would like to donate funds to the San Angelo Police Department for the purchase of another K-9.

The San Angelo Police Department asks that Council approve a resolution to allow the San Angelo Police Department to accept donations to the SAPD K-9 unit. Donated funds will be used for the purchase of a working K-9 and K-9 related equipment.

Financial Impact:

Since these are donated funds, there will be no fiscal impact to the existing San Angelo Police Department Budget.

Other Information/Recommendation:

Attachments:

- | | |
|-------------------------------------|---------------------------------------|
| 1. Resolution accepting donation K9 | Resolution accepting donation K9.DOCX |
|-------------------------------------|---------------------------------------|

Presentation:

Frank Carter

Approvals/Reviews:

David Howard	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING DONATIONS FROM THE PUBLIC FOR THE PURCHASE OF A NEW CANINE FOR THE SAN ANGELO POLICE DEPARTMENT

WHEREAS, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, the San Angelo Police Department recently retired a police canine; and

WHEREAS, as a result of that retirement the San Angelo Police Department has been offered and would like to accept monetary donations for the purchase of a new canine; and

WHEREAS, the San Angelo Police Department has use for a new canine to further the mission and purpose of the department.

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

Part 1: That the City of San Angelo hereby will accept monetary donation for the purchase of a new police canine for the San Angelo Police Department..

PASSED and APPROVED THIS 12th Day of November, 2019.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho, 325-487-2730

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider a resolution allowing Fort Concho Museum to accept the donation of a trailer (Bob Bluthardt)

Summary/History:

Wells Fargo Bank in San Angelo wishes to donate a trailer to Fort Concho. The trailer was lightly used over the past 18 years to move the Wells Fargo Stagecoach from the fort to off site events. The stagecoach has been relocated into the main lobby of the bank; thus the trailer is not longer necessary and the bank wishes to give it to the fort, where it can be well used for site operations, maintenance, and special event work. City staff have inspected the trailer and it is in very good condition.

Financial Impact:

Fort Concho will assume the monthly maintenance charges and all necessary costs for repairs and improvements within its FY 2020 operations budget.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------------|------------------------------------|
| 1. | doc00339720191024152830 | doc00339720191024152830.pdf |
| 2. | Resolution accepting donation | Resolution accepting donation.DOCX |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt	Created/Initiated
Carl White	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



Wells Fargo Bank, N.A.
36 W Beauregard Ave
San Angelo, TX 76903

Tel: 325 657 8600
Fax: 325 657 8693

October 15, 2019

Fort Concho
Attn: Bob Bluthardt
630 S Oakes
San Angelo, TX 76903

Dear Mr. Bluthardt,

Please accept Wells Fargo's donation of the 2000 BGTX Trailer formerly used to transport the Wells Fargo Stagecoach. We hope you will find it useful for your events or maintenance at the Fort. I have attached the signed title for you to facilitate the transfer. Please let me know should you need anything further. We are truly appreciative of the relationship we have with Fort Concho and for what you represent and preserve for our community. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Karen Loehman".

Karen Loehman
Branch Manager
Wells Fargo Bank
36 W Beauregard
PH 325-657-8700
Karen.s.loehman@wellsfargo.com

Together we'll go far



A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF A TRAILER TO THE FORT CONCHO

WHEREAS, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, Wells Fargo Bank would like to donate a trailer for use at Fort Concho; and

WHEREAS, Fort Concho has use for the trailer to further the mission and purpose of the Fort.

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

Part 1: That the City of San Angelo hereby accepts a donation of a trailer from Wells Fargo Bank.

Part 2: That the trailer shall be used by the City of San Angelo and at Fort Concho.

PASSED and APPROVED THIS 12th Day of November, 2019.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider ratifying a COSADC resolution authorizing the president to negotiate and execute a professional services agreement, with Centurion Planning and Design in an amount not to exceed \$24,765, to perform professional engineering and surveying services for a right turn lane and driveway approach design and final TXDOT permit application services for a project for a portion of the remainder of Block 1 San Angelo Gateway Addition Section 1 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Guy Andrews)

Summary/History:

Staff had been working with a potential buyer since August 2018 and in March of 2019 received an offer for the sale of 6.4 acres at the southeast corner of the Business & Industrial Park. As a condition of the sale, COSADC agreed to obtain a permit for access to the Loop 306 frontage Road from TXDOT. Centurion Planning & Design was contracted to assist in obtaining that permit and have been working diligently on it since January 2019.

The contract for sale of the land expired in early July 2019 and the buyer is pursuing other options but may still be interested in the property if the other options don't pan out.

Centurion received notice August 16, 2019 that TXDOT would approve the access drive permit contingent on a dedicated turn lane to the property being constructed. (see attached exhibit) Centurion estimates the cost of that turn lane and drive entrance to be approximately \$73,000. (See attached OPC)

Staff has received a proposal from Centurion Planning & Design in the amount of \$24,765 to provide the required engineering services to design the turn lane and drive approach which would then be advertised for bid.

All or a portion of the cost of the turn lane could be added to the sales price of the affected property.

COSADC approved the resolution 6-0 at its meeting on October 23rd, 2019.

Financial Impact:

\$24,765 from Acct 700-0700-800.07-50 Future Projects to a new project. Budget amendment required.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|--|
| 1. | Resolution | INDUST_PK_DRIVEWAY_PMT_P_RESO.pdf |
| 2. | Scope of Services | Engineering Scope of Services - SABAIP Driveway approaches.pdf |
| 3. | Block 1 Site Plan with topo | Block 1 Site Plan with topo.pdf |

4. Final Turn Lane Drawing Final Turn Lane Drawing.pdf

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CENTURION PLANNING AND DESIGN, LLC IN A SUM NOT TO EXCEED \$24,765, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR ACCESS ROAD AND DRIVEWAY APPROACH DESIGNS AND TXDOT APPLICATION CONSULTING SERVICES FOR REQUIRED PERMITS, A PROJECT AUTHORIZED UNDER CHAPTER 501 OF THE DEVELOPMENT CORPORATION ACT FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF A PORTION OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

WHEREAS, on November 2, 2010, voters of the City of San Angelo adopted a ballot proposition approving the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Texas Development Corporation Act (hereinafter the "Act"); and,

WHEREAS, COSADC is the owner and operator of the San Angelo Business and Industrial Park the development of which is necessary to promote or develop new or expanded business enterprises; and,

WHEREAS COSADC wishes to provide street infrastructure improvements necessary to expand development of a portion of the remainder of Block 1 San Angelo Gateway Addition, Section 1 of the San Angelo Business and Industrial Park by providing direct access to the property from the Loop 306 frontage road, and a driveway approach from FM 380; and

WHEREAS development of such infrastructure improvements and the TxDOT permit application process will require professional engineering design and consultation services; and,

WHEREAS, the professional engineering design and construction of a right turn lane is required by TxDOT to allow access to the subject property from Loop 306 frontage road, and in addition requires engineering design of a driveway approach for access to FM 380, and,

WHEREAS COSADC has requested and received a qualified proposal to perform said engineering design services; from Centurion Planning and Design, LLC in the amount of \$24,765; and,

WHEREAS, at least sixty (60) days prior to undertaking the Project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO Development Corporation Board of Directors that:

The City of San Angelo Development Corporation offers this Resolution in support of City Council approval of a Project funding engineering and professional consulting services in a sum not to exceed \$24,765, for: (1) planning and design of certain access road and driveway approach improvements necessary to provide direct access to a portion of Block 1, San Angelo Gateway Addition, Section 1 of the San Angelo Business and Industrial Park from Loop 306 Frontage Road and FM 380, and (2) professional consulting services for the TxDOT permit application process. The Board further authorizes the Board

President to negotiate and execute a professional services agreement with Centurion Planning and Design, LLC for such services, and recommends to City Council approval of the Project.

ADOPTED on this the 23rd day of October, 2019.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Nora Nevarez, Corporation Secretary

Todd Kolls, President

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan Saluri, Deputy City Attorney

Guy Andrews, Director of
Economic Development



SCOPE OF WORK

San Angelo Business Park Tract 25

San Angelo, Texas

September 6, 2019

The following Scope of Work (SOW) describes the consultant work effort required to provide basic professional engineering services for providing driveway plans for constructing an entrance from FM 380 and the northbound Frontage Road for Tract 25 at the San Angelo Business and Industrial Park in San Angelo, Texas.

The general scope of work will include the following:

- Design a site entrance layout acceptable for TxDOT on the Frontage Road. The City already has a permit approval for the entrance layout on FM 380; based on a previous scope of work provided by Centurion.
- Providing a topographic survey for the necessary elevations to connect the two driveways to the adjacent roadways, culvert placement and utility identification.
- Geotechnical engineering services will be provided for pavement and general foundation design considerations.
- Design of an entrance grading plan at FM 380 and the Frontage Road including necessary details for constructing culverts and utility conflicts.
- Submission of TxDOT Form 1058 to TxDOT on owner's behalf for final approval of the drive approach from the Frontage Road.

No materials testing of any kind is included in the scope of this project.

ELEMENT 1 – Entrance Layout Plan

As mentioned above, the layout for the FM 380 entrance has been previously approved by TxDOT. This proposal includes the layout design for the Frontage Road only. The proposed Frontage Road entrance is an entrance only layout and will include a decel lane, a concrete island to prevent traffic from making right hand turns out of the proposed entrance, pavement marking plan and sign plan to deter traffic from exiting the site through this drive approach. In

Centurion's previous scope of work, the FM 380 entrance was approved by TxDOT and that approach design will be utilized as part of this scope.

ELEMENT 2 – Topographic Survey

This element provides for field data collection and topographic surveys for design purposes. This is intended to collect horizontal and vertical data points in reasonable proximity to verify the existing ground surface and map features to be utilized in the design process; i.e. flow line elevations for the existing TxDOT drainage structures. Topographic surveying will be completed for the areas of the proposed entrances only and existing aerial topographic survey provided by the City will be utilized for the remaining site as needed. This portion of service will be subcontracted with MQI surveyors and utilized in Element 3.

ELEMENT 3 – Geotechnical Engineering Services

This element provides for general soil and groundwater conditions; recommendations for pavement subgrade stabilization type, depth and concentration (if required); guidelines for concrete and/or asphalt pavement design; preliminary recommendations for foundation type, depth and allowable loading; preliminary recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils; and earthwork recommendations. This includes evaluation of subsurface conditions with a total of eight (8) sample borings. Four (4) borings drilled to a depth of five (5) feet are planned for the proposed driveways and the remaining four (4) borings will be drilled to a depth of twenty-five (25) feet for preliminary development recommendations. The tentative boring location map is attached.

ELEMENT 4 – Entrance Grading Plan

Preparation of an entrance grading plan utilizing topographic survey information provided by MQI surveyors. The entrance grading plan will provide spot elevations and contours to adequately drain stormwater flows, provide the level of detail needed to construct in accordance with TxDOT specifications and develop accurate project quantities.

ELEMENT 5 – TxDOT Driveway Permit

The Consultant will fill out TxDOT Form 1058 – Permit to Construct Access Driveway Facilities on Highway Right of Way with all information required for submittal. Consultant will then either submit Form 1058 to TxDOT for processing or deliver the form to the Owner to submit

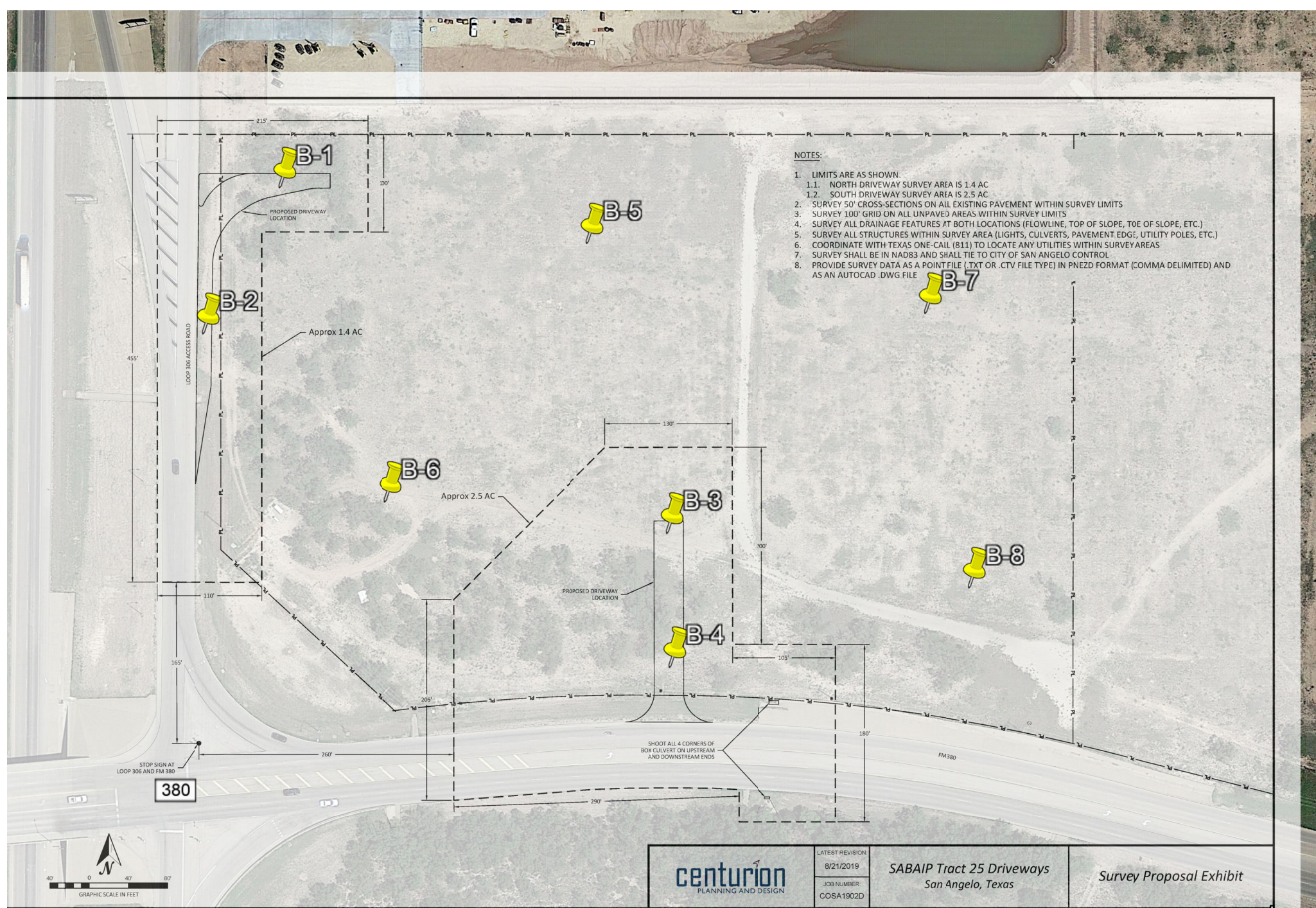
themselves for the Frontage Road only. As previously mentioned, the layout and TxDOT Form 1058 was previously submitted and approved for the FM 380 entrance.

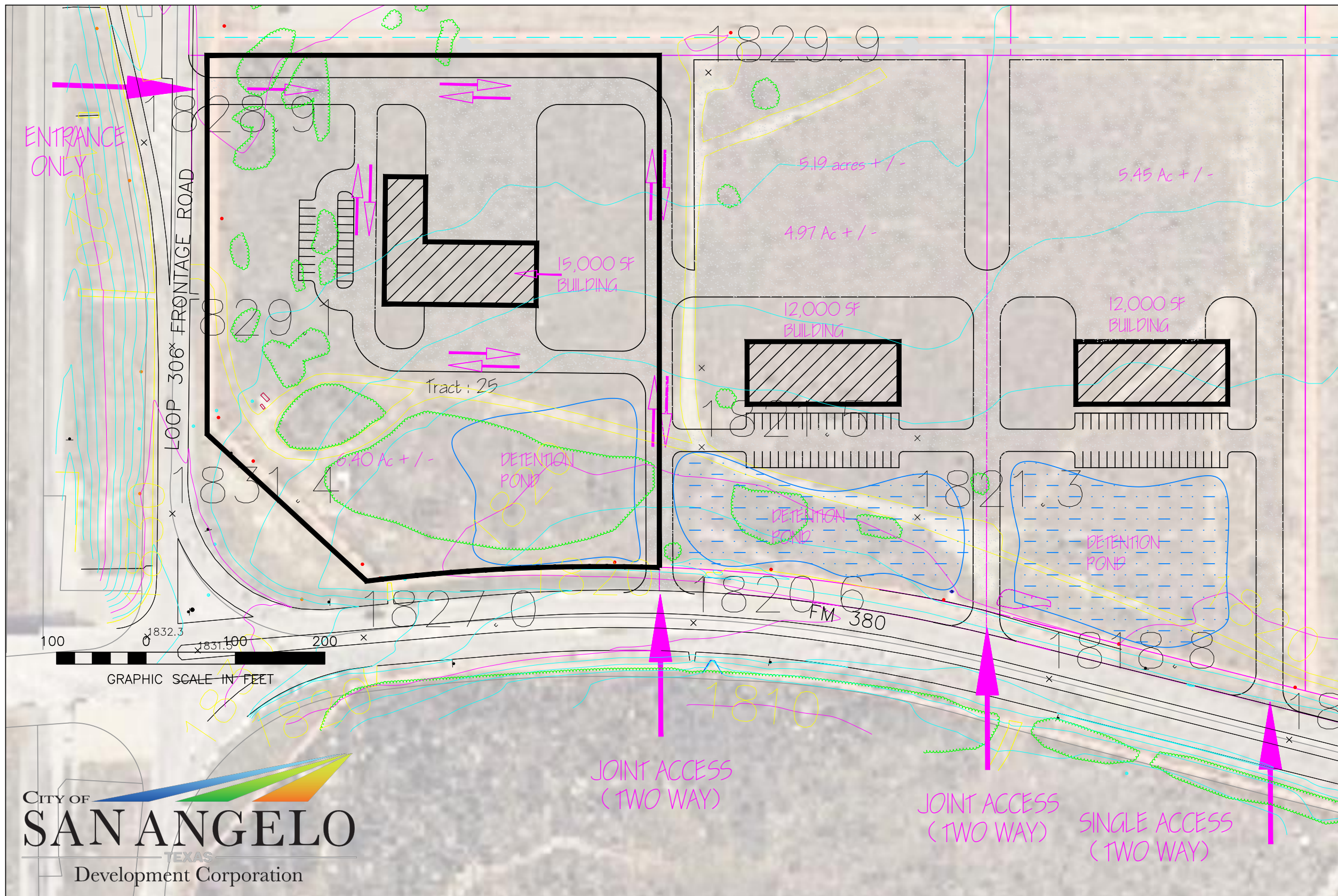
PROJECT DESIGN FEE

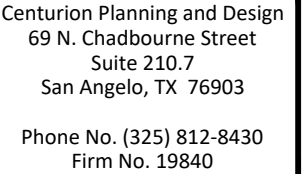
The table below lists the design fees associated with each of the four elements listed above, as well as the total design fee for the project. This fee proposal does not include bidding or construction phase services. Those services can be provided for an additional cost.

Element	Description	Fee
1	Entrance Layout Plan	\$5,180
2	Topographic Survey	\$3,315
3	Geotechnical Engineering Services	\$10,120
4	Entrance Grading Plan	\$5,180
5	TxDOT Driveway Permit	\$970
	TOTAL	\$24,765

Attached: Tentative Boring Location Map







*SABAIP Site Plan
San Angelo, TX*

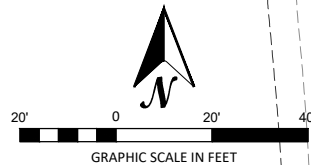
*North Driveway
With Deceleration Lane
Revision 1*

MARK	REVISION	DATE

Deal:

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE
AUTHORITY OF RUSSELL
PEHL, P.E., 104755, ON August
15, 2019. IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

LATEST REVISION:	8/15/2019	Sheet No. EX
DRAWN BY:	JDA	
DESIGNED BY:	JDA	
JOB NO.	COSA1902D	



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Economic Development, 325.653.7197

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider ratifying COSADC's resolution of the City of San Angelo Development Corporation Board of Directors authorizing the Board President to negotiate and execute a first amendment to the economic development performance agreement with CalTech Software Systems, Inc., amending the job creation and employee training assistance provisions therein with a commensurate reduction in grant incentives payable (Shannon Scott)

Summary/History:

On June 30th, 2016, COSADC and Caltech Software Systems, Inc. entered into an Economic Development Performance agreement in an amount not to exceed \$603,050 for development fee rebates, annual tax grants, sales and use tax rebate incentives, job creation incentives and employee training incentives. Below is a schedule of incentives paid out as of August 31st, 2019:

Development Fee Rebate: Up to \$600 (Paid and fulfilled: \$600 in 17')

Annual Tax Grants: Up to \$1,950 (Still eligible for full amount)

Sales & Use Tax Rebate: Up to \$500 (Paid and fulfilled: \$500 in 17')

FTE Primary Job Creation: Up to \$500,000 (Paid \$20,000 in 17', \$20,000 in 19') New amended amount will be adjusted to \$150,000 per Caltech's request. (\$5,000 per FTE for up to 30 FTE's).

Employee Training Incentive: Up to \$100,000 (New amended amount will be adjusted to \$30,000 as this incentive is directly related to job creation incentives). (\$1,000 per FTE for up to 30 FTE's).

On September 12, 2019 a request was made on behalf of Caltech Software Systems, Inc. to make an amendment to their current executed Performance agreement. This amendment would include a reduction in overall potential incentives left to earn in the amount of \$181,950. (\$150,000 for job creation incentives, \$30,000 for employee training incentives and \$1,950 for annual tax grant incentives).

The amendment was approved unanimously 6-0 by the COSADC Board at their monthly meeting conducted on 10-23-19.

Financial Impact:

Original Budgeted Amount: \$603,050

Incentives Paid to Date as of Aug. 31st, 2019: \$41,100

Amended Budgeted Amount (Per Caltech's request and available eligible incentives): \$181,950

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | 19-0633_COSADC_CALTECH_EDA_FIRST_AMEND | 19-0633_COSADC_CALTECH_EDA_FIRST_AMEND.pdf |
| 2. | 16-539_COSADC_CALTECH_FIRST_AMEND_RESO | 16-539_COSADC_CALTECH_FIRST_AMEND_RESO.pdf |

Presentation:

Approvals/Reviews:

Shannon Scott	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND CALTECH SOFTWARE SYSTEMS INC.

This First Amendment to ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and CALTECH SOFTWARE SYSTEMS, INC., a Texas for profit corporation ("COMPANY"), and shall be effective from and after the 12th day of November, 2019, subject to authorization by the COSADC Board and approval of City Council. (the "Effective Date")

RECITALS:

A. COSADC and COMPANY entered into an Economic Development and Performance Agreement, effective June 30, 2016, and continuing in effect on the Effective Date hereof and for three years after payment by COSADC of the last job creation incentive due under the Agreement.

B. COMPANY has requested amendment to its job creation and employee training assistance obligations under the contract with commensurate reduction in incentives payable by COSADC.

C. The board of directors of COSADC has determined that the Project, requested amendments and provision of commensurate adjustment to direct incentives as stated in this First Amendment to the Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives as amended will serve the public purposes set forth in the Texas Development Corporation Act.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, COSADC and COMPANY agree to amend the Agreement as hereinafter provided.

TERMS

Section 1. Recitals: The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment to Agreement for all purposes.

2. TERMS, Section 3. “Company Performance Requirements”, Subpart “G” is restated in its entirety to read as follows:

G. From the Effective Date of this Agreement to December 31, 2020, Company shall create the equivalent of a minimum of one (1) new executive assistant job plus a minimum of nine (9), but not more than thirty (30) new Tier 1 or higher engineering jobs, for a total of from a minimum of ten (10) to a maximum thirty (30) new jobs, at its current site and having a gross annual pay excluding benefits of at least thirty thousand dollars (\$30,000) (hereinafter “FTE’s) Company shall retain each FTE under the terms and for the period required under Section 5. “Job Creation and Retention” of this Agreement.

3. TERMS, Section 5. “Job Creation and Retention, Subparts “A” and “D” are restated in their entirety to read as follows:

A. Attached hereto as **Exhibit “E”**, and made a part hereof for all purposes, is Company’s census of 38 existing full-time and 2 part time jobs, and one intern employed at the current Company Site on the Effective Date (hereinafter “Core Jobs”). Company shall continuously retain all of the Core Jobs through December 31, 2020, and for three consecutive years following the last job creation incentive payment made pursuant to this Agreement. Company shall annually report a summary of Core Job retention in a form substantially the same as **Exhibit “E-1”** attached hereto. In addition to continuous maintenance of the Core Jobs, Company shall create a minimum of ten (10) new FTE’s as defined herein (Tier 1 or higher Engineers – 9 and Executive Administrative Assistant – 1), but not to exceed thirty (30) new FTE’s, during the time period from the Effective Date of this Agreement to December 31, 2020 .

D. A condition precedent to Company’s right to receive or retain any job creation incentive under this Agreement is that Company retain jobs that are the equivalent of every new FTE for which it receives a job creation incentive payment for a minimum of three consecutive years from and after December 31st of the year for which the job creation incentive is paid and that the sum

total of full time jobs created be at least the equivalent of 10 FTE's, in addition to continuous retention during the full term of this Agreement of the 38 Core Jobs listed on the Company census for the Effective Date.

4. TERMS, Section 6. "COSADC Incentives and Incentive Caps", first paragraph and Subparts "D" and "E" are restated in their entirety to read as follows:

6. COSADC INCENTIVES AND INCENTIVE CAPS: Subject to Company complying with the performance requirements specified under this Agreement, Company shall become eligible to receive up to the following incentives described under this Section 6, pursuant to the schedule of incentives by type and incentive caps as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes. In no event, notwithstanding anything to the contrary in this Agreement, shall the cumulative sum of all incentives payable or credited under this Agreement exceed the maximum sum of ONE HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED AND FIFTY AND NO/100 DOLLARS (\$181, 950.00).

D. Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per job created that are the equivalent of an FTE as defined herein, from the Effective Date through December 31, 2020, at the Project Site, subject to condition that Company create and retain jobs that are at least the equivalent of 10 FTE's as herein provided and subject to Company's reimbursement obligation for any FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. In no event shall the cumulative sum of the individual incentives for job creation and retention exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

E. Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each employee having a job at the Site who successfully completes one or more

job training programs through the Concho Valley Workforce Development Board, applicable to a Company job at the Site. The incentive shall be payable to Company upon presentation of an Affidavit of Compliance accompanied with documentary evidence satisfactory to COSADC of employee's successful completion of the job training program. In no event shall the cumulative sum of the individual incentives for employees successfully completing such training programs exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

5. EXHIBIT "B" "Schedule of Incentives", is restated in its entirety to read as follows:

Exhibit "B"

Schedule of Incentives

Annual Tax Grants:

Annual tax grants for tax years 2018 through 2021, in the form of a rebate of a percentage on a sliding scale of City ad valorem taxes paid by Company assessed for value of capital improvements and business tangible personal property made at the Site up to the Minimum Project Threshold Investment, for a total sum of all annual tax grants not to exceed **\$1,950**.

FTE Primary Job Creation Financial Assistance Incentive:

Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per equivalent FTE created as defined in the Agreement from the day after the Effective Date through December 31, 2020, for the Project, each new FTE being made up of a job or jobs filled by a new full time employee, subject to Company's reimbursement obligation for any such job or jobs making up the FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. The cumulative sum of the individual incentives for FTE creation and retention shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (**\$150,000.00**).

Employee Training Program Financial Assistance Incentive

Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each full time employee successfully completing one or more job training program applicable to a Company job available through the Concho Valley Workforce Development Board, payable to Company upon presentation of documentary evidence satisfactory to COSADC under generally accepted accounting and audit principals of employee's successful completion of the job training program. The cumulative sum of the individual incentives for employees' successful completion of such training programs shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (**\$30,000.00**).

Table B-2 Summary of Incentives

Type of Incentive	Maximum Amount of Assistance
Annual Tax Grants	\$ 1,950.00
Job Creation Grant	\$150,000.00
Job Training Grant	\$ 30,000.00
Total	\$181,950.00

Notwithstanding anything to the contrary in this Agreement, the total of all incentive payments and reimbursements that may become payable to Company by COSADC under this Economic Development Performance Agreement shall not exceed \$181,950.00.

6. Un-amended Terms. All provisions of the Agreement not amended hereby shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Julia Antilley, Secretary

Todd Kolls, President

CALTECH SOFTWARE SYSTEMS, INC.

Brent W. Mc Casland, President

WITNESSES:

Will L. Welch, Secretary/Treasurer

APPROVED AS TO CONTENT:

Guy Andrews, Development Services
Director

APPROVED AS TO FORM

Dan T. Saluri Deputy City Attorney

DRAFT

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH CALTECH SOFTWARE SYSTEMS, INC., AMENDING THE JOB CREATION AND EMPLOYEE TRAINING ASSISTANCE PROVISIONS THEREIN WITH A COMMENSURATE REDUCTION IN GRANT INCENTIVES PAYABLE.

WHEREAS, COSADC and COMPANY entered into an Economic Development and Performance Agreement, effective June 30, 2016, and continuing in effect on the Effective Date hereof and for three years after payment by COSADC of the last job creation incentive due under the Agreement;

WHEREAS, COMPANY has requested amendment to its job creation and employee training assistance obligations under the contract with commensurate reduction in incentives payable by COSADC; and,

WHEREAS, the Board has determined that the requested amendments and provision of commensurate adjustment to direct incentives to the Economic Development Performance Agreement as stated in this First Amendment to the Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives as amended will serve the public purposes set forth in the Texas Development Corporation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The Board President is hereby authorized and directed to negotiate and execute a First Amendment to the Economic Development Performance Agreement by and between City of San Angelo Development Corporation and CalTech Software Systems, Inc., reducing the minimum and maximum number of full time equivalent jobs (FTE's) to be created with commensurate reduction in the job retention and creation incentive and job training incentive payable, in substantially the attached form, as approved by the City

Attorney; and, the Board recommends to City Council approval of the First Amendment.

ADOPTED on this the 23rd day of October, 2019.

CITY OF SAN ANG ELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST

By: _____
Nora Nevarez, Corporation Secretary

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Second reading of an ordinance approving the abandonment and vacation of a 20-ft wide by 190-ft long, 0.0872 acres (3,800-sq ft) north/south alley located within Block 30 of Angelo Heights Addition (Jon James)

Summary/History:

The applicant has requested the abandonment of a 20' x 190' unpaved alley within Block 30 of the Angelo Heights Addition. The applicants own the property on both sides of the alley and want to use the alley property as part of a replat they intend to do with all of their property. The property owned by the applicant that surrounds this alley is part of the Blk. 30 plat that shows access from Cottonwood. St. Technically that is almost impossible since Cottonwood drops drastically to the river. The southern half of this same alley was abandoned in 2012. No utilities are present in the alley. When the owners replat they will then have access through either Hickory Street or Elm Street to all of the property they own.

Financial Impact:

N/A

Other Information/Recommendation:

At their September 16, 2019 meeting the Planning Commission voted unanimously (5-0) to recommend approval.

Attachments:

- | | | |
|----|-------------------|--|
| 1. | Staff Report (RA) | Angelo Heights Addition BLK 30 Staff Report CC.pdf |
| 2. | Ordinance (RA) | Angelo Heights Blk 30 - Ordinance.docx |

Presentation:

Jon James

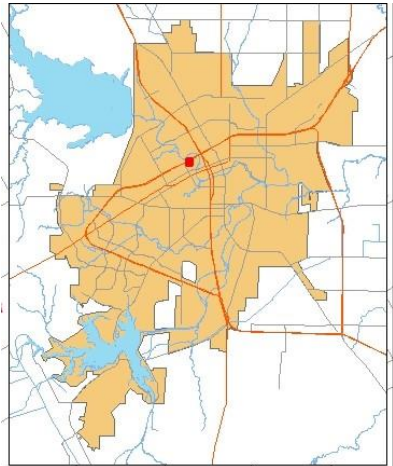
Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CITY COUNCIL – October 15, 2019

STAFF REPORT



APPLICATION TYPE:		CASE:	
Alley Right-of-way Abandonment		Angelo Heights Addition Blk. 30: Fausnacht	
SYNOPSIS:			
The applicant has requested the abandonment of a 20' x 190' unpaved alley within Block 30 of the Angelo Heights Addition. The reasons for the request is for use of the alley property and the fact that the remained of the alley to the south has already been abandoned. No utilities are present in the alley. The applicant owns Lots 1 thru 4 and 11 thru 14 located on the east and west of the alley abandonment. They are requesting abandonment of the entire remaining alley to then replat their property into larger lots in keeping with development that has occurred to the west. The applicants also own the property to the east.			
LOCATION:		LEGAL DESCRIPTION:	
190 Ft. north of the intersection of Cottonwood St. and Shiloh St.		Being a 0.0872 acres (3,800 square feet) north/south alley located within Block 30 of Angelo Heights Addition.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District 4 – Lucy Gonzales Central Neighborhood	Zero Lot Line/Twin Homes (RS-3)	Neighborhood Center and Neighborhood	0.0872 acres (3,800 square feet)
THOROUGHFARE PLAN:			
Alley was approved as part of the Angelo Heights Addition, filed for record November 23, 1908 with the Tom Green County Clerk.			
NOTIFICATIONS:			
N/A, The applicant owns the property on both sides of the undeveloped alley to be abandoned.			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the Alley Right-of-Way Abandonment request, subject to three Conditions of Approval .			
PROPERTY OWNER/PETITIONER:			
Keith & Cheryl Fausnacht – owners Herb Hook, SKG Engineering - Agent			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Ext. 1546 Sherry.bailey@cosatx.us			

Additional Information:

The applicant indicated that this alley is not used in the traditional manner for an alley. There are no utilities in the platted alley and the original part of the alley to the south has already been abandoned. The northern portion of the alley, if abandoned, will be acquired and utilized by the adjoining property owner.

Utility Comments:

There are no utilities in the alley.

Rationale:

Planning Staff reviewed all relevant history, ordinances, policies, and conducted a site visit to the property on August 30, 2019 and September 7, 2019, to determine the appropriateness of abandoning this public alley right-of-way.

- *Traffic patterns:* There is some evidence that some people use the east west portion of the alley to the south of the subject alley abandonment and then park in what would be the alley. However, the use is sporadic.
- *Utilities:* There is no evidence of public or private utilities in the alley area.
- *Community Impact:* There does not appear to be any negative impact to what the property owner intends.
- *Public Benefit:* The positive impact would be the availability of some land for development similar to the property to the west.

Recommendation:

Staff's recommendation is to **APPROVE** of the proposed abandonment and vacation of a 20-foot wide by 190-foot long, 0.0872-acre (3,800-square foot) public alley; generally located running north/south in Block 30 of Angelo Heights Addition, 190 feet north of the Cottonwood St. and Shiloh St. intersection, **subject to three Conditions of Approval:**

1. Per the Code of Ordinances, Section A9.008, payment per the assessment formula outlined in the fee schedule shall be remitted for all of the abandoned alley right-of-way, should the vacation and abandonment be approved.
2. Verification of the recordation of quit claim deed(s) officially abandoning the City's claim to the entirety of the abandoned alley shall be provided.
3. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) and reconfiguration of the allots along with the adjacent property in order to have primary access off of Hickory St. or Elm St., meeting all requirements of the Land Development and Subdivision Ordinance within 18 months of City Council's decision.

Planning Commission Recommendation

On September 16, 2019, the Planning Commission recommended unanimous **APPROVAL** of the Alley Right-of-Way Abandonment. The following is the complete excerpt of the draft minutes from the September 16, 2019, meeting for this case:

**Staff Report – Alley Abandonment – Block 30, Angelo Heights Addition
October 15, 2019**

Sherry Bailey, Principal Planner, presented the proposed alley right-of-way amendment. She explained that the original part of the alley was abandoned in 2012. Ms. Bailey displayed photographs of the undeveloped alley and the property which has a significant portion that drops off in the floodplain. Ms. Bailey outlined Staff's rationale to approve the right-of-way abandonment with three conditions of approval as presented, on the grounds that the alley is not used for access; that there are no utilities located in the alley; that there is no evidence that there would be any negative impacts; and that the alley area once combined and replatted will be available for future development.

Vice Chair Spano opened public comment. There was no public comment and Vice Chair Spano closed public comment.

Commissioner Smith made a Motion to recommend APPROVAL the alley abandonment subject to the three conditions of approval as presented. Commissioner Jackson seconded the motion. The Motion passed unanimously 5-0.

Attachments:

Aerial Map
Floodplain Map
Future Land Use Map
Zoning Map
Original Plat
Photos
Application



Location Map

Alley Abandonment: Fausnacht

Council District 4 - Lucy Gonzales

Neighborhood: Central

Scale: 1" approx. = 150 ft

20 ft. by 190 ft. alley adjacent to Lots 1-4 & 11-14 Blk. 30,
 Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Legend

Subject Properties:

RS-3

Current Zoning:

N/A

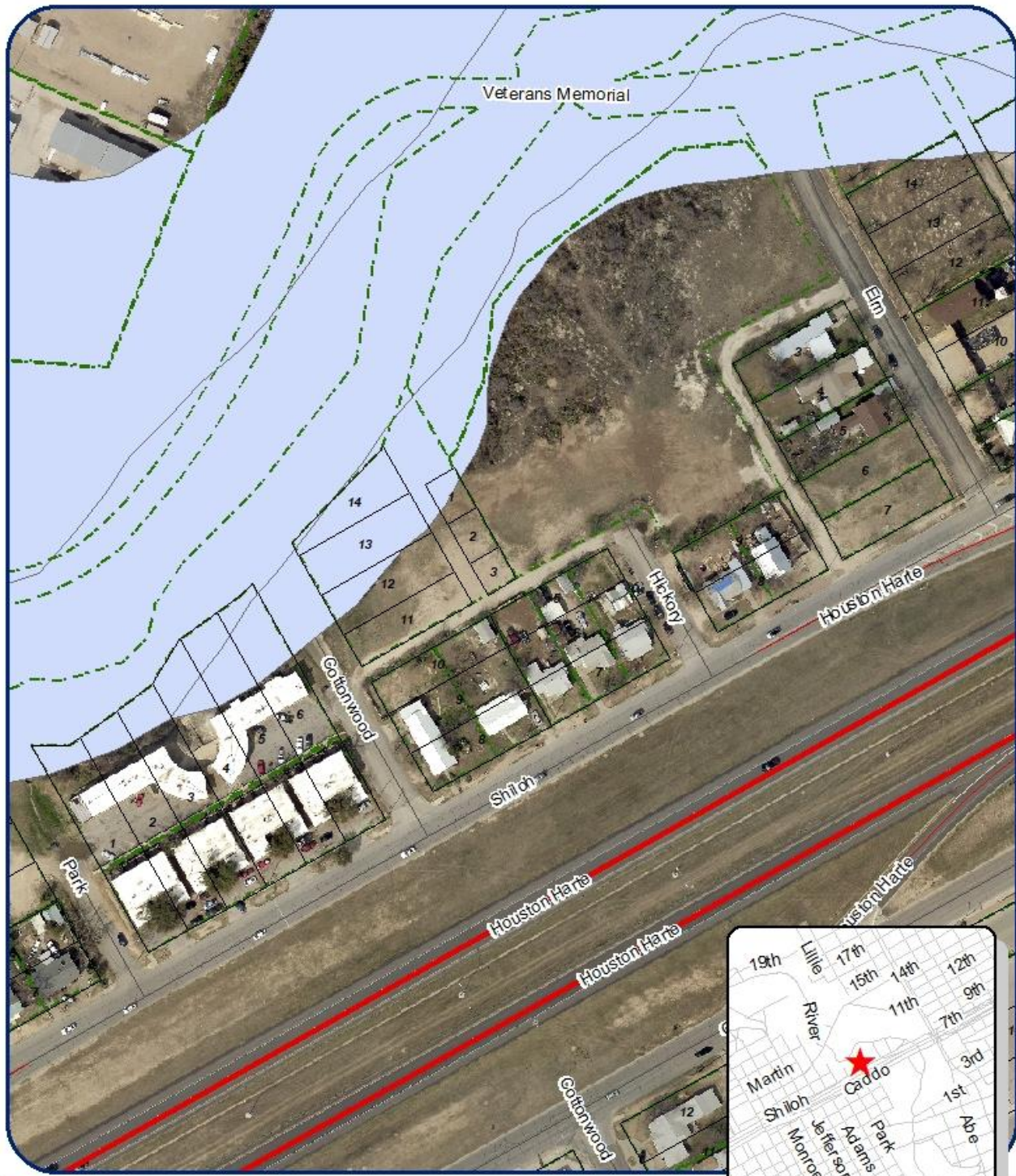
Requested Zoning Change:

Vision: Neighborhood &

Neighborhood Center

N





Location Map ROW Abandonment

Alley Abandonment: Fausnacht

Council District 4 - Lucy Gonzales

Neighborhood: Central

Scale: 1" approx. = 140 ft

20 ft. by 190 ft. alley adjacent to Lots 1-4 & 11-14 Blk. 30, Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Legend

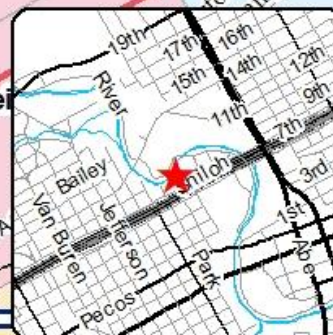
Subject Properties: 

Current Zoning: **RS-3**

Requested Zoning Change: **N/A**

Vision: **Neighborhood & Neighborhood Center**





Location Map

Alley Abandonment: Fausnacht

Council District 4 - Lucy Gonzales

Neighborhood: Central

Scale: 1" approx. = 150 ft

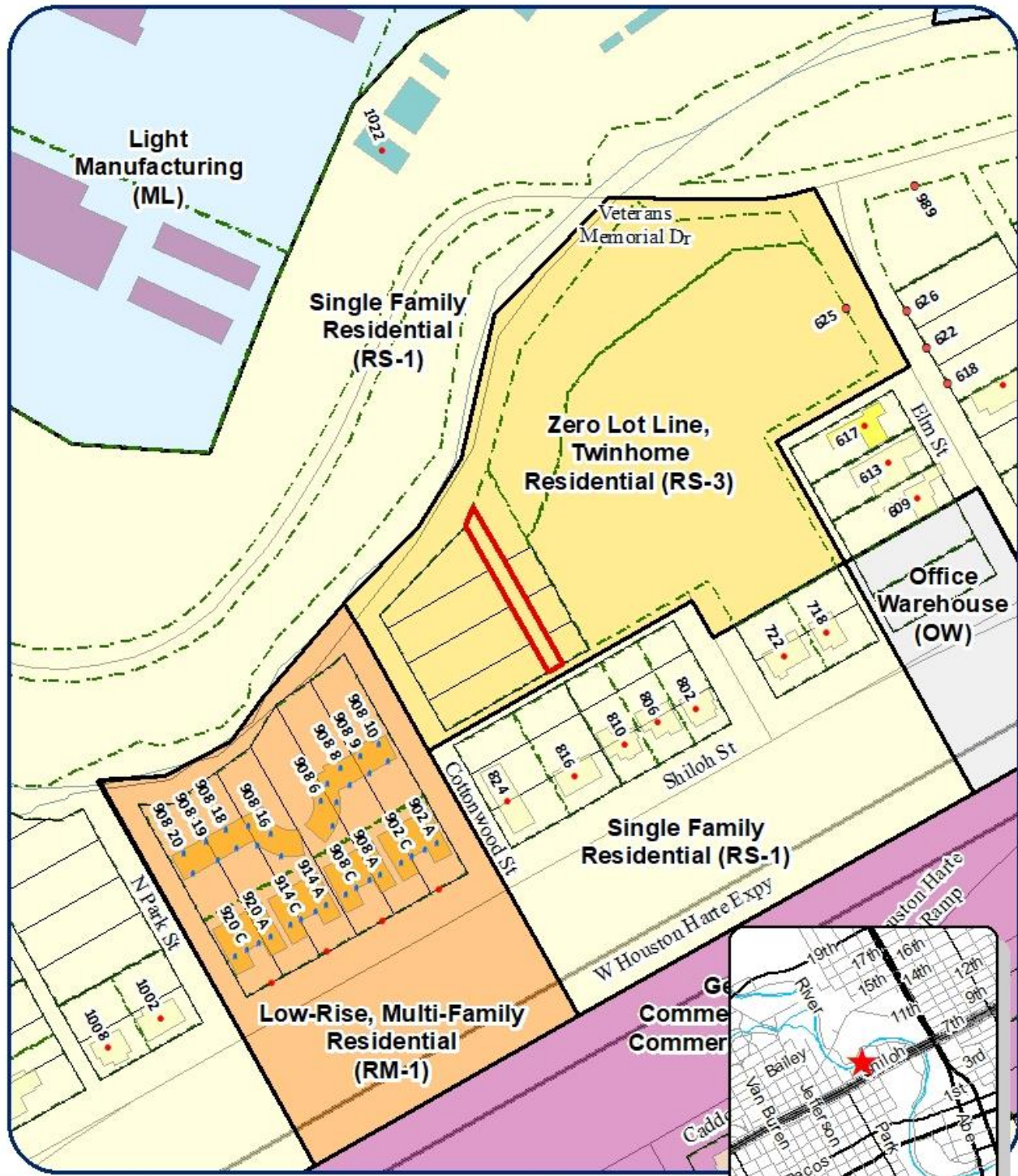
20 ft. by 190 ft. alley adjacent to Lots 1-4 & 11-14 Blk. 30,
 Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Legend

Subject Properties: — RS-3
 Current Zoning: N/A
 Requested Zoning Change: — Neighborhood &
 Vision: — Neighborhood Center

N





Location Map

Alley Abandonment: Fausnacht

Council District 4 - Lucy Gonzales

Neighborhood: Central

Scale: 1" approx. = 150 ft

20 ft. by 190 ft. alley adjacent to Lots 1-4 & 11-14 Blk. 30,
 Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Legend

Subject Properties:

Current Zoning: **RS-3**

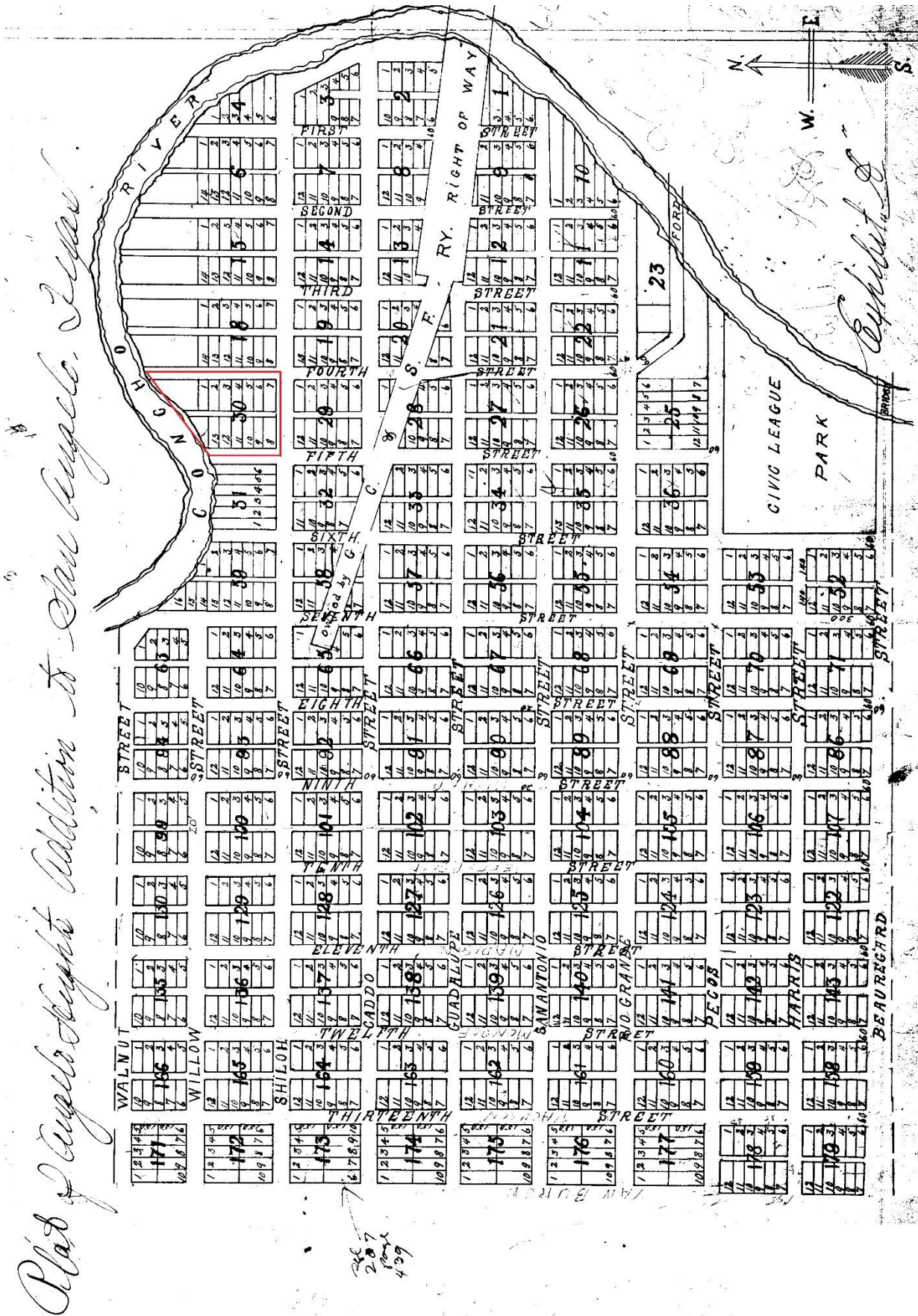
Requested Zoning Change: **N/A**

Vision: **Neighborhood &**

Neighborhood Center

N







Google map view of the property in question and the development adjacent.



Alley approximate location at the rear of the picture.



Property where alley bisects.



The end of Cottonwood Street and the property edge.

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue

**Application to Abandon Right-of-way for
Street(s) and/or Alley(s)**



Section 1: Basic Information

Name of Applicant(s): Keith and Cheryl Fausnacht

☒ Owner ☐ Representative (Affidavit Required)

6205 Hidden Valley Dr. Temple TX 76502
Mailing Address City State Zip Code

254.541.9215 k9fausmacht@yahoo.com
Contact Phone Number Contact E-mail Address

alley in Blk.30 Angelo Hts.Addn. San Angelo TX 76901
Subject Property Address City State Zip Code

Legal Description (can be found on property tax statement or at www.tomgreencad.com)
The north 190' of the north-south alley in Block 30, Angelo Heights Addition

Lot Size: 20' x 190' Zoning: RS-3

Section 2: Site Specific Details

Subdivision Name: Angelo Heights Addition

Lots and/or Blocks Affected*: Block 30, Lots 1 - 4 & 11 - 14

General Description of Location*: The North 190' of the north-south alley in Block 30, adjoining Lots 1 thru 4 and Lots 11 thru 14, Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Reason for Abandonment*: Alley is unused as alley, does not have any known utilities, and the abandonment will allow for a contiguous piece of property that will be more suitable for development.

*Use attachment if necessary.

Hours of Operation: 8 AM -12 PM & 1PM – 5 PM 325-657-4210, #2 www.cosatx.us/planning

Staff Report – Alley Abandonment – Block 30, Angelo Heights Addition
October 15, 2019

Effective January 3, 2017

Section 3: Applicant's acknowledgement

I/We the undersigned acknowledge that the information provided above is true and correct.

Signature of licensee or authorized representative
affirming the truth of the above statement.

Date

Printed name of licensee or authorized representative

Name of business/Entity of representative

FOR OFFICE USE ONLY:

Date of Application: 8 / 7 / 19

Non-Refundable Fee: \$ 575

Receipt #:

Date paid: 8 / 7 / 19

Date of hearing by Planning Commission: 9 / 16 / 19

Date of hearing by City Council: 10 / 15 / 19

Reviewed/Accepted by: H. Becker

11 / 5 / 19

Rcpt #s 328122
328123

AN ORDINANCE PROVIDING FOR CONDITIONAL ABANDONMENT AND VACATION OF A 20-FOOT WIDE, 190 FOOT LONG (3,800-SQUARE FOOT) 0.0872-ACRE PUBLIC ALLEY RIGHT-OF-WAY RUNNING NORTH/SOUTH BETWEEN LOTS 1 THROUGH 4 AND 11 THROUGH 14, BLOCK 30, ANGELO HEIGHTS ADDITION NORTHEAST OF THE COTTONWOOD STREET AND SHILOH STREET INTERSECTION; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, Texas, acting pursuant to law, is of the opinion that a 20-foot wide, 190 foot long (3,800-square foot) 0.0872 acre, public alley right-of-way running north/south between Lots 1 through 4 and 11 through 14, Block 30, Angelo Heights Addition; northeast of the intersection of Cottonwood St. and Shiloh St., is no longer needed for public use and therefore deems it advisable to abandon said portion of alley right-of-way; and,

WHEREAS, the City Council is of the opinion that the best interest and welfare of the public will be served by conditionally conveying the underlying abandoned public alley to the abutting property owners;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO THAT:

SECTION 1: The public alley right-of-way located in the City of San Angelo, generally described to be a 20-foot wide, 190 foot long (3,800-square foot) 0.0872 acre public alley right-of-way running north/south between Lots 1 through 4 and 11 through 14, Block 30 Angelo Heights Addition northeast of the Cottonwood Street and Shiloh Street intersection to the City of San Angelo, Tom Green County, Texas depicted in **Exhibit “A”**, attached hereto and made a part hereof for all purposes, be and the same is hereby vacated, abandoned and closed insofar as the right, title and easement of the public is concerned, subject to the conditions and restrictions precedent herein set forth.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonments and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: The following conditions precedent to the abandonment shall apply and be part of the consideration for conveyance by quitclaim deed(s) of the underlying tracts of land to owners of abutting properties:

- 4.1. Owners shall submit to the Planning Director for approval and official recording a subdivision replat of all lots adjoining the alley right-of-way to be abandoned complying with the following:
 - (a) Absorbing the full width of the abandoned alleyway right-of-way adjoining lots 1, 2, 3, 4, 11, 12, 13 and 14 into one or more adjoining lots in the replat.
 - (b) Reconfiguration of all lots along with adjacent property owned by the same owners so that primary access can be off of Hickory St. or Elm St. within 18 months of the City Council's decision.
- 4.2 Prior to delivery of any quitclaim deeds conveying abandoned alley right-of-way described herein the adjoining property owner must accept all of the vacated right-of-way in proportion to their interests or any combination thereof as consented to by such property owners, and depositing with the Planning Director the fees required as set forth at Subsection 4.3 as part of the replatting process.
- 4.3. Remit payment for the assessment applicable under the City of San Angelo Code of Ordinances, Appendix "A", Fee Schedule for the entire abandoned areas [*Code of Ordinances, Appendix "A", Section A9.008*].

SECTION 5: The terms and conditions set forth hereinabove shall be applicable to the conveyances of rights-of-way herein provided for, and shall be binding upon Grantees thereof and their heirs, successors and assigns.

SECTION 6: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth with respect to the entire alley the Mayor of the City of San Angelo is hereby authorized to execute and deliver quit claim deeds conveying the respective parts of abandoned rights-of-way depicted on **Exhibit “A”** to the owner of the designated abutting properties.

SECTION 7: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the tracts of land are located.

INTRODUCED on the **15th day of October, 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **12th day of November, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

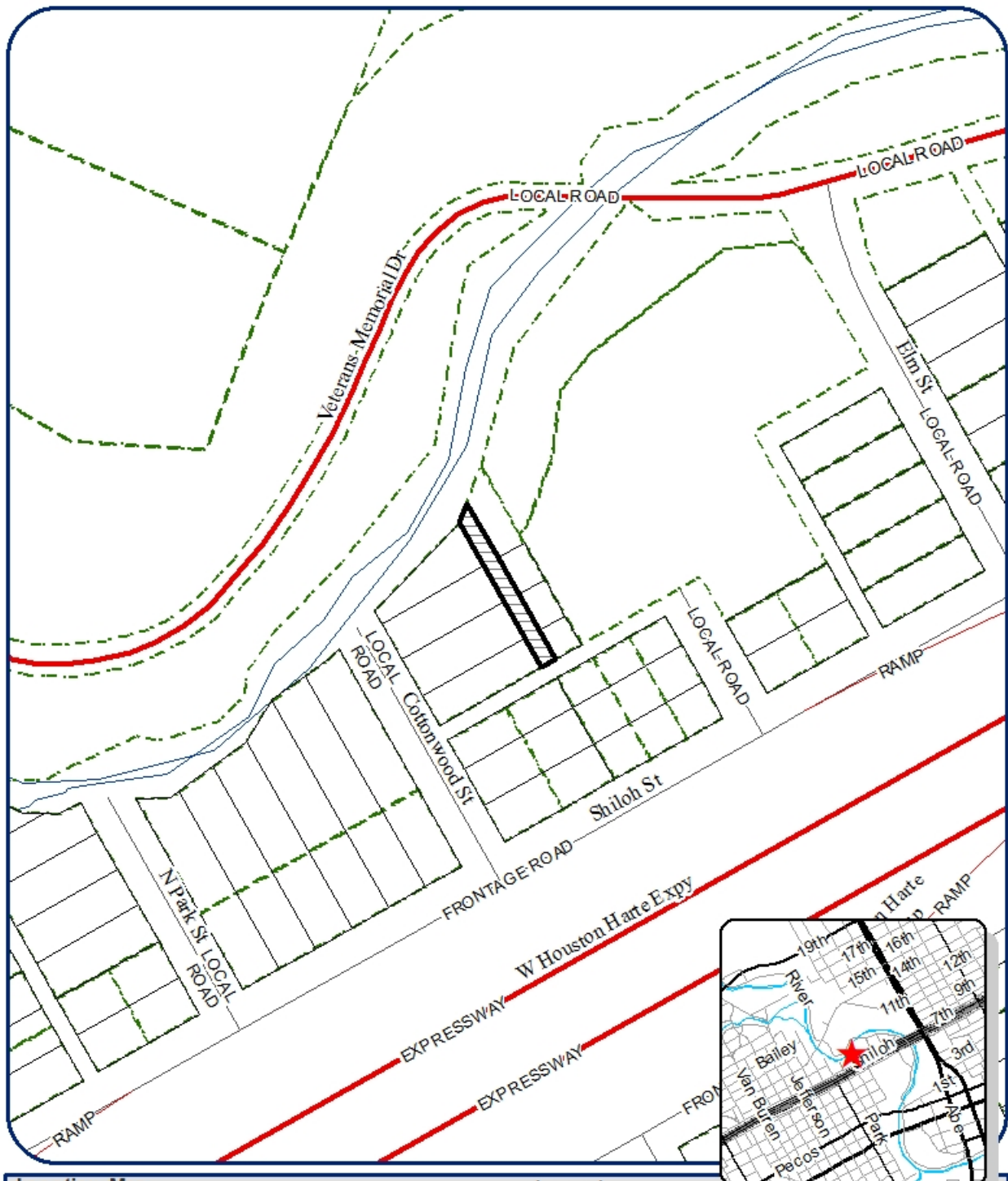
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A"



Location Map

Alley Abandonment: Fausnacht

Council District 4 - Lucy Gonzales

Neighborhood: Central

Scale: 1" approx. = 150 ft

20 ft. by 190 ft. alley adjacent to Lots 1-4 & 11-14 Blk. 30,
Angelo Heights Addition, City of San Angelo, Tom Green County, Texas

Legend

Subject Properties:

Current Zoning: RS-3

Requested Zoning Change: N/A

Vision: Neighborhood &

Neighborhood Center



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jon James, Director of Planning & Development Services, Planning and Development Services, x1180

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute an annexation agreement and all related documents regarding approximately 977.9 acres of property located outside the city limits adjacent to US Highway 277 (Jon James)

Summary/History:

The owners of the subject properties, which are currently outside the city limits of the City of San Angelo, are seeking an agreement that would preclude annexation of the property by the City within the 15 year term of the agreement.

The owners are pursuing a solar farm project and a guarantee of no city taxes for 15 years provides assurance to the developers that helps them to ensure a financially viable project. In exchange, the benefit to the City is that the agreement provides that at the end of the 15 years the property may be annexed into the City as a voluntary annexation, avoiding the complications and legal limitations of an involuntary annexation.

In addition, the agreement provides that if the property is developed or subdivided for any development other than the solar farm or agricultural, timber, or wildlife purposes, voluntary annexation may also proceed.

Financial Impact:

No anticipated fiscal impact, other than potential lost property tax revenue from the property during the term of the agreement (15 years) where the City will not annex the property. However, current plans do not anticipate annexation of the property within that time frame.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | CVE Vicinity Map | CVE Vicinity Map.pdf |
| 2. | CVE Improvements Map | CVE Improvements Map.pdf |
| 3. | CVE Property IDs and Legal Descriptions (Landscape) | CVE Property IDs and Legal Descriptions (Landscape).pdf |

Presentation:

Jon James

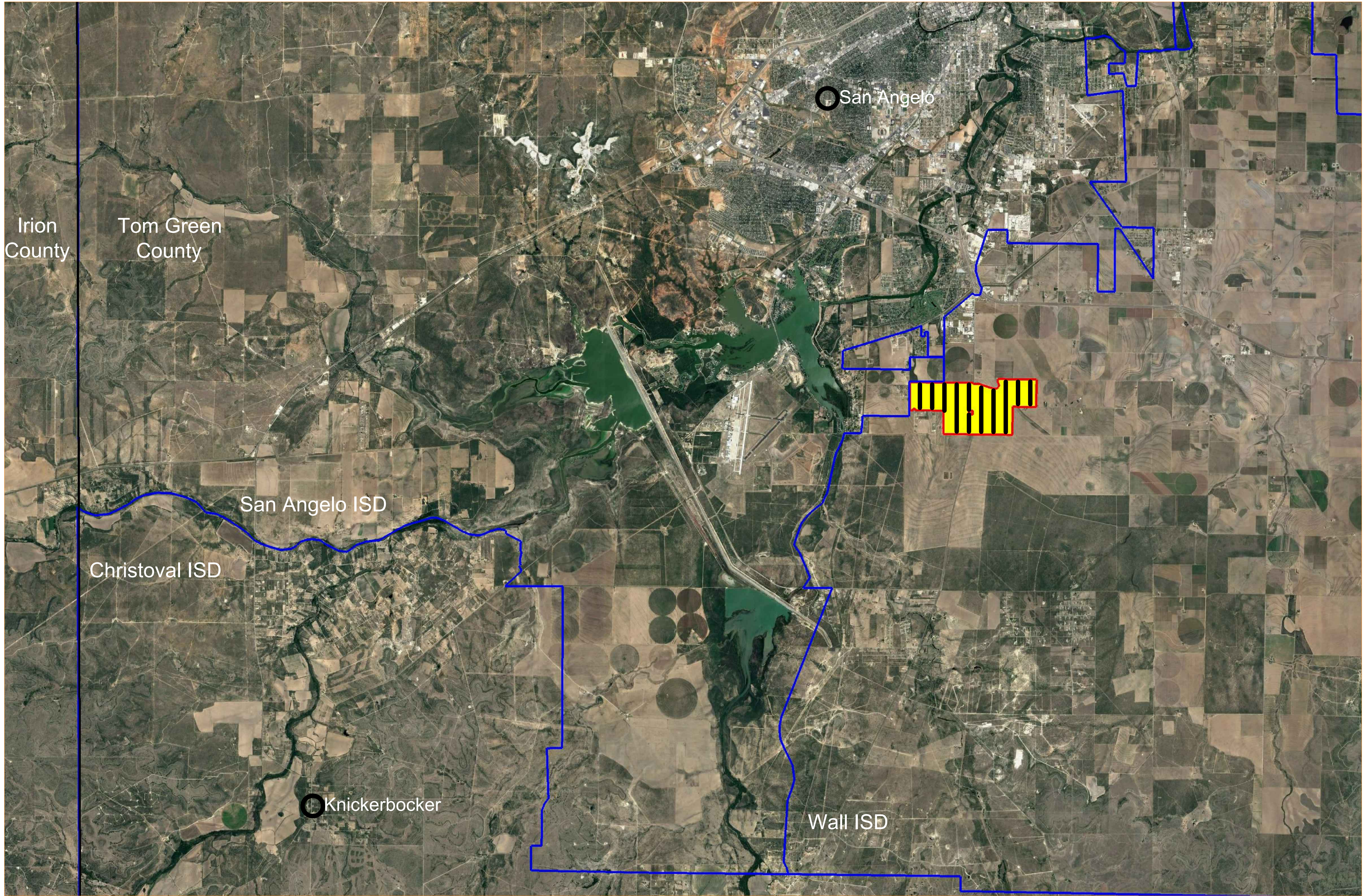
Approvals/Reviews:

Jon James	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved

Jon James
Theresa James
Julia Antilley

Approved
Approved
Final Approval

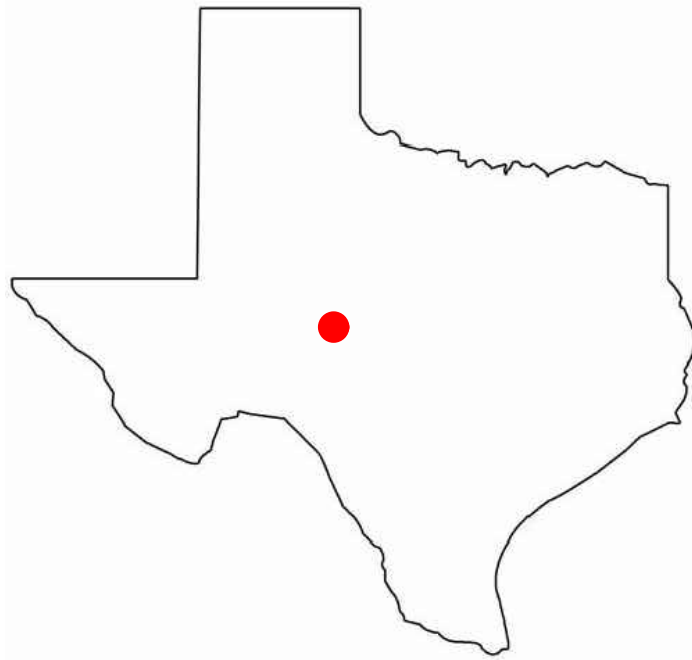
C:\Users\Merit SI\Huntsmill\Project Engineering - Project Engineering Documents\Concho Valley Solar\Property Tax Abatement\Tax Abatement Maps\CVS Vicinity Map.dwg Merit SI Oct 16, 2019 - 1:12pm



Concho Valley Energy, LLC Vicinity Map

-  County Boundary
-  School District Boundary
-  Reinvestment Zone
-  Concho Valley Energy, LLC
-  City

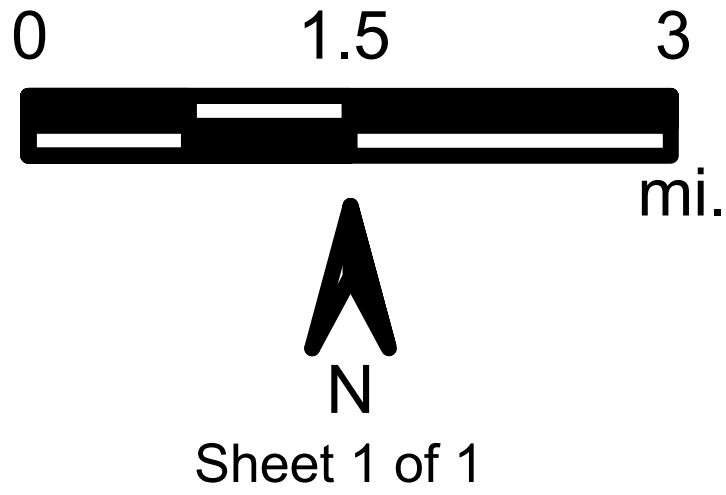
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1	Draft	10/4/19
2	Final	10/10/19
No.	Revision/Issue	Date

PROJECT NAME
Concho Valley Energy, LLC

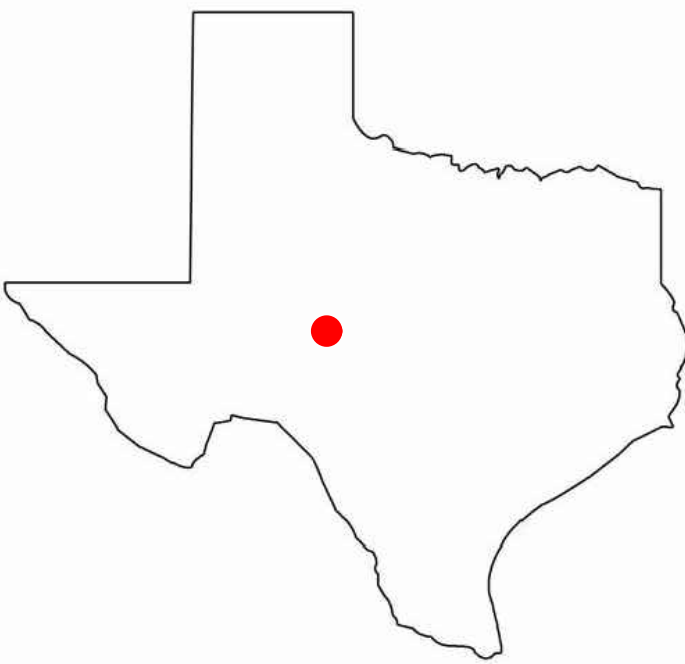
FIRM NAME AND ADDRESS
 **MERIT SI**
50 Beaver Ave.
Annandale, NJ 08801



Concho Valley
Energy, LLC
Improvements Map

- School District Boundary
- Reinvestment Zone
- Concho Valley Energy, LLC
- O&M Building
- Project Substation
- Gen-Tie Line

31.36306, -100.43667



1	Draft	10/4/19
2	Final	10/10/19
No.	Revision/Issue	Date

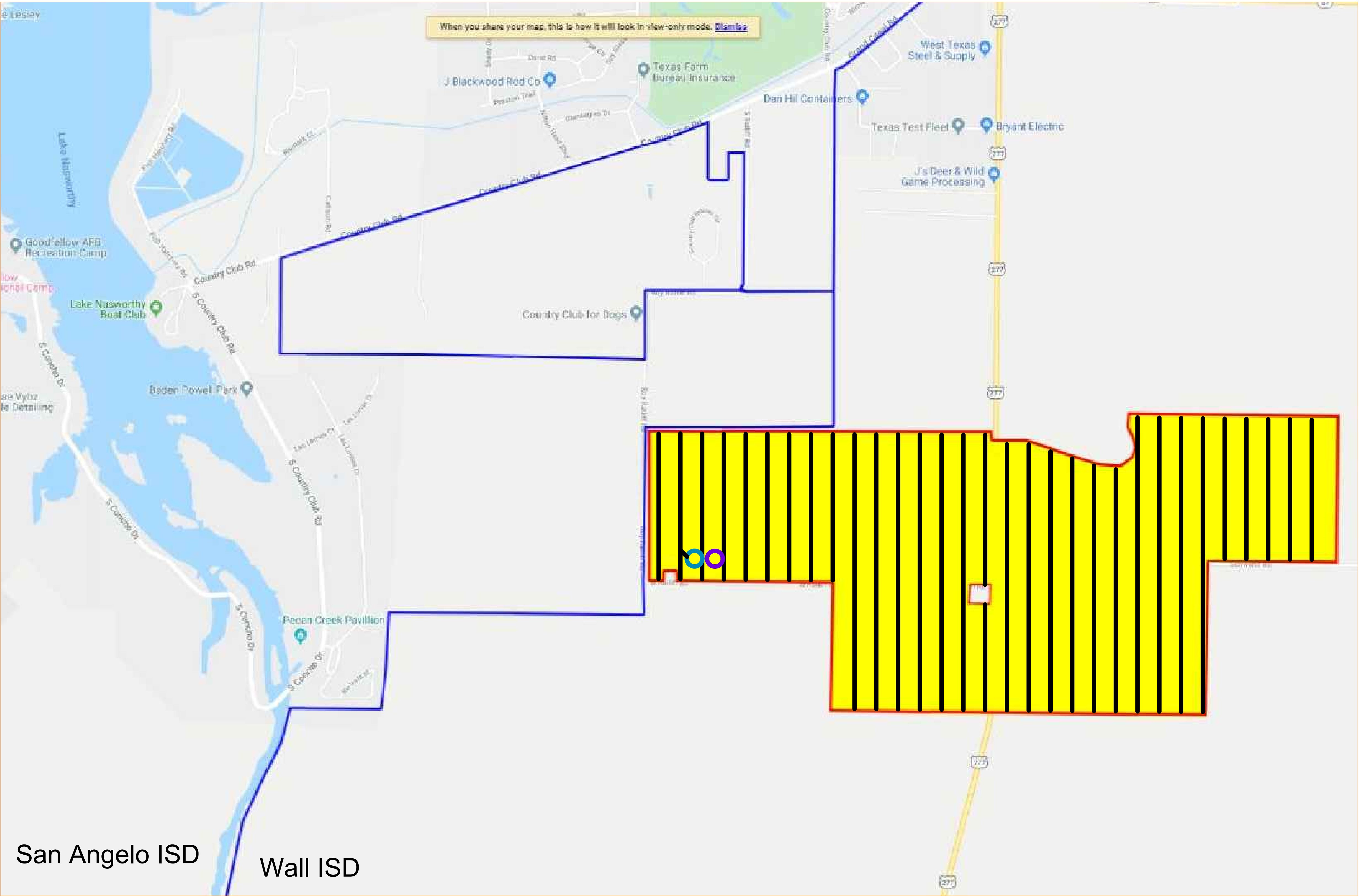
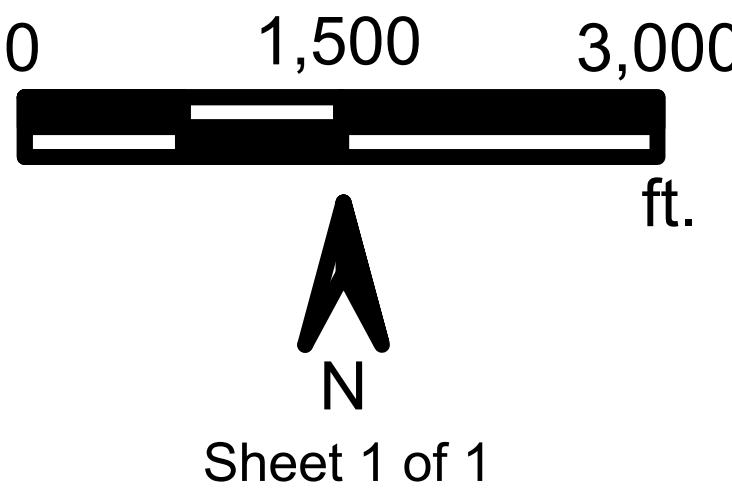
PROJECT NAME

Concho Valley Energy, LLC

FIRM NAME AND ADDRESS



MERIT SI
50 Beaver Ave.
Annandale, NJ
08801



Proposed Reinvestment Zone: Land for Concho Valley Energy solar project

Site Control 10/29/19	Property ID	Geographic ID	Acres	Legal Description	Situs per Tom Green County CAD	Map Location	Owner Name	Owner Address	Appraised Value
Leased	R000049812	65-81000-0001-000-00	118	Acres: 118.000, Blk: 1, Subd: UPTON & COLLINS S/D, 118.0000 ACRES	n/a	W of Hwy 277; N of S Ratliff Rd	SOCHA MANAGEMENT LLC	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 295,000
Leased	R000049813	65-81000-0002-000-00	120	Acres: 120.000, Blk: 2, Subd: UPTON & COLLINS S/D, 120.0000 ACRES IN BLOCK 2	n/a	W of Hwy 277; N of S Ratliff Rd	SOCHA MANAGEMENT LLC	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 300,000
Leased	R000049814	65-81000-0003-000-00	95.97	Acres: 95.970, Blk: 3, Subd: UPTON & COLLINS S/D, 95.9700 ACRES IN BLOCK 3	n/a	W of Hwy 277; N of S Ratliff Rd	SOCHA MANAGEMENT LLC	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 239,930
Leased	R000049925	65-87000-0002-000-10	210.73	Acres: 210.727, Blk: 2 -3-6, Subd: WILLIAMS L S/D, REMAINING 210.7267 ACRES OF A TOTAL 212.7267 ACRES IN BLOCKS 2-3-6	HWY 277 US 7814 S	E of Hwy 277, N of Schwartz Rd	GULLY ALLEN JOSEPH	7290 S US HIGHWAY 277. SAN ANGELO, TX 76904-4146	\$ 682,970
Leased	R000049927	65-87000-0007-000-00	106.36	Acres: 106.363, Blk: 7, Subd: WILLIAMS L S/D, 106.3633 ACS BEING ALL OF BLK 7 & E 26.3633 ACS OUT OF BLK 6	n/a	E of Hwy 277, N of Schwartz Rd	GULLY ALLEN J & KIMBERLY	7290 S US HIGHWAY 277. SAN ANGELO, TX 76904-4146	\$ 425,450
Leased	R000049924	65-87000-0002-000-00	2	Acres: 2.000, Blk: 2 -3-6, Subd: WILLIAMS L S/D, 2.0000 ACRES OUT OF TOTAL 212.7267 ACRES OUT OF BLOCKS 2-3 & 6	HWY 277 US 7814 S	E of Hwy 277, N of Schwartz Rd	GULLY ALLEN JOSEPH	7290 S US HIGHWAY 277. SAN ANGELO, TX 76904-4146	\$ 5,490
Total Leased			653.06						
Not Leased	R000049923	65-87000-0001-000-00	200	Acres: 200.000, Blk: 1 & 5, Subd: WILLIAMS L S/D, 200.00 ACS IN BLOCKS 1 THRU 4 & W1/2 OF BLOCK 5	n/a	E of Hwy 277, S of Schwartz Rd	SCHMALZ HUEBNER ET AL	3411 REDLAND CT. MISSOURI CITY, TX 77459-4126	\$ 640,000
Not Leased	R000047943	66-05739-3348-100-10	25	Acres: 25.000, Tract: 1, Abst: A-5739 S-0001, Survey: P W MC NEISE, 25.0000 ACRES & 10' STRIP IN S END IN MC NEISE & L P MOORE SURVEYS	n/a	W of Hwy 277, S of W Ratliff Rd	SOCHA ANN ELIZABETH	1601 S CONCHO DR. SAN ANGELO, TX 76904-7905	\$ 150,000
Not Leased	R000047944	66-05739-3348-100-20	25	Acres: 25.000, Tract: 2, Abst: A-5739 S-0001, Survey: P W MC NEISE, 25.0000 ACRES & 10' STRIP IN S END IN MC NEISE & L P MOORE SURVEYS	n/a	W of Hwy 277, S of W Ratliff Rd	LENNEFELT BEVERLY A	4715 BERMUDA DR. SAN ANGELO, TX 76904-7203	\$ 150,000
Not Leased	R000047945	66-05739-3348-100-30	25	Acres: 25.000, Tract: 3, Abst: A-5739 S-0001, Survey: P W MC NEISE, 25.0000 ACRES & 10' STRIP IN S END IN MC NEISE & L P MOORE SURVEYS	n/a	W of Hwy 277, S of W Ratliff Rd	SOCHA LARRY J	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 150,000
Not Leased	R000047946	66-05739-3348-100-40	25	Acres: 25.000, Tract: 7, Abst: A-5739 S-0001, Survey: P W MC NEISE, 25.0000 ACRES & 10' STRIP IN S END IN MC NEISE & L P MOORE SURVEYS	n/a	W of Hwy 277, S of W Ratliff Rd	SOCHA MARY A	2358 FISHERMANS RD. SAN ANGELO, TX 76904-7865	\$ 150,000
Not Leased	R000047941	66-05739-3348-100-00	2	Acres: 2.000, Abst: A-5739 S-0001, Survey: P W MC NEISE, 2.0000 ACRES OUT OF 24.8520 ACRES IN MCNEESE & MOORE SUR 169 1/2 HS	HWY 277 8301 S	W of Hwy 277, S of W Ratliff Rd	SOCHA MANAGEMENT LLC	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 58,350
Not Leased	R000047942	66-05739-3348-100-01	22.852	Acres: 22.852, Abst: A-5739 S-0001, Survey: P W MC NEISE, REMAINING 22.8520 ACRES OF 24.8520 ACRES & 10' IN S END-ALSO MOORE SUR	n/a	W of Hwy 277, S of W Ratliff Rd	SOCHA MANAGEMENT LLC	3409 SILVER SPUR DR. SAN ANGELO, TX 76904-8113	\$ 144,790
Total Not Leased			324.85						
Total RZ			977.91						

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: November 12, 2019

Item type: Consent Item

Caption:

Second readings of:

1. An ordinance approving CP19-02, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use to the Commercial Future Land Use, being the east 5.9 acres of an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr.
2. An ordinance for Z19-15, a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District, being an unaddressed 11.3374 acre tract located approximately 250-ft west of the intersection of Sunset Dr. and YMCA Dr. (Jon James)

Summary/History:

The applicant has applied for a Comprehensive Plan Amendment and associated rezoning to facilitate a future dental office and retail/commercial development on the 11.3374-acre property. The applicant intends to re-designate the east 5.9 acres of the property from Neighborhood to "Commercial" in order to facilitate rezoning the entire property from Heavy Commercial (CH) to General Commercial (CG) which would allow the intended uses.

Financial Impact:

N/A

Other Information/Recommendation:

On October 15, 2019, City Council voted 6-0 to APPROVE both items below with Council Member Thompson abstaining.

On September 16, 2019, the Planning Commission unanimously recommended by a 5-0 vote APPROVAL of an amendment to the City of San Angelo Comprehensive Plan, changing the east 5.9 acres from the Neighborhood Future Land Use to the Commercial Future Land Use.

On September 16, 2019, the Planning Commission unanimously recommended by a 5-0 vote APPROVAL of a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District on the entire 11.3374 acres.

Attachments:

- | | |
|------------------------------------|--------------------------------------|
| 1. Staff Report (CP19-02 & Z19-15) | Staff Report (CP19-02 & Z19-15).docx |
| 2. Ordinance (CP19-02) | Ordinance (CP19-02).docx |
| 3. Ordinance (Z19-15) | Ordinance (Z19-15).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher
Hillary Bueker
Jon James
Brandon Dyson
Jon James
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

CITY COUNCIL – October 15, 2019

STAFF REPORT



APPLICATION TYPE:		CASES:	
Comprehensive Plan Amendment & Rezoning		CP19-02/Z19-15: BlaneK	
SYNOPSIS:			
The applicant has applied for a Comprehensive Plan Amendment and associated Rezoning to facilitate a future dental office and retail/commercial development on the 11.3374-acre property. The applicant intends to re-designate the east 5.9 acres of the property from Neighborhood to "Commercial" in order to facilitate rezoning the entire property from Heavy Commercial (CH) to General Commercial (CG) which would allow the intended uses.			
LOCATION:		LEGAL DESCRIPTION:	
An unaddressed 11.3374-acre property located approximately 250 feet west of the intersection of Sunset Drive and YMCA Drive.		Being 11.3374 acres in Tract 2 of the J.C.M. Addition, Section Two	
SM DISTRICT / NEIGHBORHOOD:	ZONING	FUTURE LAND USE:	SIZE:
SMD District #1 – Tommy Hiebert Rio Vista Neighborhood	CH	West 5.37 ac. - Commercial East 5.9 ac. - Neighborhood	11.3374 acres
THOROUGHFARE PLAN:			
Sunset Drive – Urban Collector Street Required: 60' right-of-way, 50' pavement; Provided: 80' right-of-way, 64' pavement			
NOTIFICATIONS:			
6 notifications were mailed within a 200-foot radius on August 29, 2019. No responses in support or against.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a Comprehensive Plan Amendment changing the Future Land Use designation from "Neighborhood" to "Commercial," and APPROVAL of a Rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District.			
PROPERTY OWNER/PETITIONER:			
Owner: Duncan Interests LP Applicant: Louis BlaneK			
STAFF CONTACT:			
Jeff Fisher, AICP Principal Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Comprehensive Plan Amendments and Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request as outlined in #1 through #7 below. Comprehensive Plan Amendments are reviewed in the context of the San Angelo Strategic Plan, the 2009 Update to the Comprehensive Plan and outlined in #1 below:

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.**

Comprehensive Plan Amendment: The proposed Comprehensive Plan Amendment from Neighborhood to Commercial would be consistent with the surrounding development pattern in the area and facilitate the associated rezoning to CG. Commercial designations “often are single-use centers consisting of large retail and office clusters that seek visibility and convenient access onto the major street network” and transition areas are encouraged to “improve the relationship and connectivity between neighborhoods and Commercial areas” including “new pedestrian and/or vehicular connections”. The Comprehensive Plan Amendment would allow commercial development on the east 5.9 acres of the property and the entire property has remained vacant since it was platted in 1986. This new commercial development will provide a transition between the Community Medical Campus to the west, Glazers distribution facility to the south, and the existing Quadrangle Apartments to the east. As part of any future development, Planning Staff will require a sidewalk along Sunset Drive which already has a heavily travelled pedestrian path and is located along a Concho Valley Transit bus route.

Rezoning: The associated Rezoning from Heavy Commercial (CH) to General Commercial (CG) removes the CH zoning which is incompatible with the adjacent Quadrangle apartment complex. The CG zone provides an effective transition to the apartments from the more intense land uses to the west and south, and provides additional commercial amenities to the apartments and larger residential community to the east. The CG zoning allows the intended uses of a medical office and retail/commercial development and prohibits more intense uses such as industrial service, warehousing, and wholesale trade.

2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The subject property at 11.3374 acres in size would easily comply with the minimum lot area of 6,000 square feet, minimum lot frontage of 50 feet, minimum lot depth of 80 feet, and all required setbacks in the CG zoning district (25 foot front yard facing Sunset Drive; 10-foot side yard abutting the apartments to the east). At time of permitting, the applicant will be required to install a minimum six-foot high opaque privacy fence along the east property line adjacent to the RM-1 zoning district and apartments as required

by Section 509 of the Zoning Ordinance. Also at time of permitting, adequate parking will be required to be installed. Retail uses require one parking space per 200 square feet of gross floor area for the first 20,000 square feet, and one parking space per 250 square feet above the first 20,000 square feet. Medical offices require one parking space per 500 square feet of gross floor area. It is noted that the applicant has had discussions with Planning Staff of replatting the subject property. Any future replat would require all new lots and remainders to be platted.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As indicated, the proposed retail commercial would be compatible with the apartments and nearby residential community. The requirement to install a six-foot high privacy fence along the east property line will provide an additional buffer from the apartment complex.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* Aerial photography confirms that the property has remained vacant since 1972, and since 1979 when it was rezoned from R-1 residential to C-H Heavy Commercial (now CH). Rezoning to CG will allow new retail opportunities and remove the CH zoning which is incompatible with the adjacent residential apartments.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The subject lot is not located within any floodway or floodplain and there is no anticipated adverse impacts on the environment. A review of grading, drainage, and stormwater would be conducted at time of permitting, or at the platting stage of the property is subdivided.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Planning Staff believe there is a demonstrated community need for the associated Comprehensive Plan Amendment and associated rezoning. As indicated, the property has remained vacant since it was rezoned in 1972. A rezoning would provide additional retail opportunities and medical offices close to the existing residential area, avoiding the need to commute northwest to Knickerbocker Road to service their needs.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* If these applications are approved, future retail commercial uses would be consistent with the existing development pattern, utilizing Sunset Drive, a major collector street for access. This collector street functions

as an arterial street at 64 feet in width with two lanes of traffic on either side, a total of four lanes. This street can accommodate higher traffic volumes and Staff believes that given the width and functionality of this street, additional commercial development can be accommodated in this location.

Planning Commission Recommendation:

On September 16, 2019, the Planning Commission recommended unanimous **APPROVAL by a vote of 5-0** of an amendment to the City of San Angelo Comprehensive Plan, changing the east 5.9 acres from the Neighborhood Future Land Use to the Commercial Future Land Use; and recommend unanimous **APPROVAL by a vote of 5-0** of a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District on the entire 11.3374-acre tract. The following is the complete excerpt of the draft minutes from the September 16, 2019, meeting for this case:

Jeff Fisher, Principal Planner, presented the proposed Comprehensive Plan amendment and associated Rezoning. He explained that the applicant is applying to redesignate the east 5.9 acres of the property to Commercial to facilitate the Rezoning on the entire 11.3374 acres to CG. Mr. Fisher indicated that the applicant intended to construct a dental office on a portion of the property and use the remainder for future commercial development.

Mr. Fisher outlined Staff's rationale to approve the rezoning on the grounds that the Commercial designation and underlying CG zoning will provide a transition between the apartments and more intense uses to the west and south; that the property will be able to comply with the CG zoning; that the required six-foot high privacy fence will provide screening between the apartments and future commercial uses; and that the property has remained vacant since 1979 when it was rezoned to CH.

Vice Chair Spano opened public comment.

There was no public comment and Vice Chair Spano closed public comment.

Commissioner Brooks made a Motion to recommend APPROVAL of an amendment to the City of San Angelo Comprehensive Plan, changing the east 5.9 acres from the Neighborhood Future Land Use to the Commercial Future Land Use as presented. Commissioner Smith seconded the motion. The Motion passed unanimously 5-0.

Commissioner Jackson made a Motion to recommend APPROVAL of a rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District on the entire 11.3374-acre tract. Commissioner Smith seconded the motion. The Motion passed unanimously 5-0.

Recommendation:

Staff's recommendation is for **City Council** to:

1. **APPROVE** a Comprehensive Plan Amendment, changing the Future Land Use designation from "Neighborhood" to "Commercial" on the east 5.9 acres of the subject property.
2. **APPROVE** a Rezoning from the Heavy Commercial (CH) Zoning District to the General Commercial (CG) Zoning District for the entire 11.3374-acre property.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Zone Change Criteria Sheet
Applications



Comp. Plan Amendment and Rezoning

CP19-08 / Z19-18: BlaneK

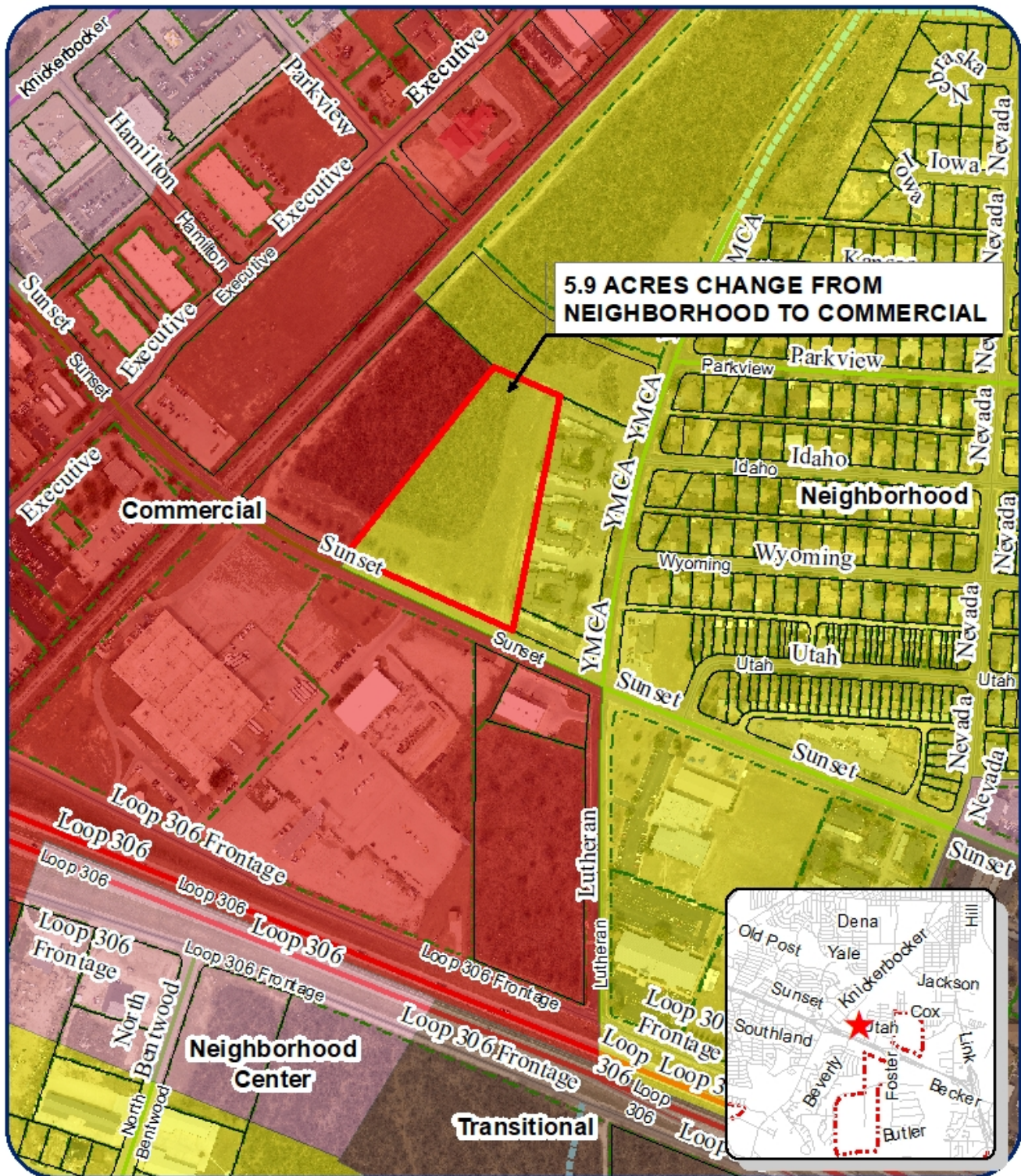
Council District: Tommy Hiebert -District 1
Neighborhood: Rio Vista
Scale: 1" approx. = 300 ft

Legend

Subject Properties: —
Current Zoning: **CH**
Requested Zoning Change: **CG**
Vision: **Commercial and Neighborhood**



An 11.3374-acre tract, portion of Tr. 2, Blk 1 of JCM Addition, Section 2



Amendment to Comprehensive Plan

CP19-02: BlaneK

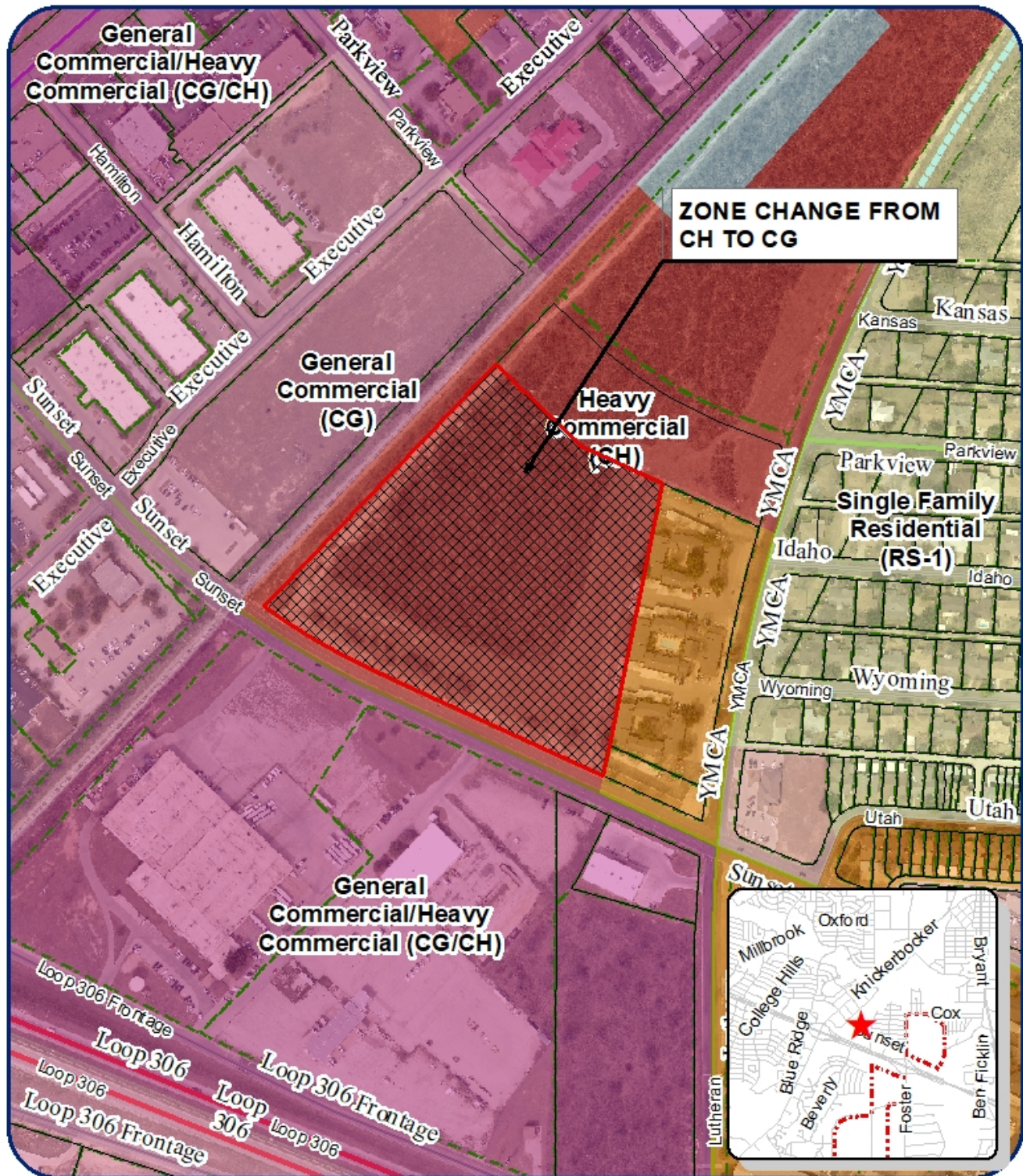
Council District: Tommy Hiebert - District 1
 Neighborhood: Rio Vista
 Scale: 1" approx. = 375 ft

Legend

Subject Properties: —
 Current Zoning: **CH**
 Vision: **Neighborhood**
 Requested Vision Change: **Commercial**



5.9 acres out of a 11.3374-acre tract, portion of Tr. 2, Blk 1 of JCM Addition, Section 2



Rezoning

Z19-18: Blanek

Council District: Tommy Hiebert - District 1
Neighborhood: Rio Vista
Scale: 1" approx. = 300 ft

Legend

Subject Properties: —
Current Zoning: **CH**
Requested Zoning Change: **CG**
Vision: **Commercial and Neighborhood**



An 11.3374-acre tract, portion of Tr. 2, Blk 1 of JCM Addition, Section 2

Photos of Site and Surrounding Area

WEST



EAST



SOUTH (GLAZERS)



EAST AT SUBJECT PROPERTY FACING APARTMENTS



NORTHWEST AT PROPERTY



NORTHEAST AT PROPERTY



Sec. 212. Amendments to Text or Official Zoning Map

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

1. Compatible with Plans and Policies. Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.

Compatible - West side already designated commercial. East will be redesignated to neighborhood center to support re-zoning.
Commercial

2. Consistent with Zoning Ordinance. Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.

CG & CM zoning will allow future retail - commercial development.

3. Compatible with Surrounding Area. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.

Proposed zoning - compatible with commercial and institutional uses in area. CG will provide transition between CG and apartment.

4. Changed Conditions. Whether and the extent to which there are changed conditions that require an amendment.

*Current zoning CH not appropriate
given apartments close by with door.*

5. Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

N/A

6. Community Need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.

*Area to East is heavy residential, so
would be beneficial for their needs*

7. Development Patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.

No anticipated change.

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Louis Blanek
☐ Owner ☐ Representative (Notarized Affidavit Required)
Mailing Address: 6841 Templeton Rd. Box P San Angelo TX 76904
City: San Angelo State: TX Zip Code: 76904
Contact Phone Number: 325-895-1070 Contact E-mail Address: ljb@7172@gmail.com
Subject Property Address: 11.3374 acres GCH Subd Sec 2 Tract 2 San Angelo, TX 76904
City: San Angelo State: TX Zip Code: 76904

Legal Description (can be found on property tax statement or at www.tamgreencad.com)

Existing Zoning: CH Proposed Zoning: CG+CH Lot size: 11.3374 acres
(Zoning Map available on City Maps) (see attached map)

Section 2: Site Specific Details

Existing Use of Property: Blank
*Proposed Use of Property: Retail Commercial Use
*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☐ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☐ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
<u>X Lewis J. BlaneK Jr.</u>	<u>[Signature]</u>	<u>X BlaneK Const. Inc</u>	<u>X 8/15/19</u>
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 8 / 15 / 19

Case No.: Z 19 - 15

Fully-dimensioned site plan: ☐ N/A

Nonrefundable fee: \$ 625.00

Receipt #: 339772 Date paid: 8 / 15 / 19

Sign Deposit \$37.50

Receipt #: _____ Date paid: 8 / 15 / 19

Affidavit attached? ☒ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☒ No If yes, ZCI case no.: _____

River Corridor Commission? ☐ Yes ☒ No If yes, RCC meeting date: _____

Planning Commission hearing date: 9 / 16 / 19 Date notifications due: _____

City Council hearing date: _____ Packets due date: _____

Publication date: _____

Reviewed/Accepted by: J. Fisher Date: 8 / 15 / 19

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue



Application for Request to Amend Comprehensive Plan

Section 1: Basic Information

Name of Applicant(s): Louis BlaneK

☐ Owner ☒ Representative (Notarized Affidavit Required)

Mailing Address: 6841 Templeline Rd. Bldg P San Angelo, TX 76904

Contact Phone Number: 325-895-1070 Contact E-mail Address: ljbj717@gmail.com

Subject Property Address: Unsurveyed 11.3374 acres JCH Subd. Sec 2 Tract 2 San Angelo, TX 76904

Lot Size: 5.9 out of 11.3374 Zoning: CH

Section 2: Site Specific Details

Existing Use of Property: Current: Sect 2.74 acres commercial

Proposed Use of Property: Sect 3.26 acres neighborhood center

Existing Comprehensive Plan Land Use Designation: Neighborhood

Requested Comprehensive Plan Land Use Designation: Neighborhood Center and Commercial

Reason(s) and justification(s) for requesting Comprehensive Plan Amendment:

Change from neighborhood center and commercial to facilitate zone changes to allow for retail development. Current CH zoning inappropriate for close by residential housing.

Effective January 3, 2017

Section 3: Applicant(s) Acknowledgement

Please initial the following:

_____ This process does NOT change the zoning on the property. Future applications filed for zone change will be evaluated by comparing the request against the Comprehensive Plan category, to insure consistency as required by the Local Government Code. This Code directs cities to make zoning decisions in accordance with this planning document.

_____ Filing of this application is simply a request that the Planning Commission consider an amendment to the Comprehensive Plan map. Both the Planning Commission and City Council have the option to determine no amendment is necessary. If amendment is deemed necessary, staff will recommend updates based on the facts and evidence collected, and in accordance with the principles of the Comprehensive Plan adopted in 2009.

_____ If approved, the Comprehensive Plan Amendment is applied to the property and runs with the land; it does not apply to the property owner(s).

_____ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a Comprehensive Plan Amendment request, the request must still go before City Council for final action.

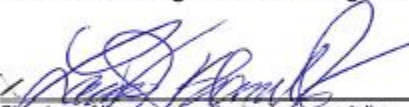
_____ If a Comprehensive Plan Amendment request is granted by City Council, a Zone Change application must still be filed to begin the rezoning process. While such applications may be filed concurrently, refund of a rezoning application fee is not possible; as such, it may be advisable to wait for a final decision on said Comprehensive Plan Amendment before proceeding with a rezoning request.

_____ Comprehensive Plan Amendments are not done on a property by property basis, since zoning is largely based upon anticipating & mitigating the effects and unintended consequences land uses have on their surroundings. The neighborhood or area where your property lies will be evaluated and studied by staff, the Planning Commission, and City Council.

_____ Areas will be examined no more than once per calendar year. The analysis, study, and evaluation by staff, the Planning Commission is a three month process; City Council must also adopt any changes.

_____ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.



Signature of licensee or authorized representative

✓ 8/15/19

Date

✓ Louis J. BlaneK Jr.

Printed name of licensee or authorized representative

✓ BlaneK Construction Inc

Name of business/Entity of representative

FOR OFFICE USE ONLY:

Case No.: CPA.: 19 -- 02

Planning Commission Date: 9 / 16 / 2019

City Council Date(s): ____ / ____ / ____

Non-Refundable Fee: \$ 625.00

Receipt #: _____

Date paid: 8 / 15 / 19

Reviewed/Accepted by: J. Fisher

Date: 8 / 15 / 19

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS LOCATED WEST OF THE INTERSECTION OF SUNSET DRIVE AND YMCA DRIVE BEING THE EAST 5.9 ACRES OF AN UNADDRESSED 11.3374-ACRE TRACT, FROM "NEIGHBORHOOD" TO "COMMERCIAL;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP-19-02

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designations of the following described parcels as outlined below:

The East 5.9 acres out of an 11.3374 acre tract in Tract 2, Block 1 of the J.C.M. Addition, Section Two, City of San Angelo, Tom Green County, Texas, generally located west of the intersection of Sunset Drive and YMCA Drive from “Neighborhood” to “Commercial;”

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **15th day of October, 2019**, and finally ADOPTED on this the **12th day of November, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

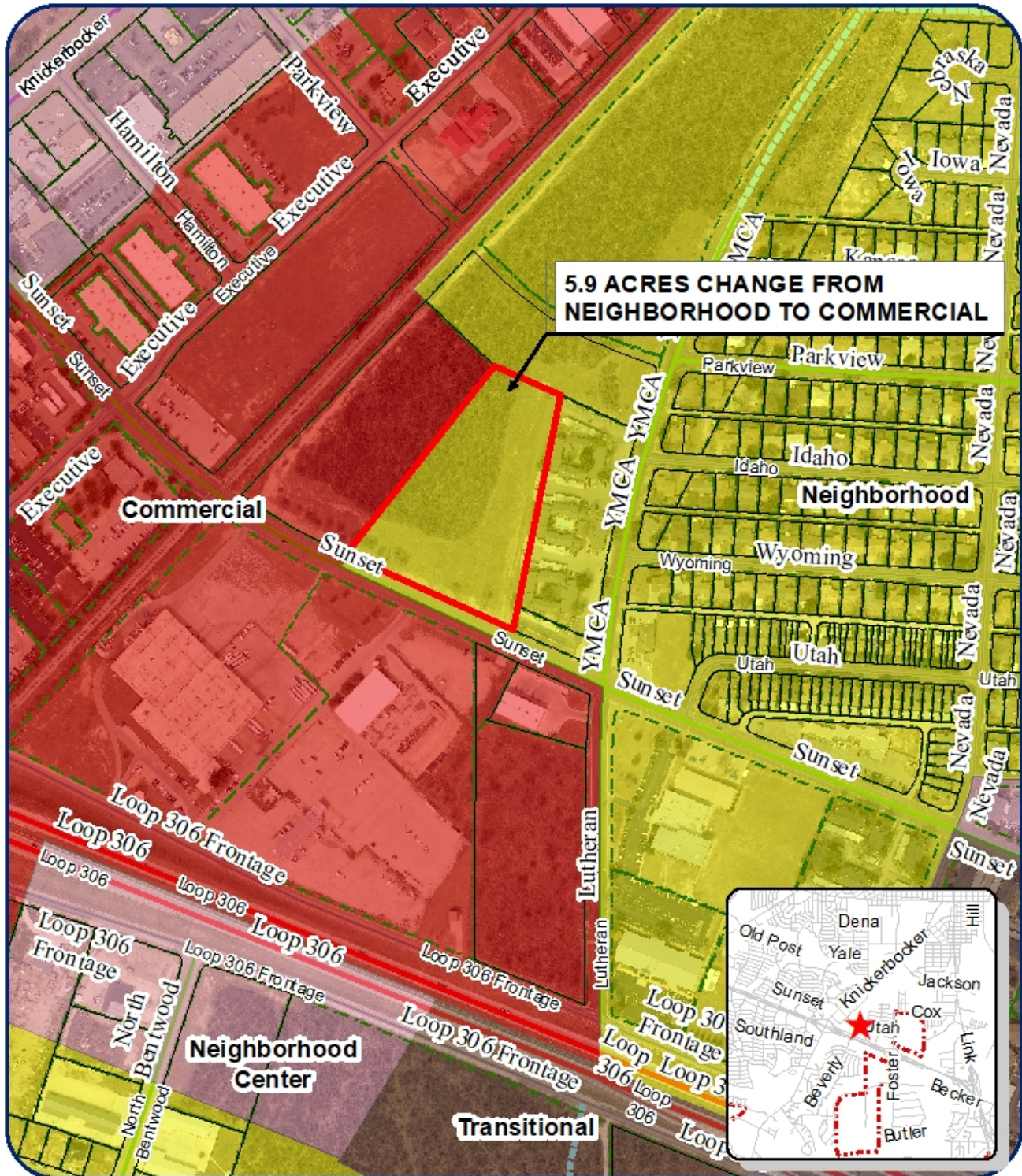
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Amendment to Comprehensive Plan

CP19-02: Blanek

Council District: Tommy Hiebert - District 1

Neighborhood: Rio Vista

Scale: 1" approx. = 375 ft

5.9 acres out of a 11.3374-acre tract, portion of Tr. 2, Blk 1 of JCM Addition, Section 2

Legend

Subject Properties: —

Current Zoning: **CH**

Vision: **Neighborhood**

Requested Vision Change: **Commercial**



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **11.3374 ACRES LOCATED WEST OF THE INTERSECTION OF SUNSET DRIVE AND YMCA DRIVE**, FROM THE HEAVY COMMERCIAL (CH) ZONING DISTRICT TO THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z19-15: Blanek

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial (CG) Zoning District; and,

WHEREAS, on the 15th day of October, 2019, City Council held a public hearing on Z19-15, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned GENERAL COMMERCIAL (CG) Zoning District:

The real property generally located west of the intersection of Sunset Drive and YMCA Drive, specifically being 11.3374 acres in Tract 2, Block 1 of the J.C.M. Addition, Section Two, City of San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED with public hearing on the **15th day of October, 2019**, and finally PASSED, on this the **12th day of November, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

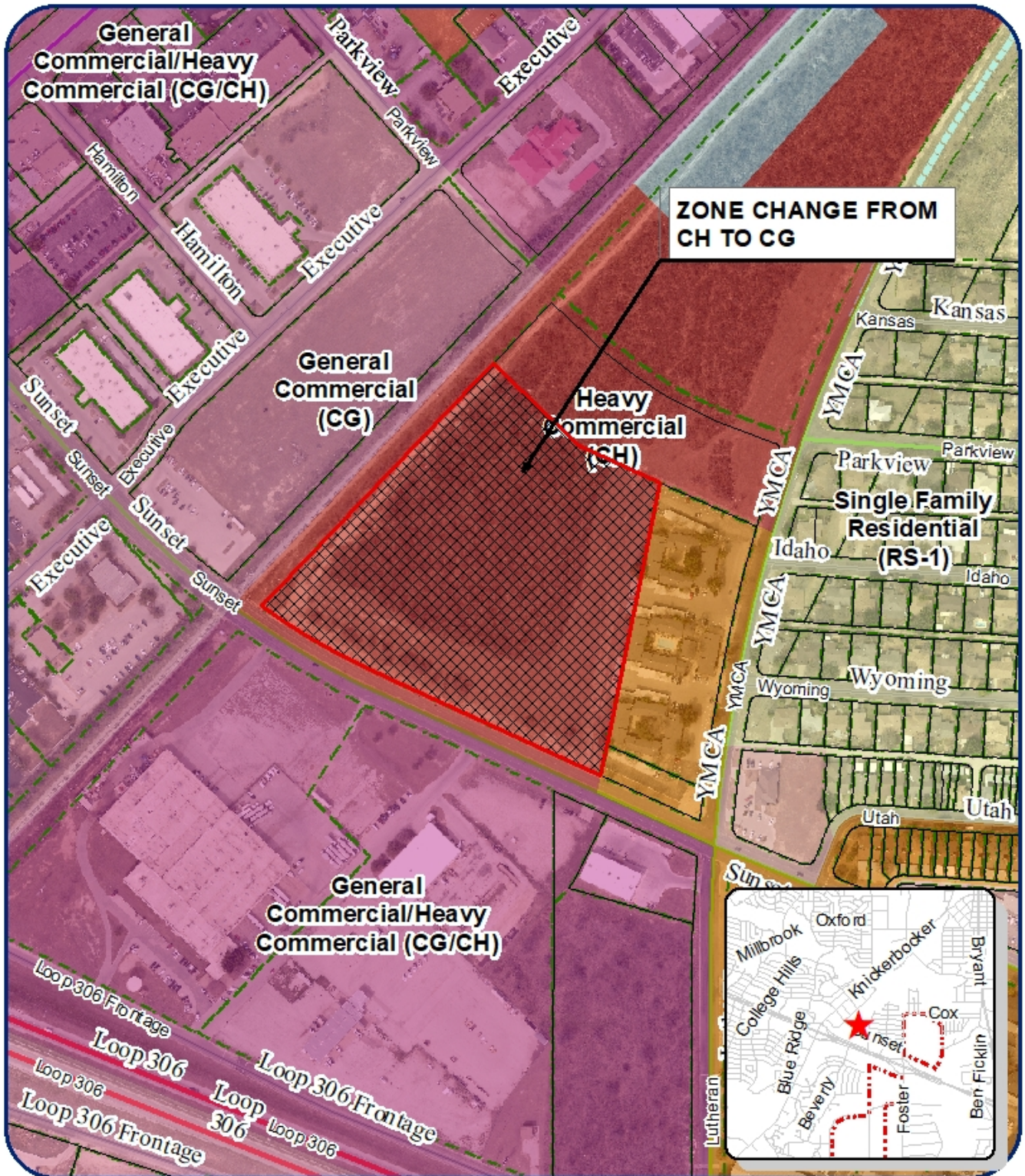
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

Z19-18: BlaneK

Council District: Tommy Hiebert - District 1

Neighborhood: Rio Vista

Scale: 1" approx. = 300 ft

An 11.3374-acre tract, portion of Tr. 2, Blk 1 of JCM Addition, Section 2

Legend

Subject Properties:

Current Zoning: CH

Requested Zoning Change: CG

Vision: Commercial and Neighborhood

N



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider items related to an amendment to PD19-04 to modify an approved off-site monument sign to allow a digital monument sign in the triangle generally bound by Sherwood Ave. to the north, W. Beauregard Ave. to the south, S. Tyler St. to the west and S. Harrison St. to the east, at 1909 W. Beauregard Ave.:

1. Consider an appeal of the Planning Commission's decision to deny the applicant's request for an amendment to Planned Development PD19-04

2. First reading and public hearing on an ordinance amending PD19-04

(Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant has submitted a request for an amendment to the Planned Development (PD19-04) Zoning District to allow for a two-sided digital monument sign at the triangle north of 1909 W. Beauregard and south of Sherwood Ave. between Tyler St. and Harrison St. which was defeated by a vote of the Planning Commission (2 in favor, 3 opposed). The applicant has appealed this decision to the City Council.

Financial Impact:

N/A

Other Information/Recommendation:

On September 16, 2019 a motion was made by Commissioner Self and seconded by Commissioner Jackson to approve the request (Commissioners Self and Jackson voted to approve; Commissioners Brooks, Spano, and Smith voted to oppose). Therefore, the motion to approve the amendment failed.

Attachments:

- | | |
|--------------------------------|--|
| 1. Staff Report (PD) | PD19-04 Amendment_Concho Collison CC_final.pdf |
| 2. Ordinance (19-04 Amendment) | Ordinance (19-04 Amendment).docx |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved

Julia Antilley

Final Approval

CITY COUNCIL – October 15, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Amendment to PD	PD19-04 Amendment: Concho Collision		
SYNOPSIS:			
The applicant has submitted a request for an amendment to the Planned Development (PD19-04) Zoning District to allow for a two-sided digital monument sign at the triangle north of 1909 W. Beauregard and south of Sherwood Ave. between Tyler St. and Harrison St. .			
LOCATION:		LEGAL DESCRIPTION:	
1909 W. Beauregard, 101, 103, 107 & 113 S Tyler, & alley plus triangle lying south of Sherwood Way & W. Beauregard Ave. to S. Colorado Ave. along W Tyler St. to S. Harrison St.		Being 2.38 acres described as: Blk. 189 Ward Subdivision a Resubdivision of Wards Annex that lies south of Sherwood way, north of Beauregard and east of Tyler; L 1-4 & alley & L 1 Blk. 190 Wards Annex; L 1-4, Blk. 3 VE Miller Resubdivision of Garrett Addition & alley.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND	SIZE:
SMD District 5 – Lane Carter Neighborhood: Santa Rita	Planned Development (PD19-04)	Neighborhood Center	2.38 acres
THOROUGHFARE PLAN:			
Sherwood Way – Urban Major Arterial Street, Provided: 90’ right-of-way, 64’ pavement W. Beauregard Ave. Urban Minor Arterial Street, Provided: 60’ right-of-way, 50 pavement Colorado Ave., S. Tyler St. & S Harrison St.– Urban Local Street, Provided: 50’ right-of-way, 40’ pavement or 30’ pavement on S. Tyler (some sidewalk)			
NOTIFICATIONS:			
43 notifications mailed within 200-foot radius August 26, 2019. Three notifications were received in favor and one against the request.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the amendment to the Planned Development Zoning District (PD19-04) to allow for a two side digital monument sign generally at 1909 W. Beauregard.			
PROPERTY OWNER/PETITIONER:			
Jim Osborn - owner			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Additional Information: The applicant rezoned this property in June of 2019 to the Planned Development District in order to combine his facilities and the new areas he purchased in order to expand his business. Also approved was a request to abandon the existing unpaved alley off S Tyler with the intent to acquire that property. The applicant has acquired the triangle piece at the Sherwood/Beauregard split that has a cement pad with the intent to have it landscaped and to have his business monument sign placed there. He is requesting to amend the existing Planned Development District to allow the sign approved at that location to be a digital sign instead of the original static design. The entire monument structure would be five feet high by ten feet wide. However, the digital face would be 3' 2" by 6' 4". The support structure would be stucco covered square light sand colored pillars with slightly darker caps holding the black surround frame that holds the digital sign. The sign and the landscaping are to follow this amendment procedure.

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request:

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The primary factor in the request for a Planned Development District zoning amendment is to create a unique monument sign that is a positive addition to this commercial area. The triangle piece between Beauregard and Sherwood Way will act as a landscaped entrance into this section of the commercial district and will tie Mr. Osborn's property together.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The existing uses and the applicants use for this property are consistent and compatible. The sign is intended to provide the best professional exposure for the business.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The applicant intends on continuing to expand in this area and to beautify the triangle entrance into this commercial section of Sherwood Way.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The applicant wants to be allowed to expand his original concept in a creative way that reflects positively on his business and this commercial area of the city.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated environmental impacts as a result of this zone change. The use is essentially the same and all of the original environmental/drainage plans are only minimally affected by the expansion.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The applicant believes there is a demonstrated need for the landscaped entrance of the triangle piece that provides the entrance into the Sherwood Way/Beauregard Ave. commercial street split area and wants his monument sign to reflect this commercial center.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The requested amendment is anticipated to have no impact on the pattern of urban development in this area.

Recommendation:

Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of the proposed amendment to the Planned Development Zoning District (PD19-04), on the subject property with a digital monument sign generally at 1909 W. Beauregard with the following **four** conditions:

1. One monument sign will be permitted in the triangle entrance property where Beauregard Avenue and Sherwood Way split. The approved sign must generally match the design attached to this PD package pertaining to size, height and placement.
2. Due to its position, shape, color, format, or illumination, it cannot create an unsafe distraction for motor vehicle operations.
3. The sign copy shall be displayed for a minimum of eight (8) seconds.
4. The sign shall include photocell technology to control and vary the intensity of lighting depending on the amount of ambient light that is present (e.g. daytime, nighttime, cloudy conditions). The intensity of the lighting shall not exceed three hundred (300) nits from dusk until dawn.

Planning Commission Recommendation:

On September 16, 2019, the Planning Commission **failed to approve by a vote of 2-3** of an amendment to Planned Development (PD19-04) to modify an approved off-site monument sign. The following is the complete excerpt of the draft minutes from the September 16, 2019, meeting for this case:

Sherry Bailey, Principal Planner, presented the proposed amendment to allow a new monument sign. She explained that the Planning Commission has approved the original PD which allowed a previous static monument sign and the new monument sign will be digital on a stucco base. Ms. Bailey displayed a graphic showing the proposed location of the new sign in a triangle along West Beauregard Avenue. She explained that the applicant will also landscape the sight triangle.

Ms. Bailey outlined Staff's rationale to approve the PD amendment with four conditions of approval as presented, on the grounds that the request is in keeping with the intent of the City's Comprehensive Plan; that the sign will meet ordinance requirements; that the applicant is working on landscaping the triangle; and the sign will reflect positively in this commercial area.

Commissioner Jackson asked how tall the sign was.

Ms. Bailey responded that the sign is five feet tall including the base.

Vice Chair Spano expressed concerns whether this sign was a good idea given its location in the triangle and drivers trying to traverse this triangle.

Commissioner Brooks indicated that he did not see a blind spot.

Ms. Bailey indicated that the Planning Commission already approved a previous sign about the same size as this one.

Mr. Jon James, Planning and Development Services, indicated that staff was concerned about the digital nature of the sign and traffic distractions. He explained that this is why staff recommended the sign be limited to the same static image for at least eight seconds.

Vice Chair Spano explained that even if the sign was not illuminated that he would still have concerns.

Hillary Bueker, Planning Manager, indicated that the digital sign area is only six square feet, and that the Commission already approved a sign with the original PD but that it was not digital.

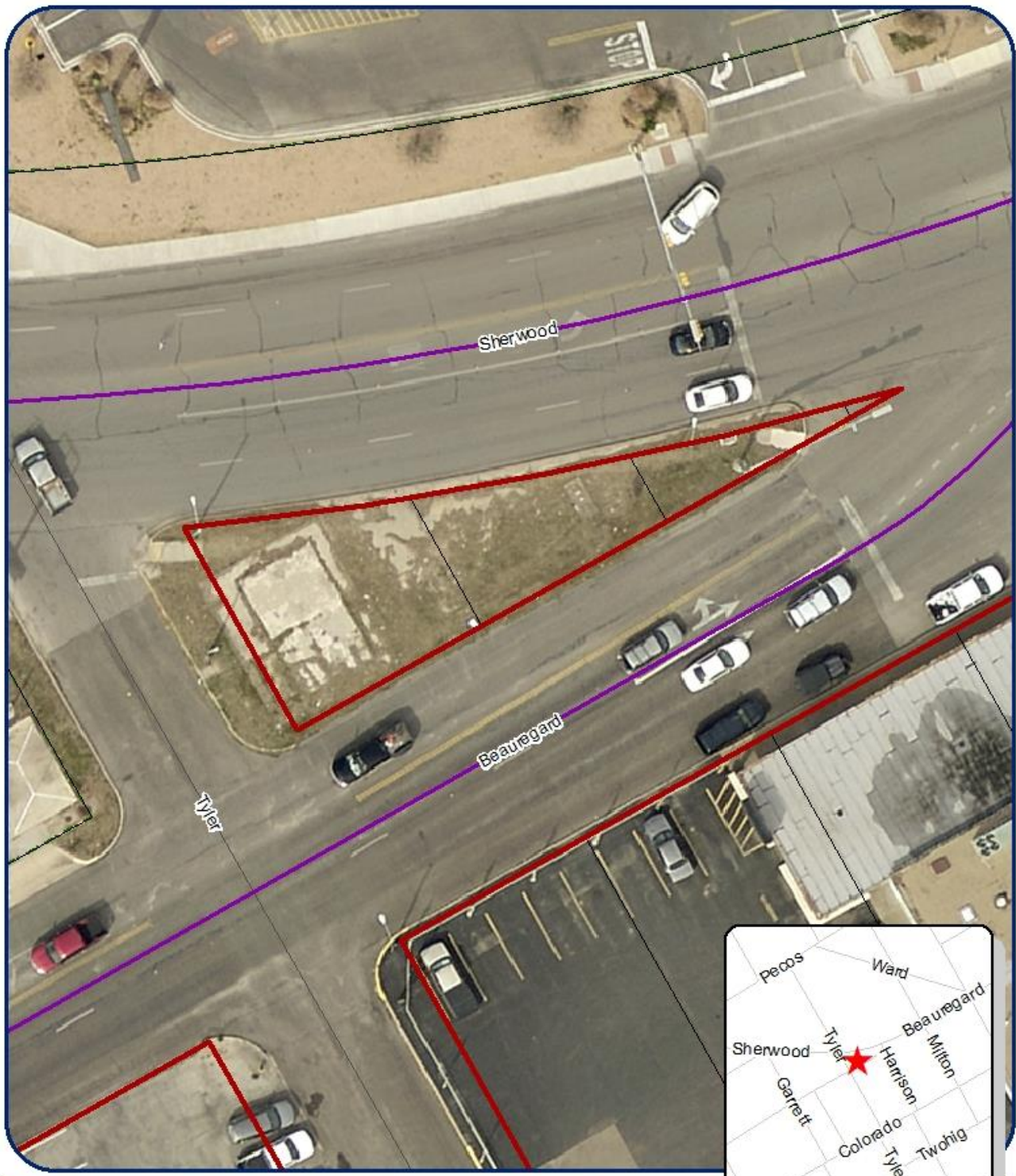
Vice Chair Spano opened public comment.

There was no public comment and Vice Chair Spano closed public comment.

Commissioner Self made a Motion to recommend APPROVAL of an amendment to a Planned Development (PD19-04) to modify an approved off-site monument sign subject to the four conditions of approval as presented. Commissioner Jackson seconded the motion. The Motion FAILED 2-3 and the item was not approved, with Vice Chair Spano, Commissioners Brooks and Smith voting against.

Attachments:

Aerial Map Zoom In
Aerial Map Overall
Future Land Use Map
Zoning Map
Notification Map
Proposed sign Exhibits
Photos
Application



Future Land Use PD19-04: Amendment

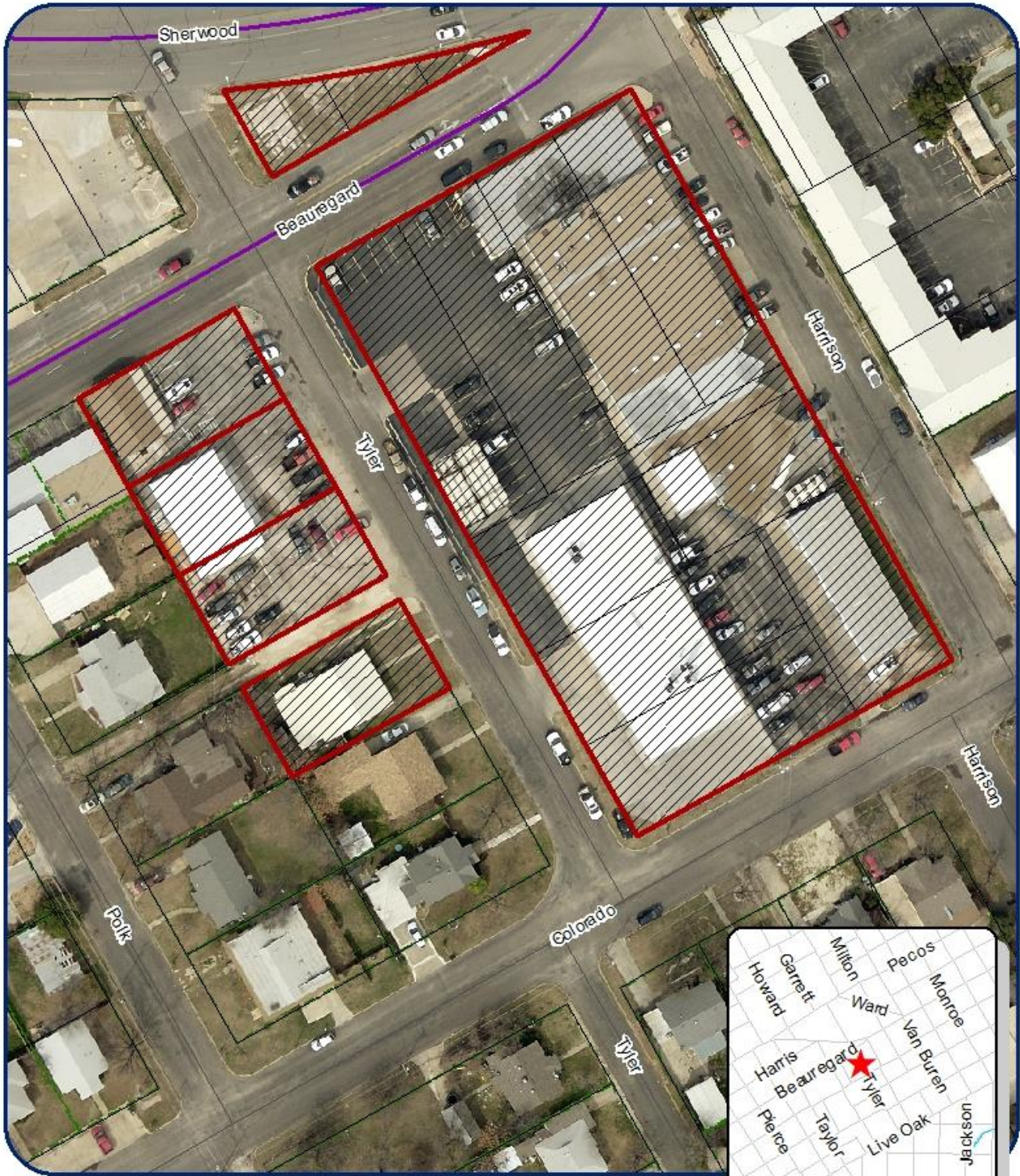
Concho Collision
Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 30 ft

1909 W Beauregard Ave - Sign site

Legend

Subject Properties: 
Current Zoning: **CG/CH**
Requested Zoning Change: **Planned Development**
Vision: **Neighborhood**





Location Map PD19-04: Amendment

Concho Collision
Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 70 ft

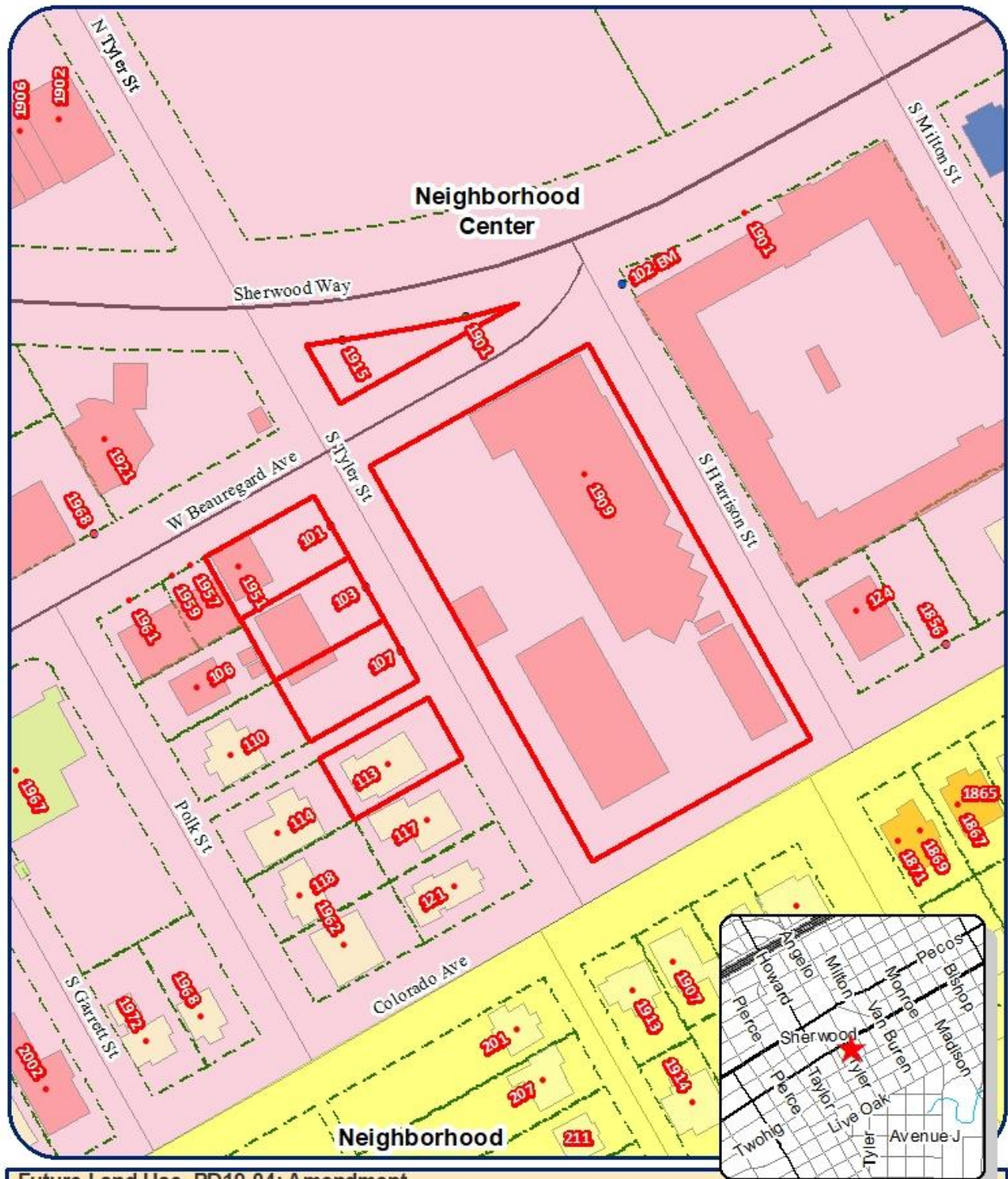
1909 W Beauregard Ave

Legend

Subject Properties: 
Current Zoning: **CG/CH**
Requested Zoning Change: **Planned Development**
Vision: **Neighborhood**

N





Future Land Use PD19-04: Amendment

Concho Collision

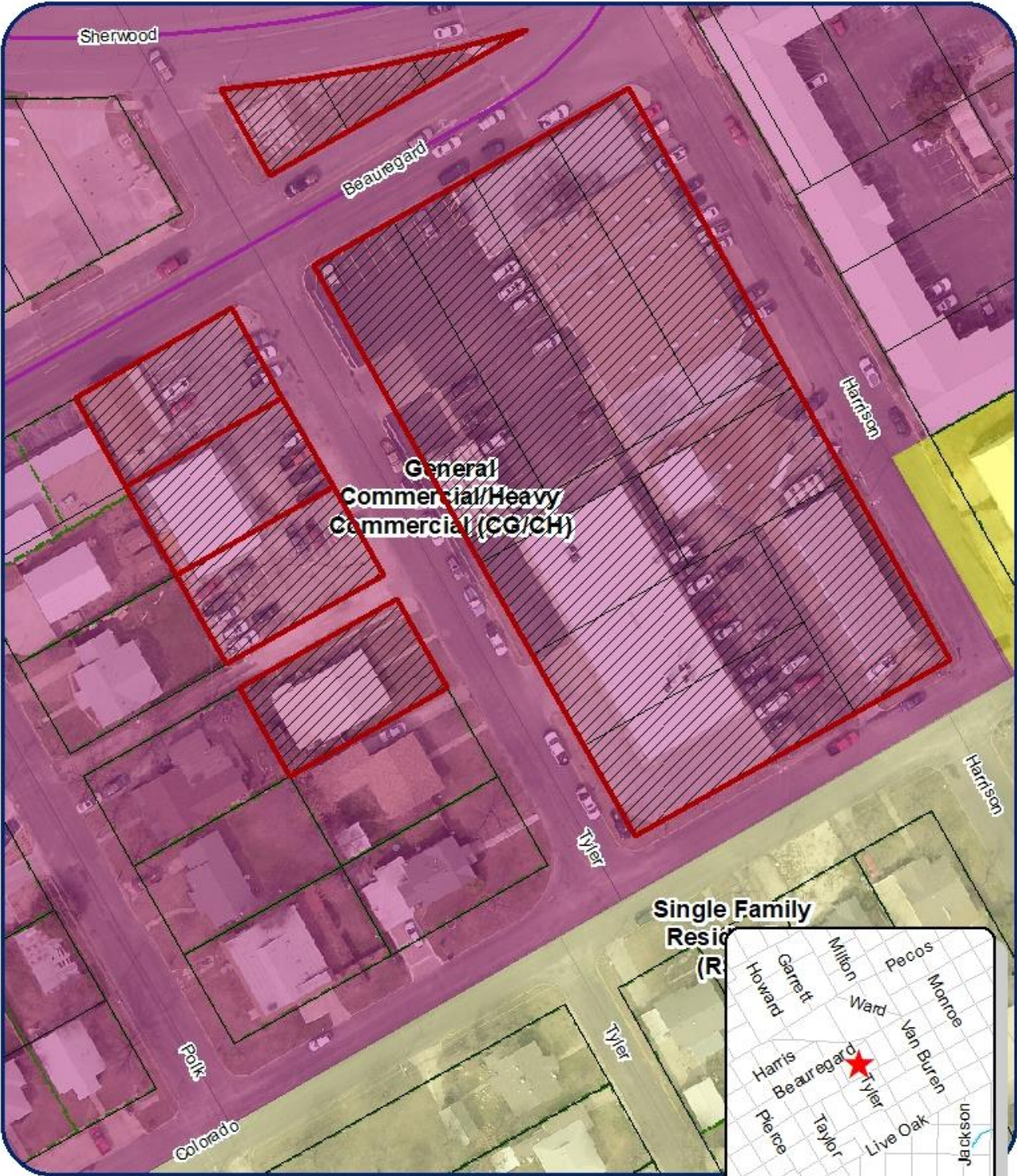
Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 100 ft

1909 W Beauregard Ave - Sign site

Legend

Subject Properties:
Current Zoning: **CG/CH**
Requested Zoning Change: **Planned Development**
Vision: **Neighborhood Center**





Zoning Map PD19-04: Amendment

Concho Collision

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 70 ft

1909 W Beauregard Ave

Legend

Subject Properties: 
Current Zoning: **CG/CH**
Requested Zoning Change: **Planned Development**
Vision: **Neighborhood**



PD19-04 Amendment: Concho Collison
Sign Amendment to PD 19-04
 Council District 5 - Lane Carter
 Neighborhood: Santa Rita
 Scale: 1" approx. = 125 ft

Legend
 Subject Properties:
 Current Zoning: **PD**
 Requested Zoning Change: **NA**
 Vision: **NC & GC**

Triangle north of Beauregard Ave., south of Sherwood Way, east of Tyler St. and west of Harrison St



5'H x 10'W

Sign Size
3'2" x 6'4"





3534 Sherwood Way
San Angelo Texas 76901
325-949-7168
www.allaboutsignstx.com



August 12th, 2019

Order Item	Product																																						
1	FLEX V-Series: Outdoor 16mm RGB 60x120 Double Face Low Power - Reduced costs for electrical service from initial setup through the lifetime of operation of the display. Flex Module - Uniform module size across all models allows for future upgrades of display. Upgrade from single color to full color or to an improved resolution. Cloudware Software - Collaborate with your team on creating and scheduling content anywhere/anytime with access via PC, MAC, IPAD, or Mobile Device Easy-to-use intuitive application built to meet any need; from simple scheduling and content creation to integrated live information (RSS and other feeds) and advanced scheduling (conditional messages based on temperature, weather, and more). Emergency Alerts - Amber Alerts and more using FEMA IPAWS (Integrated Public Alert Warning System) service. Enable automatic amber/silver, severe weather, local, state, and federal emergency alerts. No manual entry required (no delays or incorrect information when it matters most). Flex V-Series Full Color Outdoor Display Display Specifications <table> <tr><td>Physical Pitch.....</td><td>16mm</td></tr> <tr><td>Physical Matrix.....</td><td>60x120</td></tr> <tr><td>Virtual Pitch.....</td><td>8mm</td></tr> <tr><td>Virtual Matrix.....</td><td>120x240</td></tr> <tr><td>LEDs Per Pixel.....</td><td>R1G1B1</td></tr> <tr><td>Cabinet Dimensions.....</td><td>3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.</td></tr> <tr><td>Active Display Area.....</td><td>3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.</td></tr> <tr><td>Est. Weight per Face.....</td><td>228.16 lbs.</td></tr> <tr><td>Square Feet per Face.....</td><td>19.84</td></tr> <tr><td>Service Access.....</td><td>Front Service, Rear Service Available on Request</td></tr> </table> Display Capabilities <table> <tr><td>Color Capability.....</td><td>281 Trillion Colors</td></tr> <tr><td>Viewing Angle.....</td><td>160 Degrees Horizontal</td></tr> <tr><td>Brightness.....</td><td>>= 10,000 NITS</td></tr> </table> Electrical Specifications <table> <tr><td>Max. Load 120.....</td><td>5.7 Amps per Face</td></tr> <tr><td>Typical Load 120.....</td><td>1.7 Amps per Face</td></tr> <tr><td>Max. Load 240.....</td><td>2.8 Amps per Face</td></tr> <tr><td>Typical Load 240.....</td><td>0.8 Amps per Face</td></tr> </table> Default Input Voltage..... 120V AC Single Phase Input Power Only Warranty Coverages <table> <tr><td>Parts Warranty Period.....</td><td>7 Years</td></tr> <tr><td>On-Site Service Period.....</td><td>7 Years</td></tr> </table>	Physical Pitch.....	16mm	Physical Matrix.....	60x120	Virtual Pitch.....	8mm	Virtual Matrix.....	120x240	LEDs Per Pixel.....	R1G1B1	Cabinet Dimensions.....	3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.	Active Display Area.....	3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.	Est. Weight per Face.....	228.16 lbs.	Square Feet per Face.....	19.84	Service Access.....	Front Service, Rear Service Available on Request	Color Capability.....	281 Trillion Colors	Viewing Angle.....	160 Degrees Horizontal	Brightness.....	>= 10,000 NITS	Max. Load 120.....	5.7 Amps per Face	Typical Load 120.....	1.7 Amps per Face	Max. Load 240.....	2.8 Amps per Face	Typical Load 240.....	0.8 Amps per Face	Parts Warranty Period.....	7 Years	On-Site Service Period.....	7 Years
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2	Triple Threat Plus: Wireless Ethernet Kit Included for all orders submitted before July 31, 2019 as part of the Triple Threat Plus Promotion. Secure 802.11 a/n 5.4 GHz Wireless Communications Kit. Transmit messages to a Vantage LED display without the need to run additional communications cable. Max. Range up to 1,000 feet* Includes: (1) Wireless Access Point (Sign End) (1) Wireless Client Bridge (Computer End) (2) Mounting Brackets (2) 25 ft. Outdoor Rated CAT5e Cables * Requires a Clear Line of Sight between the antennas for optimum operation.																																						



3534 Sherwood Way
San Angelo Texas 76901
325-949-7168
www.allaboutsingstx.com



August 12th, 2019

-
- 4 Triple Threat Plus: 7 Year SM Content
Content Creation Packages
Packages below are per LED Digital Display location (single or multiple sided). A point system is used to purchase custom Static Images and Animations.
Point Values: Static Images: 50 points | Animations: 100 points (length of 8 seconds)
- Silver: 500 Base Points per month
- After the initial term the customer may continue at the rates published at the time of renewal.
- Static Images: 50 Points each.
Animations: 100 Points each. Maximum of (8) seconds duration.
-

CONCHO COLLISION OPERATION AND PROPERTY



MAIN STRUCTURE AND OFFICE



STRUCTURE OFF TYLER



TRIANGLE AREA AT SHERWOOD AND BEAUREGARD – WALMART ACROSS SHERWOOD

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Concho Collision

☒ Owner ☐ Representative (Notarized Affidavit Required)

Mailing Address: 1909 W. Beauregard San Angelo TX 76901

City State Zip Code

Contact Phone Number: 325-947-9473 Contact E-mail Address: Jim@ConchoCollision.com

Subject Property Address: 1915 W. Beauregard San Angelo TX 76901

City State Zip Code

Legal Description (can be found on property tax statement or at www.tamgreencad.com):
All Block 189, John A. Wards Resubdivision of World's Annex
City of San Angelo, Tom Green County Texas Vol 1 pg. 391

Existing Zoning: Planned Development Proposed Zoning: PD Amendment Lot size: _____

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: None

*Proposed Use of Property: Monument LED Signage And Beautification Project

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement
(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☐ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☐ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☐ If approved, a zone change is applied to the property, not the property owner.

☐ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☐ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☐ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☐ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☐ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Owner Name (Print) Jim Osborn Signature [Signature] Company/Organization (If Applicable) Concho Collision Date 8-13-19

Representative Name (Print) _____ Signature _____ Company/Organization _____ Date _____

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: 8/14/19

Case No.: Z 19-15

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 225+125 Receipt #: 339781 Date paid: 8/19/19

Sign Deposit \$37.50 ZC Receipt #: 339776 Date paid: 8/19/19

Affidavit attached? ☐ Yes ☐ No ☒ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☒ Yes ☐ No If yes, ZCI case no.: _____

River Corridor Commission? ☐ Yes ☒ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 9/16/2019 Date notifications due: ____/____/____

City Council hearing date: 10/15/2019 Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: _____ Date: ____/____/____

All properties in question for Planned Development

Legal: Acres: 1.630, Lot: 1 THRU 4 & ALLEY ADJ ON SOUTH & LOTS 1, Blk: 190,
Subd: WARDS ANNEX

Situs: BEAUREGARD 1909 W (Concho Collision main lot)

Legal: Acres: 0.130, Lot: 3, Blk: 3, Subd: MILLER V E OF GARRETT ADN, *** FKA
101 S TYLER ***

Situs: BEAUREGARD 1951 W (1 of 3 lots across street from main location)

Legal: Acres: 0.130, Lot: 1, Blk: 3, Subd: MILLER V E OF GARRETT ADN, *** FKA
101 S TYLER ***

Situs: BEAUREGARD 1951 W (1 of 3 lots across street from main location)

Legal: Acres: 0.130, Lot: 1, Blk: 3, Subd: MILLER V E OF GARRETT ADN, *** FKA
101 S TYLER ***

Situs: BEAUREGARD 1951 W (1 of 3 lots across street from main location)

Legal: Acres: 0.130, Lot: 4, Blk: 3, Subd: MILLER V E OF GARRETT ADN

Situs: TYLER 113 S (house to be removed) next to alley to be abandoned

Triangle that separates Sherwood way and Beauregard

AN ORDINANCE AMENDING THE PLANNED DEVELOPMENT ZONING DISTRICT PREVIOUSLY APPROVED ON JULY 2, 2019, CONCERNING THE FOLLOWING PROPERTY: **Being 2.38 ACRES LOCATED SOUTH OF W. BEAUREGARD AVE., NORTH OF COLORADO AVE., ALONG W TYLER ST. TO HARRISON ST. AND ENCOMPASSING THE TRIANGLE AT THE W. BEAUREGARD AND W SHERWOOD WAY SPLIT** TO ALLOW FOR AN OFF-SITE TWO-SIDED DIGITAL MONUMENT SIGN; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD19-04 Amendment: Concho Collision

WHEREAS, PD 19-04 received final approval from the Planning Commission on May 20, 2019, and by City Council thereafter on July 2, 2019;

WHEREAS, as part of the prior approval, a single off-site monument sign was permitted on the property, but applicant seeks to amend PD 19-04 to instead allow for an off-site two-sided digital monument sign;

WHEREAS, on September 16, 2019, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to deny the proposed Planned Development Zoning District Amendment to allow for an off-site two-sided digital monument sign;

WHEREAS, on October 15, 2019, City Council held a public hearing on the proposed amendment to PD19-04, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: PD 19-04, as previously approved by City Council on July 2, 2019, is hereby amended to allow for an off-site two-sided digital monument sign to be placed in the triangle at the W. Beauregard and W. Sherwood Way split at the following described property:

The real property being Lots 1 through 8 and the adjacent alley right-of-way , Blk. 190, Re-subdivision of Wards Annex; Lots 1through 4, Blk. 3, VE Miller Re-subdivision of Garrett Add.; and all of Blk. 189 Re-subdivision of Wards Annex that lies South of Sherwood Way, North of Beauregard Ave. and East of Tyler St. City of San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance (“PD” Boundary Map Showing Sign Placement).

SECTION 3: Except as otherwise specified or limited herein, the use and development of the subject property shall generally conform to the General Commercial Zoning District.

SECTION 4: The use of the hereinabove described property shall be subject to all applicable regulations contained in the original Ordinance approving PD 19-04 on July 2, 2019, the regulations contained herein, and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 5. One off-site two-sided digital monument sign will be permitted in the triangle entrance property where Beauregard Avenue and Sherwood Way split. The approved sign must generally match the design incorporated in the Council Staff Report PD package presented to City Council and pertaining to size, height and message limited

to Concho Collision.

SECTION 6. Due to its position, shape, color, format, or illumination, it cannot create an unsafe distraction for motor vehicle operations.

SECTION 7. The sign copy shall be displayed for a minimum of eight (8) seconds provided, Planning Commission shall have the authority to increase the display time if the sign will be located within one hundred (100) feet in any direction of another electronic message display and traffic safety concerns are raised.

SECTION 8. The sign shall include photocell technology to control and vary the intensity of lighting depending on the amount of ambient light that is present (e.g. daytime, nighttime, cloudy conditions). The intensity of the lighting shall not exceed three hundred (300) nits from dusk until dawn.

SECTION 9. The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 10: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **12th day of November, 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **19th day of November, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

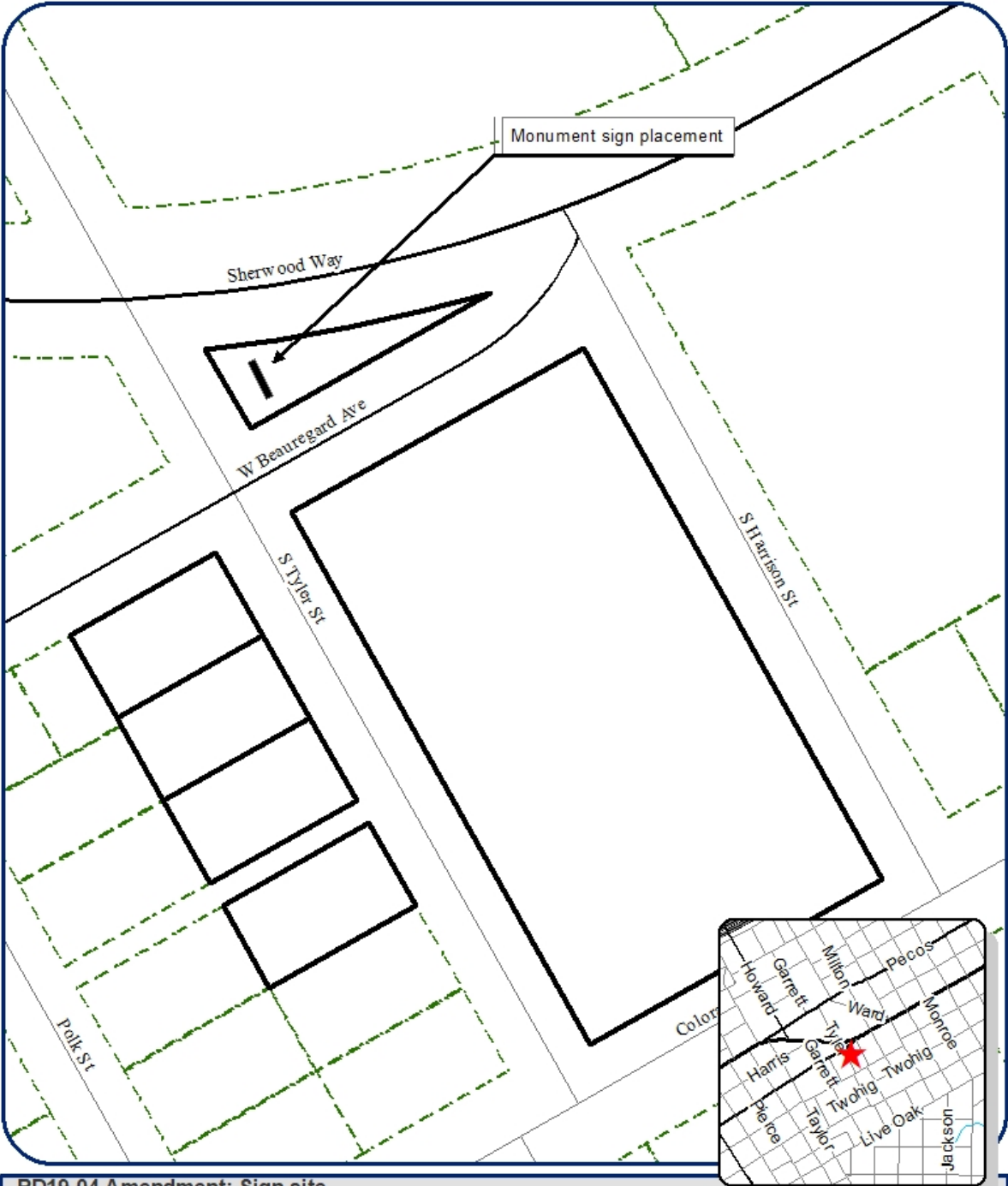
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit “A” (PD Boundary Map Showing Sign Placement)



PD19-04 Amendment: Sign site
Concho Collision
Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 75 ft

Legend

Subject Properties:	CG/CH
Current Zoning:	Planned Development
Requested Zoning Change:	Neighborhood Center
Vision:	

1909 W Beauregard Ave - Sign site

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider a resolution approving case SU19-04, a Special Use to allow a Nursing Home on property zoned Heavy Commercial (CH), being 8.25 acres generally located on YMCA Dr., 850-ft northwest of the intersection of YMCA Dr. and Sunset Dr. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant has applied for a Special Use on the subject property to allow 119 bed Skilled Nursing facility in the Heavy Commercial Zoning District located on YMCA Drive. A Skilled Nursing facility (nursing home) use is not allowed by right in the current zoning district but can be allowed through an approved Special Use.

Financial Impact:

N/A

Other Information/Recommendation:

At their October 21, 2019 meeting the Planning Commission voted unanimously to recommend approval of the request. (7-0)

Attachments:

- | | |
|----------------------------|------------------------------|
| 1. CC Staff Report SU19-04 | CC Staff Report SU19-04.docx |
| 2. Exhibit 2 | Exhibit 2.pdf |
| 3. SU19-04 Resolution | SU19-04 Resolution.docx |

Presentation:

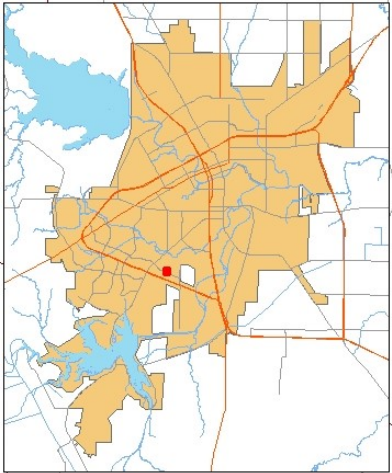
Jon James

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

City Council – November 12, 2019
STAFF REPORT



APPLICATION TYPE:		CASE:	
Special Use		SU19-04: RW Senior Housing	
SYNOPSIS:			
The applicant has applied for a Special Use on the subject property to allow 119 bed Skilled Nursing facility in the Heavy Commercial Zoning District located on YMCA Drive. A Skilled Nursing facility (nursing home) use is not allowed by right in the current zoning district but can be allowed through an approved Special Use.			
LOCATION:		LEGAL DESCRIPTION:	
YMCA Drive; 850 feet northwest of the intersection of YMCA Drive and Sunset Drive.		Tract 3 & south 1/2 of former Parkview Street, Block 1, Section 2, J C M Addition; 5.13 Acres out of a 22.517 acre tract & north 1/2 of former Parkview Street, Block 2, Section 2, J C M Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #1 – Tommy Hiebert Neighborhood – Rio Vista	Heavy Commercial (CH)	Neighborhood	8.25 acres
THOROUGHFARE PLAN:			
YMCA Drive – Urban Minor Collector Street, 60' ROW Required – 80' Provided, 50' Pavement Required – 48' Provided			
NOTIFICATIONS:			
17 notifications mailed within 200-foot radius on September 30, 2019. Three received in favor and none against.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Special Use request to allow the Skilled Nursing Facility in the Heavy Commercial Zoning District on the subject property located on YMCA Drive, subject to Four Conditions of Approval .			
PROPERTY OWNER/PETITIONER:			
RW Senior Housing Development, LLC			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Additional Information. This group has been looking for a site in San Angelo for over a year. They have a number of facilities in Texas and surrounding states with a focus on communities around the size of San Angelo or just a little smaller. Under San Angelo's present Zoning Code no zoning districts allow nursing homes or assisted living facilities by right but all require a special use application.

1. **Impacts Minimized. Whether and the extent to which the site plan minimizes adverse effects, including adverse visual impacts, on adjacent properties.** The conceptual site plan shows the facility setback on the property with a circular fire lane/drive and the parking placed between the facility and YMCA Drive. The general look of the facility is more commercial in nature which matches the zoning, but the facility will be single story and landscaped. The impact on the properties across YMCA Drive should be minimal.
2. **Consistent with Zoning Ordinance. Whether and the extent to which the proposed special use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.** The property in question is zoned Heavy Commercial, however the use of nursing home (Skilled Nursing Facility) is not an allowed use in any zoning district. Therefore, a Special Use designation is the only approach to allow this use. The intensity of the nursing facility is much less than the allowed Heavy Commercial use so any impact is negated.
3. **Compatible with Surrounding Area. Whether and the extent to which the proposed special use is compatible with existing and anticipated uses surrounding the subject land.** Directly south of the proposed facility is a large apartment complex, and across YMCA Drive is single family housing. The traffic generated currently by the apartment complex is much greater than that that will be generated by the Skilled Nursing Facility. There will be no loud parties or outdoor gatherings at this facility similar to those one would expect at an apartment complex. With the existing zoning Heavy Commercial the possibility of more incompatible uses than the Skilled Nursing Facility could have occurred. The nursing home is residential in nature with a less intrusive nature.
4. **Traffic Circulation. Whether and the extent to which the proposed special use is likely to result in extraordinarily prolonged or recurrent congestion of surrounding streets, especially minor residential streets.** The existing apartment complex which fronts on both YMCA Drive and Sunset Drive already generates traffic impacts to the area so the proposed use will not greatly increase the existing traffic circulation. Sunset Drive and YMCA Drive are both collector streets that were designed to handle major traffic generators.
5. **Effect on Natural Environment. Whether and the extent to which the proposed special use would result in significant adverse impacts on the natural environment, including but not limited to water or air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** Staff does not believe the proposed facility will create any negative environmental affects, once constructed. The construction and site runoff will be handled through existing ordinances and state requirements.

6. **Community Need. Whether and the extent to which the proposed special use addresses a demonstrated community need.** If approved, the Special Use would provide a nursing home facility that is intended for middle income and Medicare qualified cliental. That is a demographic that is missing in the existing available facilities. With the ever increasing older population the need is apparent.
7. **Development Patterns. Whether and the extent to which the proposed special use would result in a logical and orderly pattern of urban development in the community.** Current development patterns would not change. The new proposed use will be using existing streets but not generating significantly larger traffic volumes.

Recommendation:

Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of the Special Use to allow a Skilled Nursing Facility in the Heavy Commercial zoning district, subject to **Four Conditions of Approval**.

1. As part of the site plan review process, prepare and submit plans for approval, illustrating the proposed installation of sidewalks along YMCA Drive, and complete the installation in accordance with the approved version of these plans.
2. Submit, obtain approval, and record a subdivision plat meeting all requirements of the Land Development and Subdivision Ordinance for the proposed 8.25 acre site which may include extending utilities, dedicating and improving YMCA Dr.
3. Any proposed signage must be submitted to the Building and Inspections Division for a sign permit which must comply with the standards in the City of San Angelo Sign Ordinance.
4. Submit and obtain approval of a landscape plan for the subject property.

Planning Commission Recommendation:

SU19-04 RW Senior Housing

A request for approval of a Special Use to allow a Nursing Home on property zoned Heavy Commercial (CH), being 8.25 acres generally located on YMCA Drive, 705 feet northwest of the intersection of YMCA Drive and Sunset Drive.

Sherry Bailey, Principal Planner, indicated that the applicant is requesting a Special Use to allow a 119-unit Skilled Nursing Facility on the subject property, subject to four conditions of approval as presented. She outlined Staff's rationale to approve the Special Use on the grounds that the design is commercial in nature yet single-story with landscaping to minimize visual impacts; that the use will be less intense than most heavy commercial uses and more consistent with the surrounding residential character of the area; that the proposed use will have a low traffic generation; and that the facility will serve a community need for the middle income and Medicare clientele. Ms. Bailey further indicated that three notices were received in favor, and zero against.

Chair Stribling opened public comment.

Mr. Ray Watt, representing the applicant, indicated that he was available for questions.

Chair Stribling closed public comment.

Commissioner Jackson made a Motion to recommend APPROVAL of a Special Use to allow a Nursing Home on the subject property, subject to the four conditions as presented. Commissioner Smith seconded the motion. The Motion passed unanimously 7-0.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Notification letter
Site Concept Plans
Application



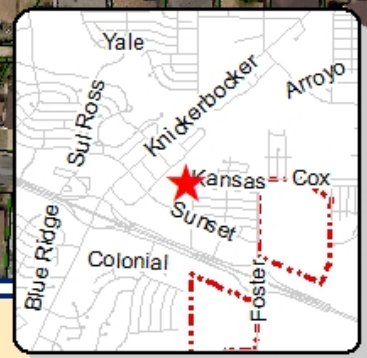
Special Use Application

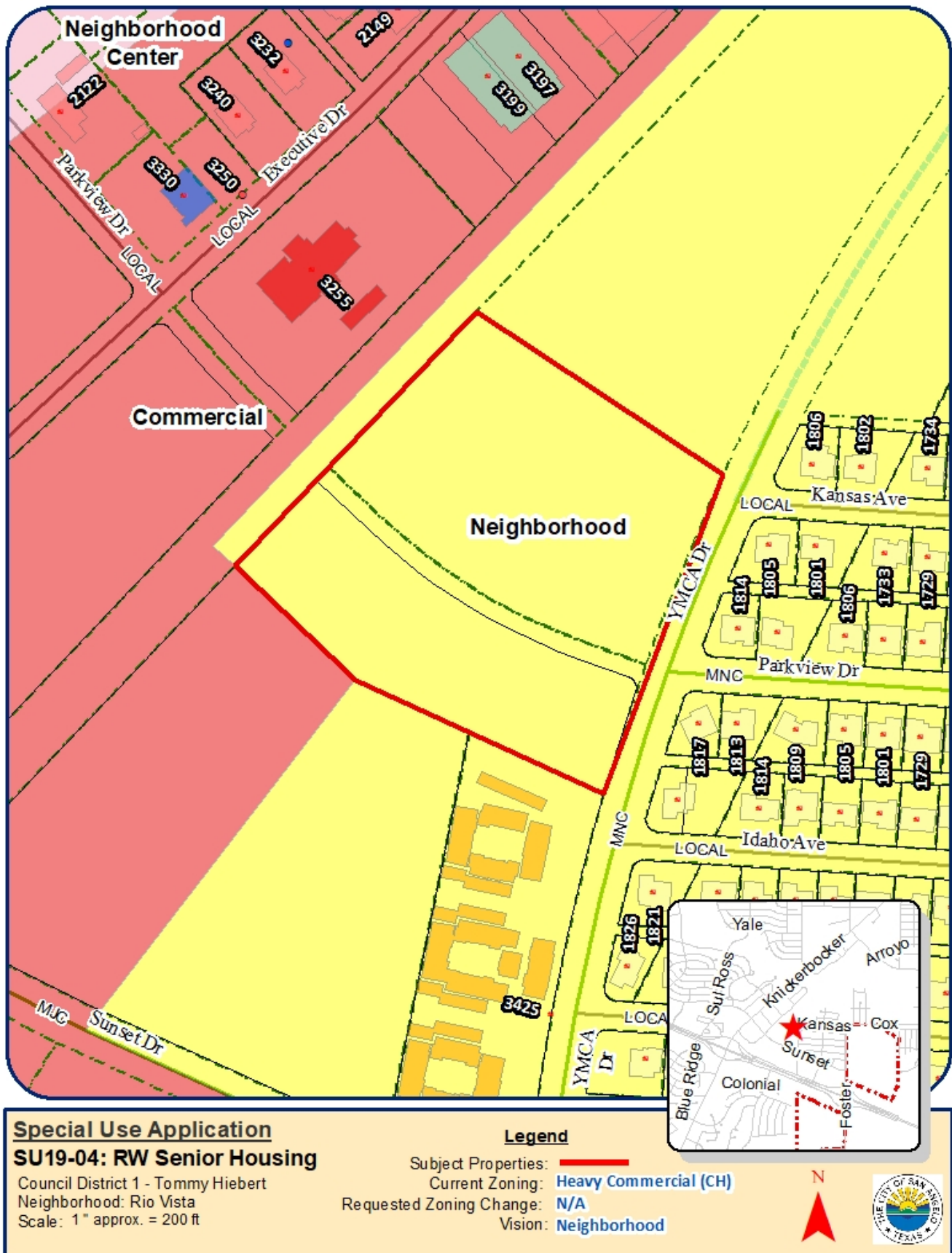
SU19-04: RW Senior Housing

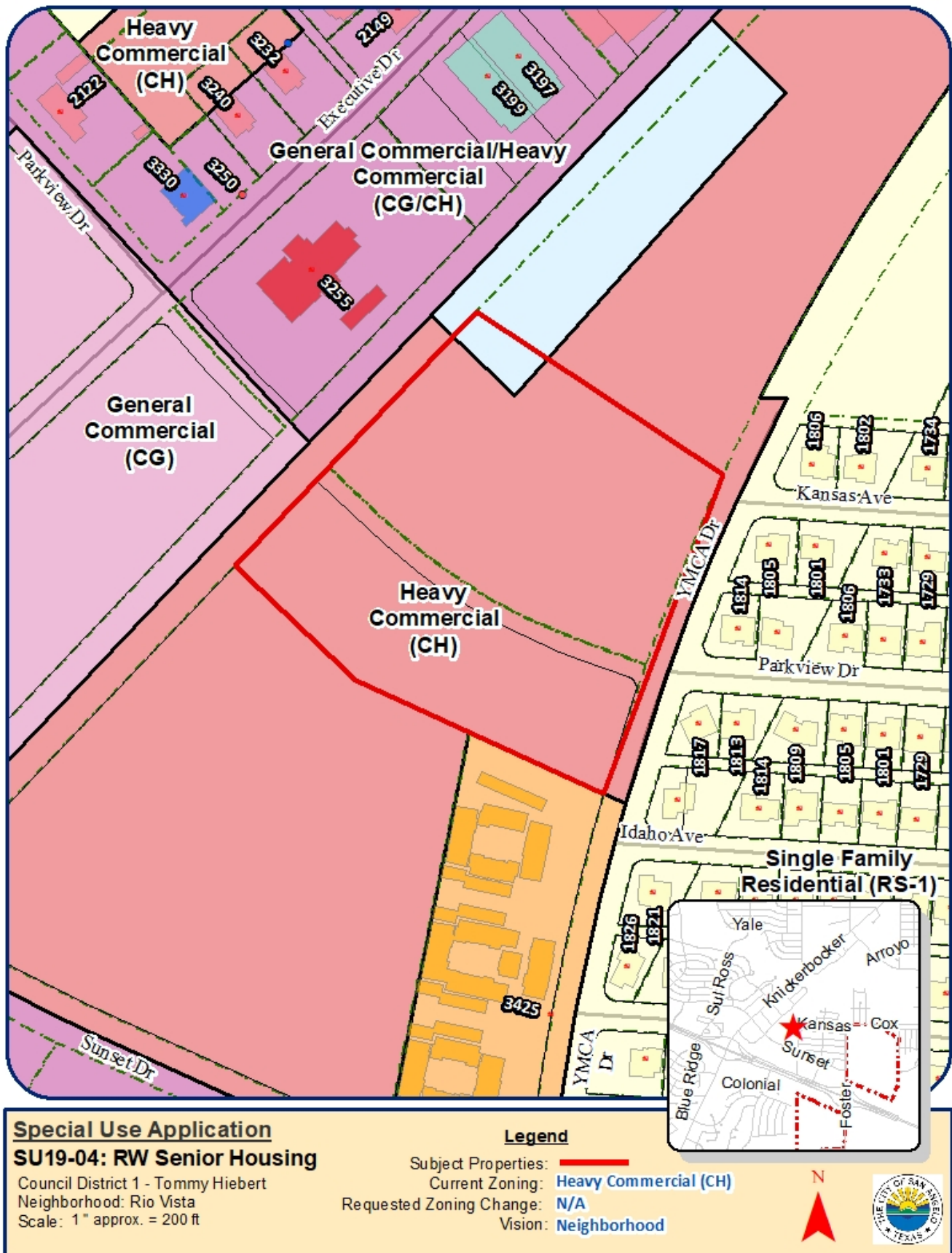
Council District 1 - Tommy Hiebert
Neighborhood: Rio Vista
Scale: 1" approx. = 200 ft

Legend

Subject Properties: 
Current Zoning: **Heavy Commercial (CH)**
Requested Zoning Change: **N/A**
Vision: **Neighborhood**







Photos of Site and Surrounding Area

Residences across from the subject property



Single family homes on Kansas Ave. and Parkview Dr.





Site of the Skilled Nursing facility adjacent to the apartment complex



Apartment complex



Single family on the east with apartment complex on the west



Apartment complex on YMCA Dr. and Sunset Dr. which is adjacent to Skilled Nursing facility site

Staff Report – SU19-04: RW Senior Housing

November 12, 2019

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓)

IN FAVOR

()

IN OPPOSITION

REASON(S) _____

NAME: CHARLES DUNCANADDRESS: 709 J. DAVIDSAN ANGELO, TEXAS 76903SIGNATURE: Charles Duncan

SU19-04: RW Senior Housing

Property Owner Number: 4

If you have any questions about these proceedings, please call Ms. Sherry Bailey, Principal Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at sherry.bailey@cosatx.us.

Staff Report – SU19-04: RW Senior Housing

November 12, 2019

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒)

IN FAVOR

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IN OPPOSITION

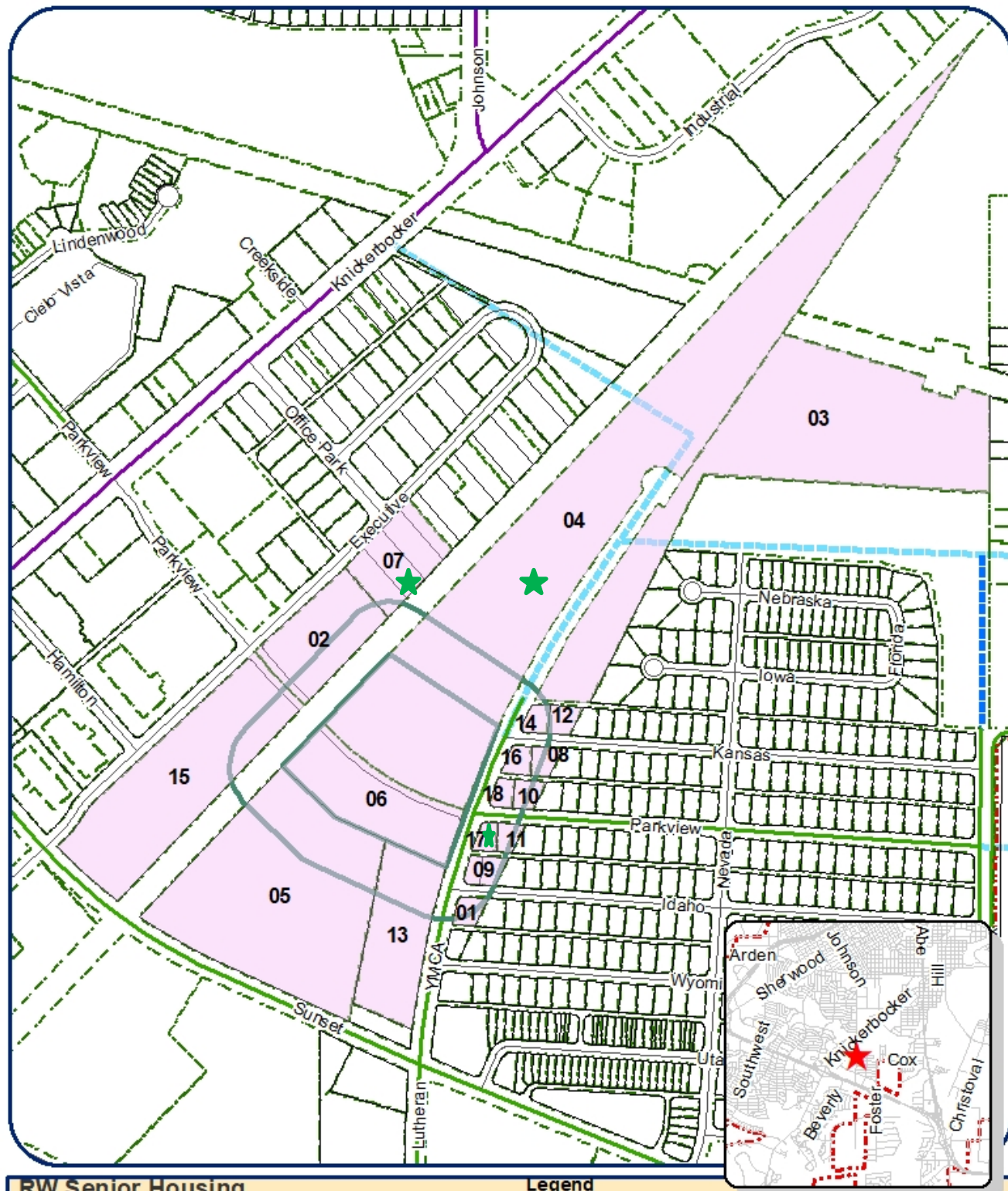
REASON(S) _____

NAME: Executive 3197, LLCADDRESS: 1207 S. Bryant Blvd, Ste ASan Angelo, TX 76903SIGNATURE: [Signature], Managing member

SU19-04: RW Senior Housing

Property Owner Number: 7

If you have any questions about these proceedings, please call Ms. Sherry Bailey, Principal Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at sherry.bailey@cosatx.us.



RW Senior Housing

SU19-04

Council District 1 - Tommy Hiebert
Neighborhood: Rio Vista
Scale: 1" approx. = 479 ft

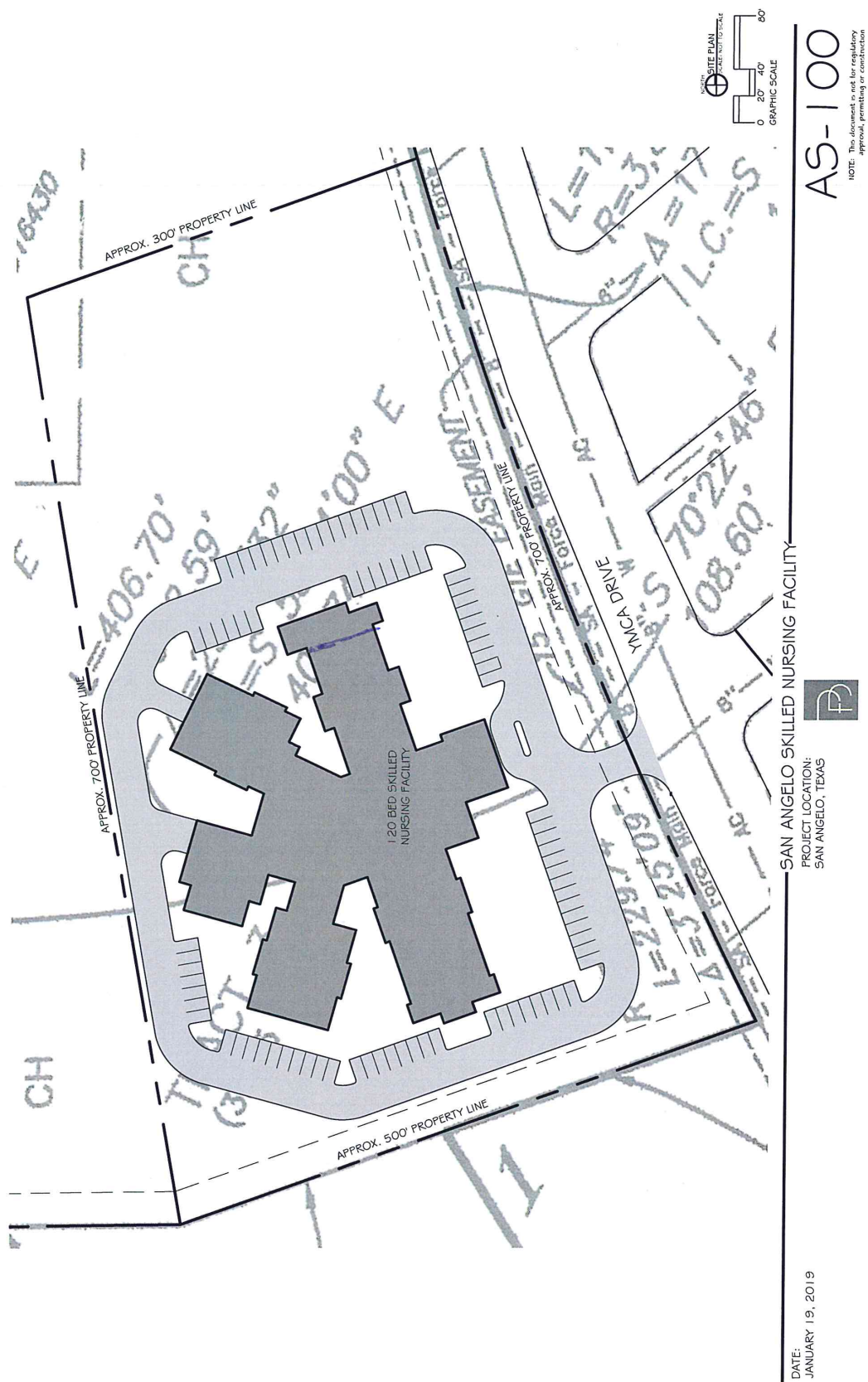
Notification Map

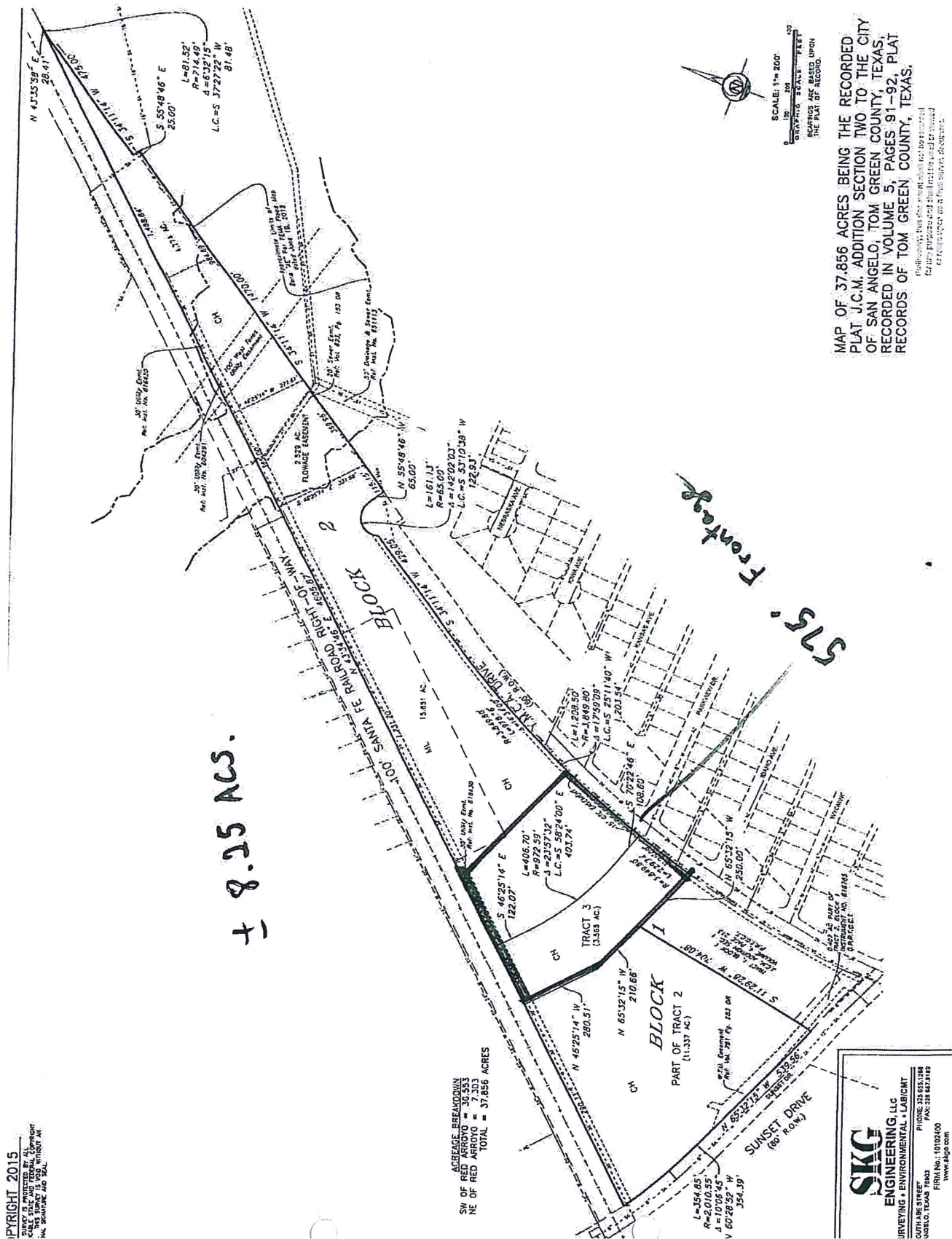
Legend

Subject Properties: 
Current Zoning: **Heavy Commercial (CH)**
Requested Zoning Change:
Vision: **Neighborhood**

N







Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Special Use

**Section 1: Basic Information**

Name of Applicant(s): RW Senior Housing Development LLC
☐ Owner ☐ Representative (Affidavit Required)
 Mailing Address: 42 Centridge Dr Jackson TN 38305
 City State Zip Code
 Contact Phone Number: 731 267 2861 Contact E-mail Address: rwatt@l-bridge.com
 Subject Property Address: YMCA Dr. San Angelo, Tx 76904
 City State Zip Code
 Lot Size: 8.25 ac Zoning: _____ Future Land Use designation (Comprehensive Plan): _____

Section 2: Site Specific Details (Use attachment if necessary)

Existing Use of Property: Vacant Lot
 Proposed Use of Property: Nursing Home
 Proposed Special Use: 119 bed skilled nursing facility. State regulators (HHSC) have awarded a Certificate of Need with approval letters from Tarrant County and City.

I understand that this Commission is required by law to make decisions based on the following criteria, and I assert that my request meets all of the required criteria **based on my explanation(s) below:**

Impacts Minimized. Whether and the extent to which the proposed special use creates adverse effects, including adverse visual impacts, on adjacent properties.

Explanation: Nice. Apartment complex is adjacent to property.

Consistent with Zoning Ordinance. Whether and the extent to which the proposed special use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.

Explanation: Proposed special use is consistent with the area and other special uses.

Compatible with Surrounding Area. Whether and the extent to which the proposed special use is compatible with the existing and anticipated uses surrounding the subject land.

Explanation: The above project is compatible with the surrounding area as YMCA drive, currently an existing apartment complex is adjacent.

Effective January 3, 2017

Section 2 continued: Site Specific Details

Effect on Natural Environment. Whether and the extent to which the proposed special use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, storm-water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.

Explanation: Initial review by SKG, builder and Architect do not see an adverse impact.

Community Need. Whether and the extent to which the proposed special use addresses a demonstrated community need.

Explanation: Community Needs assessment conducted and approved by HHSC and County and City to provide approval letters.

Development Patterns. Whether and the extent to which the proposed special use would result in a logical and orderly pattern of urban development in the community.

Explanation: This special project fits logically into the area which includes Apartment complex.

Section 3: Applicant(s) Acknowledgement

Please initial the following:

- ☒ If approved, a Special Use is applied to the property, not the property owner.
☒ The Planning Commission makes recommendations on Special Use requests, City Council has final approval.
☒ Approval of this Special Use request does not constitute approval of permits, site plans, or other processes that require separate approval.
☒ If a permit is not sought within one year of the approval date of this Special Use, it will expire and requires another application.

I/We the undersigned acknowledge that the information provided above is true and correct.

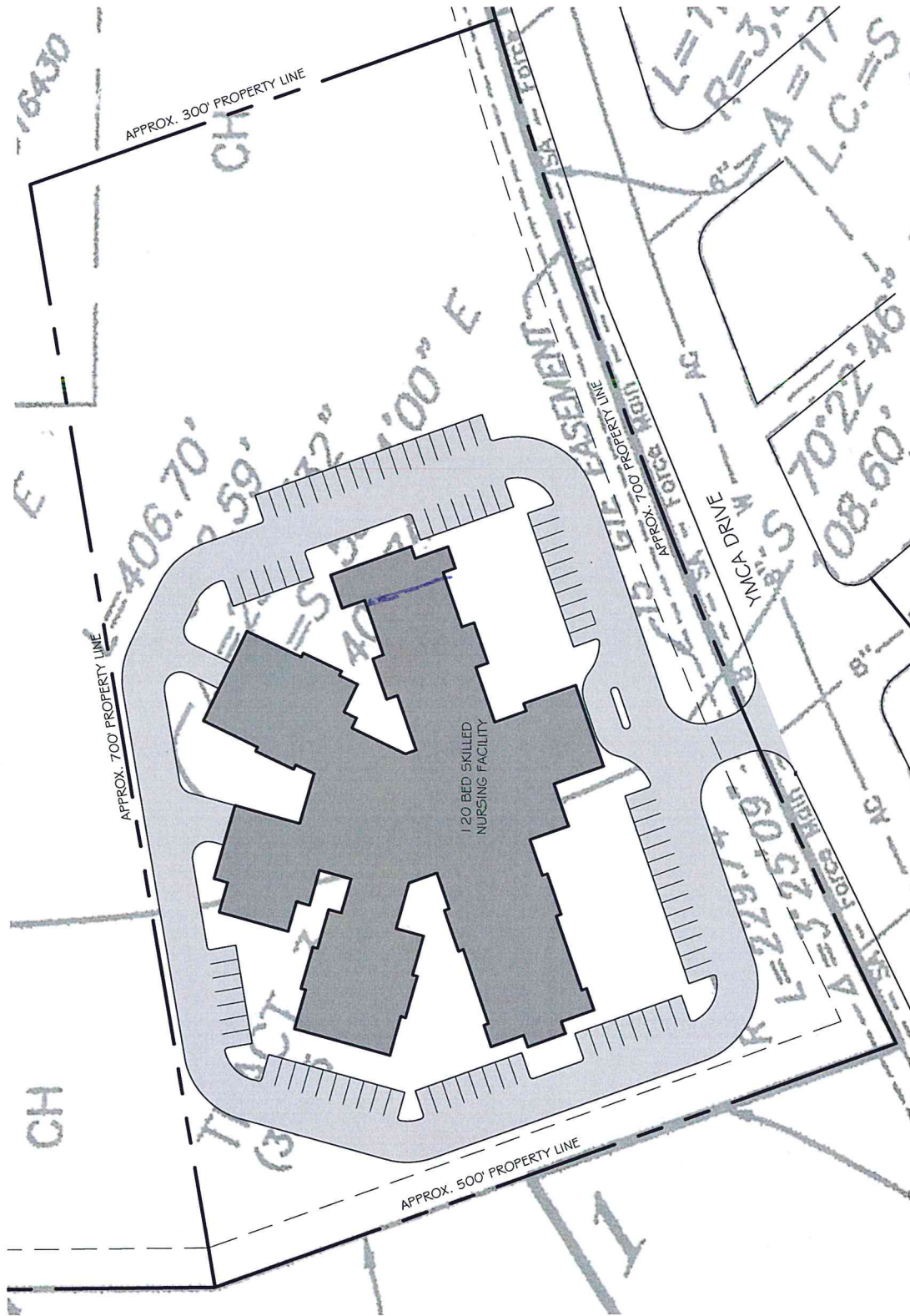
RWTD Date 7/18/19
Signature of licensee or authorized representative

RW Senior Housing Development LLC
Printed name of licensee or authorized representative

RW Senior Housing Development LLC
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Case No.: SU 19-04 Date of application: 9/18/19
Planning Commission Date: 10/21/19 City Council Date: 11/19/19
Nonrefundable application fee: \$ 545.00 Receipt #: 374842 Date paid: 9/18/19
Reviewed/Accepted by: _____ Date: _____



DATE:
JANUARY 19, 2019

SAN ANGELO SKILLED NURSING FACILITY
PROJECT LOCATION:
SAN ANGELO, TEXAS



AS-100

NOTE: This document is not for regulatory approval, permitting or construction.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SAN ANGELO TEXAS,
AUTHORIZING A SPECIAL USE ALLOWING RW SENIOR HOUSING
DEVELOPMENT, LLC, A SKILLED NURSING FACILITY WITHIN THE
HEAVY COMMERCIAL, (CH) ZONING DISTRICT, LOCATED ON YMCA
DRIVE, 850 FEET NORTHWEST OF THE YMCA DRIVE AND SUNSET
DRIVE INTERSECTION**

WHEREAS, an application was submitted requesting special use authorization to operate a Skilled Nursing Facility within the Heavy Commercial (CH) Zoning District for the property located on YMCA Drive, 850 feet northwest of the YMCA Drive and Sunset Drive intersection, more particularly described as Tract 3 & south ½ of former Parkview Street, Block 1, Section 2, JCM Addition, being approximately 3.12 acres; and approximately 5.13 Acres out of a 22.517 acre tract & north ½ of former Parkview Street, Block 2 JCM Addition, City of San Angelo, Texas, and further depicted in Exhibit “A” attached hereto (the “Property”); and,

WHEREAS, the proposed use is considered a Skilled Nursing Facility, commonly known as a nursing home, which is not allowed by right within the Heavy Commercial, but may be authorized by Special Use approval pursuant to Section 209, Chapter 12, Exhibit A – Zoning Ordinance; and,

WHEREAS, on October 21, 2019, the Planning Commission for the City of San Angelo, in compliance with the City Ordinances and state law regarding zoning regulations and zoning map, having afforded a full and fair hearing on the Special Use application, made a recommendation to City Council for **Approval** of the Special Use; and,

WHEREAS, notice has been duly published of the time and place of a public hearing before the City Council regarding the subject Special Use, which public hearing was held on the 12th day of November, 2019; and,

WHEREAS, the City Council has determined that approval of the Special Use, subject to conditions stated herein, is in the best interest of the health, safety and general welfare of the citizens of the City of San Angelo;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN ANGELO, TEXAS, THAT:

- (a) A permanent Special Use is approved for a Skilled Nursing Facility on the property located on YMCA Drive, 850 feet northwest of the YMCA Drive and Sunset Drive intersection, more particularly described as Tract 3 & south ½ of former Parkview Street, Block 1, Section 2, JCM Addition, being approximately 3.12 acres; and approximately 5.13 Acres out of a 22.517 acre tract & north ½ of former Parkview Street, Block 2 JCM Addition, City of San Angelo, Texas, and further depicted in Exhibit “A” attached hereto.

- (b) The Director of the Planning and Development Services Department is hereby authorized and directed to correct Zoning Maps in the Office of the Director of the Planning and Development Services Department, to reflect the herein described Special Use approval.
- (c) In all other respects, the use of the Property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended. The Special Use, as hereby authorized, shall have no fundamental effect upon the subject property's underlying or base zoning classification.
- (d) The Special Use, as hereby authorized, shall be subject to the following Conditions:
1. As part of the site plan review process, prepare and submit plans for approval, illustrating the proposed installation of sidewalks along YMCA Drive, and complete the installation in accordance with the approved version of these plans.
 2. Submit, obtain approval, and record a subdivision plat meeting all requirements of the Land Development and Subdivision Ordinance for the proposed 8.25 acre site which may include extending utilities, dedicating and improving YMCA Dr.
 3. Any proposed signage must be submitted to the Building and Inspections Division for a sign permit which must comply with the standards in the City of San Angelo Sign Ordinance.
 4. Submit and obtain approval of a landscape plan for the subject property.

ADOPTED on this the 12th day of November, 2019.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

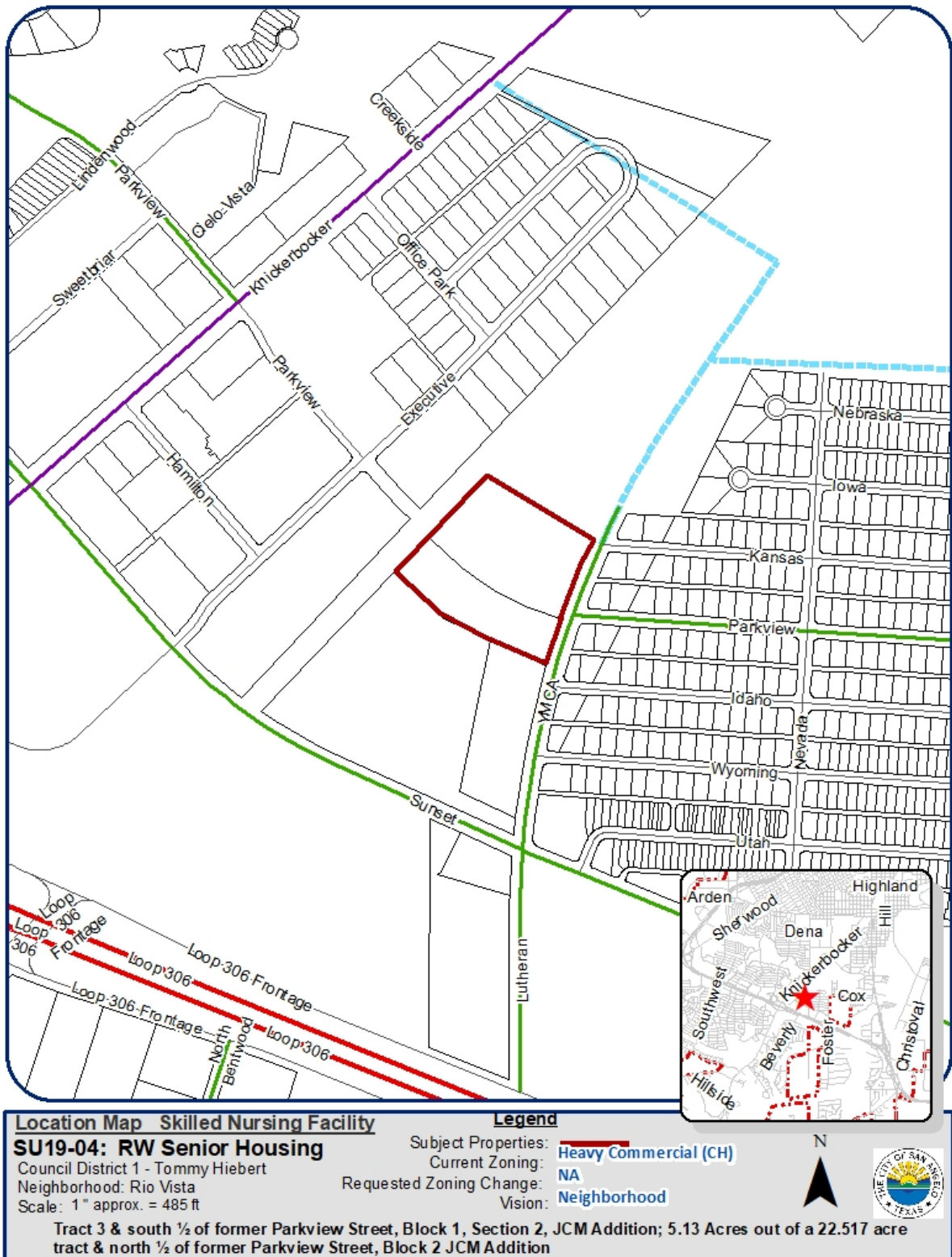
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shelly Paschal, Planner, Planning and Development Services, 325-657-4210

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

First reading and public hearing on case Z19-16, an ordinance rezoning property from the Ranch & Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district, on 10 acres located at 3927 Old Ballinger Hwy. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

A request for a rezoning from the Ranch & Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district on the subject property. The property owner is proposing to open a truck mechanic shop and section 310 of the Zoning Ordinance does not permit such use by right in the existing district. The proposed rezoning will allow this proposed use.

Financial Impact:

N/A

Other Information/Recommendation:

On October 21, 2019, the Planning Commission unanimously recommended APPROVAL of the rezoning (7-0).

Attachments:

- | | |
|---------------------|-----------------------|
| 1. Z19-16_CC_report | Z19-16_CC_report.docx |
| 2. Z19-16_Ordinance | Z19-16_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Shelly Paschal	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CITY COUNCIL – November 12 & November 19, 2019

STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning		Z19-16: Minjarez	
SYNOPSIS:			
A request for a rezoning from the Ranch & Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district on the subject property. The property owner is proposing to open a truck mechanic shop and section 310 of the Zoning Ordinance does not permit such use by right in the existing district. The proposed rezoning will allow this proposed use.			
LOCATION:		LEGAL DESCRIPTION:	
3927 Old Ballinger Highway		Being all of Blocks 7 & 8, Austin N A Subdivision, San Angelo, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #4 – Lucy Gonzales Paulann Neighborhood	R&E – Ranch and Estate	Industrial	10 acres
THOROUGHFARE PLAN:			
<i>Old Ballinger Highway</i> – Minor Arterial Street, Required: 80' right-of-way, 64' pavement, Provided: 170' right-of-way, 24' pavement			
NOTIFICATIONS:			
8 notifications were mailed within a 200-foot radius on October 1, 2019. Zero received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Ranch and Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district.			
PROPERTY OWNER/PETITIONER:			
Stephanie Minjarez			
STAFF CONTACT:			
Shelly Paschal Planner (325) 657-4210, Extension 1533 shelly.paschal@cosatx.us			

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The current future land use is designated as “industrial” which seeks to promote “areas where industry and agricultural are suitable. These areas are dedicated to aspects of supporting the local economy while mitigating some of their potentially undesirable secondary effects on nearby residences.” Section 305 of the Zoning Ordinance states that the intent of the Light Manufacturing zoning district is to “provide opportunities for businesses in the processing, manufacturing, storage and service industries, each of which are characterized by a relatively low degree of nuisance and adverse impact on neighboring property.” The rezoning will be in keeping with the approved future land use and allow the continuation of the surrounding commercial development along Old Ballinger Highway.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed use of the subject property as a truck mechanic shop is not allowed within the current Ranch & Estates (R&E) zoning district, but would be allowed within a Light Manufacturing (ML) zoning district. The existing 10 acre lot exceeds the minimum lot area of 6,000 square feet, the minimum lot frontage of 50 feet, and minimum lot depth of 80 feet in the Light Manufacturing zoning district. Any future additions will be required to comply with all current standards in the zoning ordinance.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The property is located within an area that is comprised of mixed uses of heavier commercial, general commercial and residential along Old Ballinger Highway. The subject tract of land fits in with the existing commercial development pattern, and would allow for the creation of a new business.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The existing structure is not allowed in the current R&E zoning district and has been vacant for many years. The property owner is proposing to open a truck mechanic shop. Since the ranch & estate development never developed on this property, the rezoning would make use of the land in a manner consistent with the adopted future land use and existing adjacent mixed use development in the area.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The rezoning is anticipated to have little to no adverse impact on the natural environment. There may be minor air and noise pollution as any new improvements are built and after the repair shop is opened for business. There is already similar impacts of both air and noise pollution in this immediate surrounding area.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Allowing this site to rezone to light manufacturing would allow a new business to occupy the land and serve the community, rather than allowing a continuance of a zoning designation that could not been effectively utilized in the past.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The existing development pattern in the along Old Ballinger Highway is mixed with commercial and residential, approving the rezoning will allow the parcels to keep in continuity with the adjoining development in the area.

Planning Commission Recommendation:

On October 21, 2019, the Planning Commission recommended APPROVAL of a Rezoning from the Ranch & Estate (R&E) Zoning District to the Light Manufacturing (ML) Zoning District on the subject property. The following is the complete excerpt of the draft minutes from the October 21, 2019, meeting for this case:

Shelly Paschal, Planner, presented the proposed rezoning request. She displayed photos of the subject property and surrounding area. Mrs. Paschal outlined staff's rationale to approve the rezoning on the grounds that the requested rezoning is consistent with the Comprehensive Plan designation; that the lot is consistent with the ML zoning standards; and that the use will be compatible with the surrounding uses.

Chair Stribling opened the meeting for public comment.

Stephanie Minjarez, the applicant, came forward to speak regarding the possible sale of this subject property to be utilized as a truck mechanic shop. She stated that this property has been vacant for several years.

Chair Stribling closed public comment.

Commissioner Brooks made a Motion to recommend APPROVAL of the rezoning from the Ranch & Estate (R&E) Zoning District to the Light Manufacturing (ML) Zoning District.

Commissioner Smith seconded the motion. The Motion passed unanimously 7-0.

Recommendation:

Staff's recommendation is for the Planning Commission to Recommend **APPROVAL** of a rezoning from the Ranch and Estate (R&E) zoning district to the Light Manufacturing (ML) zoning district.

Attachments:

Aerial Map

Future Land Use Map

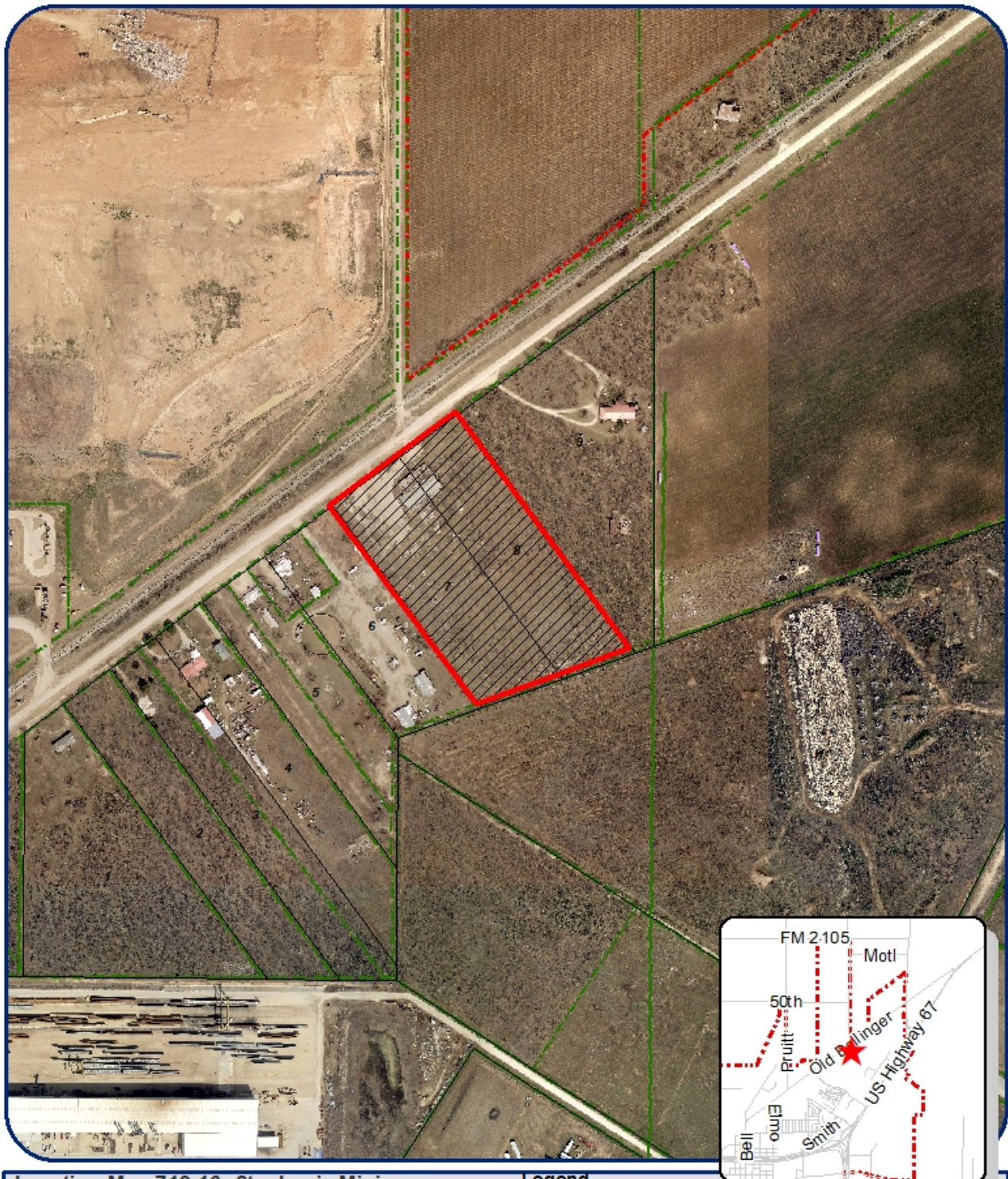
Zoning Map

Application

Photographs

Notification

Map

**Location Map Z19-16: Stephanie Minjarez****3927 Old Ballinger Highway**

Council District 4 - Lucy Gonzales

Neighborhood: Paulann

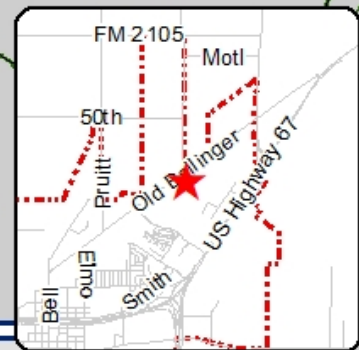
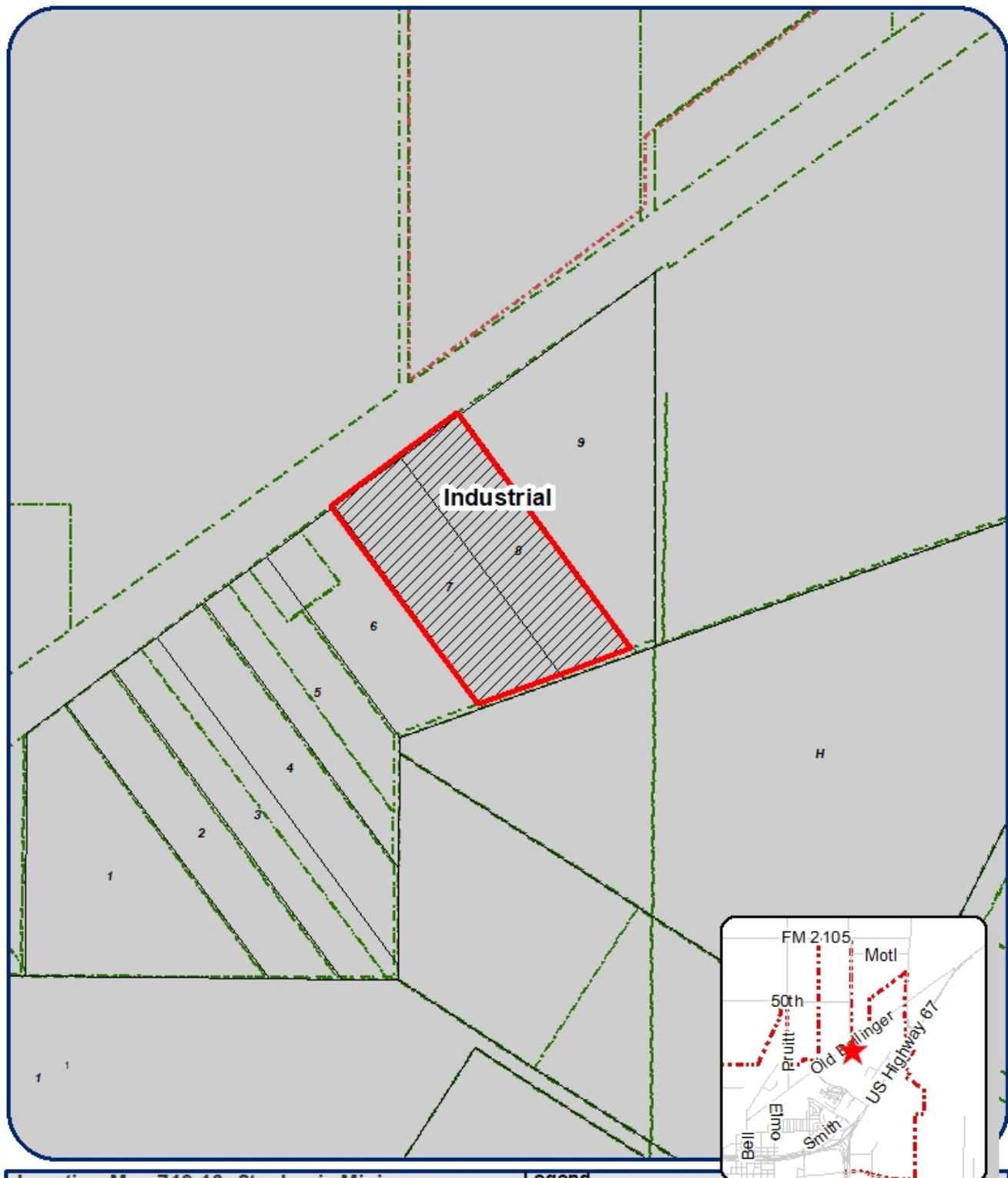
Scale: 1" approx. = 400 ft

10 acres being all of Blocks 7 & 8, Austin N A Subdivision

LegendSubject Properties: —Current Zoning: R & ERequested Zoning Change: MLVision: Industrial

N



**Location Map Z19-16: Stephanie Minjarez****3927 Old Ballinger Highway**

Council District 4 - Lucy Gonzales

Neighborhood: Paulann

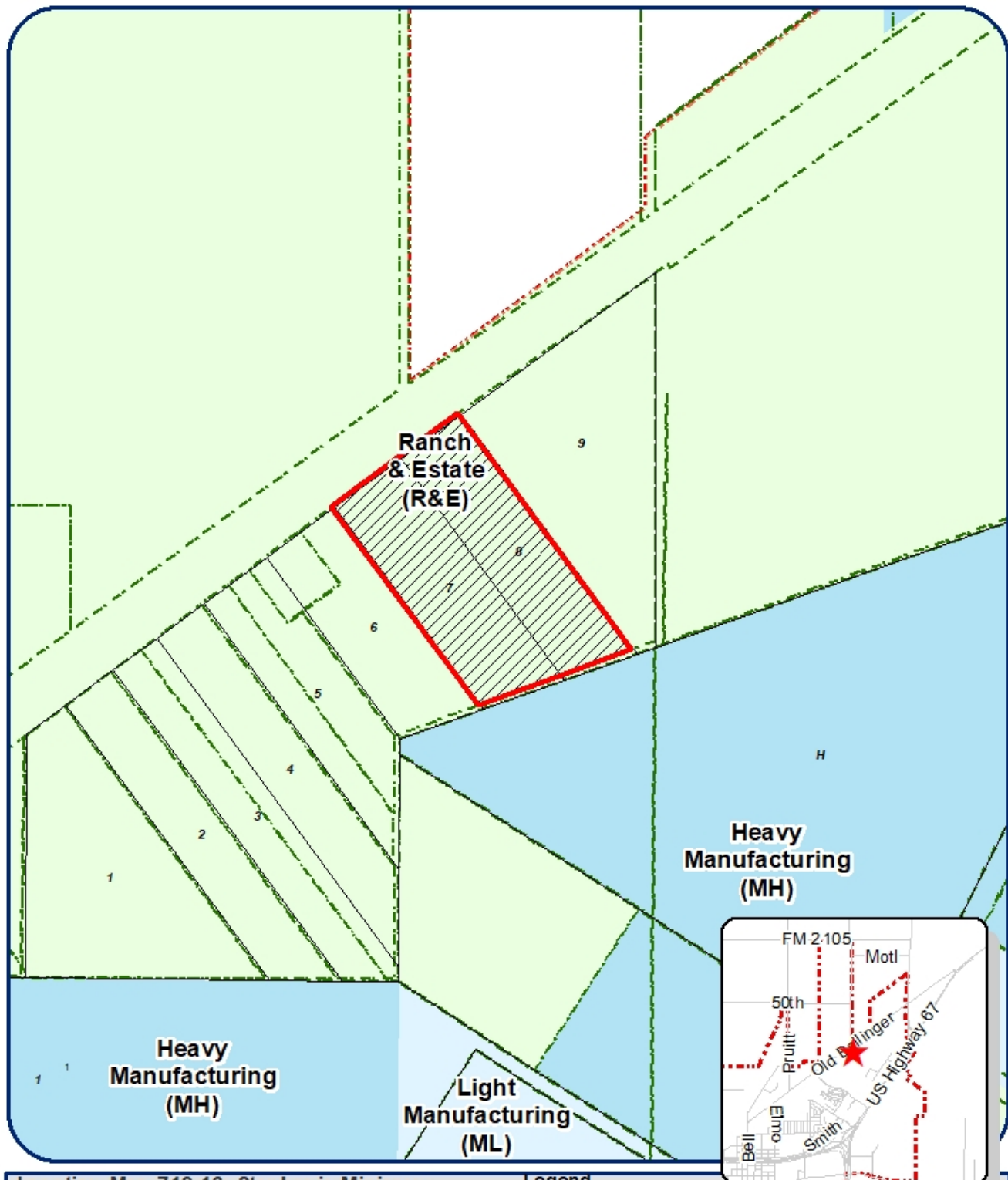
Scale: 1" approx. = 400 ft

10 acres being all of Blocks 7 & 8, Austin N A Subdivision

LegendSubject Properties: —Current Zoning: R & ERequested Zoning Change: MLVision: Industrial

N





Location Map Z19-16: Stephanie Minjarez

3927 Old Ballinger Highway

Council District 4 - Lucy Gonzales

Neighborhood: Paulann

Scale: 1" approx. = 400 ft

10 acres being all of Blocks 7 & 8, Austin N A Subdivision

Legend

Subject Properties: —

Current Zoning: R & E

Requested Zoning Change: ML

Vision: Industrial

N



Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change

**Section 1: Basic Information**Name of Applicant(s): Stephanie Minjarez☒ Owner☐ Representative (Notarized Affidavit Required)Mailing Address
209 W. BeauregardCity
San AngeloState
TexasZip Code
76903Contact Phone Number
325-655-1717Contact E-mail Address
sminjarez.radio@suddenlinkmail.com

Subject Property Address

City

State

Zip Code

3927 Old Ballinger HWYSan AngeloTX76903Legal Description (can be found on property tax statement or at www.tomgreencad.com)10.000, Blk: 7 & 8, Subd: AUSTIN N A S/D, 10.00 ACRES BEING ALL OF BLKS 7 & 8Existing Zoning: Ranch & EstateProposed Zoning: CommercialMLLot size: 10 Acres(Zoning Map available on [City Maps](#))**Section 2: Site Specific Details**Existing Use of Property: Dance Hall*Proposed Use of Property: Truck Mechanic Shop

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Stephanie Minjarez

Signature

Lalunica Broadcasting

8/30/19

Owner Name (Print)

Company/Organization (If Applicable)

Date

Representative Name (Print)

Signature

Company/Organization

Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: 9 / 3 / 19

Case No.: 19 16

Fully dimensioned site plan: ☐

Nonrefundable fee: \$ 625

Receipt #: 354149

Date paid: 9 / 3 / 19

Sign Deposit \$37.50 20

Receipt #: 354149

Date paid: 9 / 3 / 19

Affidavit attached? ☐ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☐ Yes ☐ NoPrevious Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no: _____River Corridor Commission? ☐ Yes ☐ No If yes, RCC meeting date: ____ / ____ / ____

Planning Commission hearing date: 10 / 21 / 19 Date notifications due: 10 / 11 / 19

City Council hearing date: 11 / 19 / 19 Packets due date: 11 / 8 / 19

Publication date: 10 / 30 / 19 12/13/19

Reviewed/Accepted by: H. Buckner

Date: 9 / 3 / 19

Front of Subject Property



Looking across Old Ballinger Highway



Looking west of subject property



Looking west of subject property

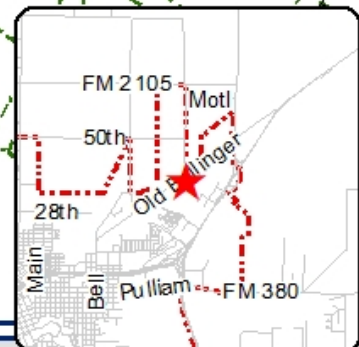
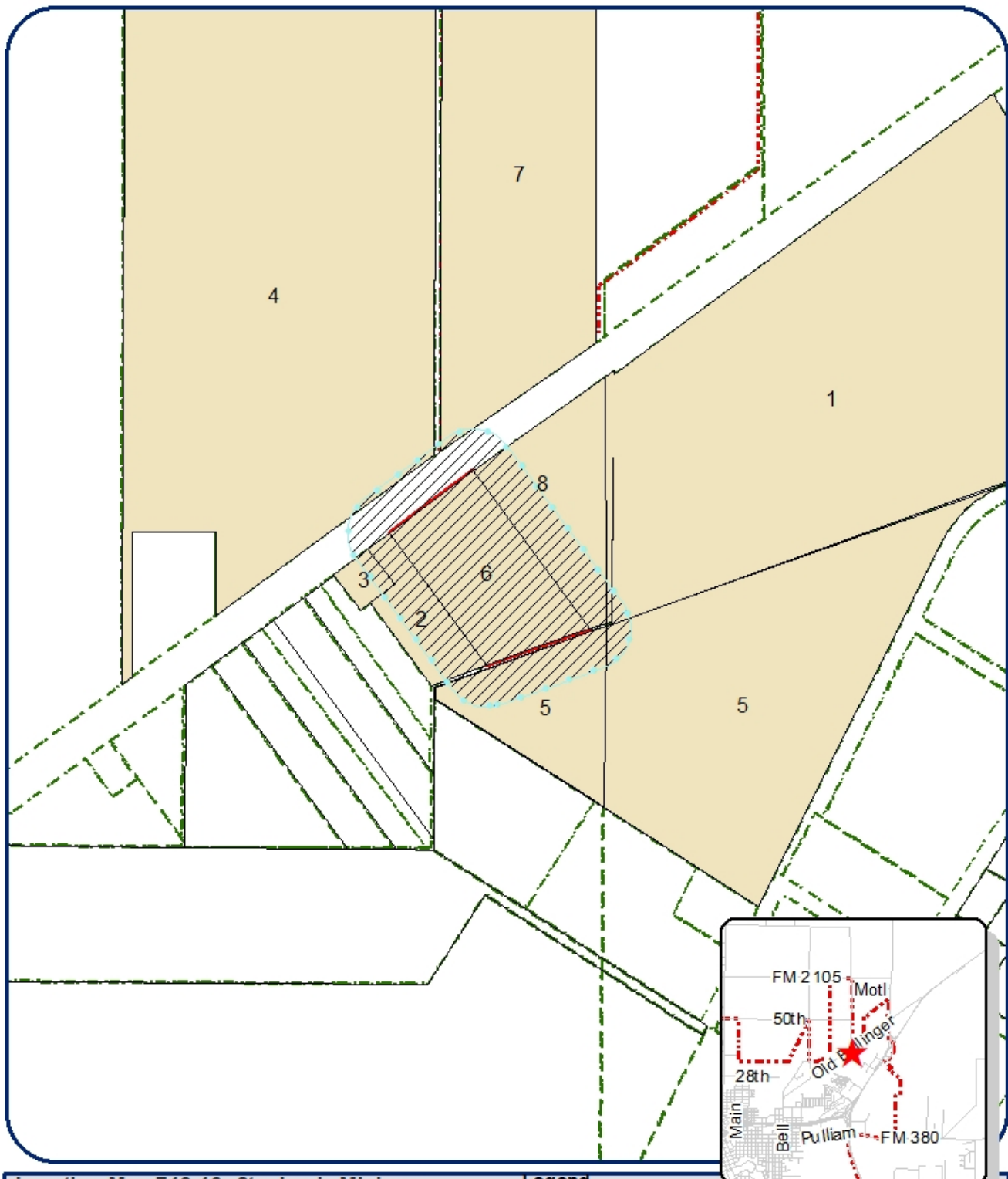


Looking west of subject property



Looking west of subject property



**Location Map Z19-16: Stephanie Minjarez****3927 Old Ballinger Highway**

Council District 4 - Lucy Gonzales

Neighborhood: Paulann

Scale: 1" approx. = 600 ft

10 acres being all of Blocks 7 & 8, Austin N A Subdivision

LegendSubject Properties: —Current Zoning: R & ERequested Zoning Change: MLVision: Industrial

N



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **LOCATED AT 3927 OLD BALLINGER HIGHWAY, GENERALLY LOCATED APPROXIMATELY 1.1 MILES WEST FROM THE INTERSECTION OF OLD BALLINGER HIGHWAY AND NORTH HIGHWAY 277, SAN ANGELO, TEXAS**, FROM RANCH & ESTATE (R&E) ZONING DISTRICT TO THE LIGHT MANUFACTURING (ML) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z19-16: Stephanie Minjarez

WHEREAS, on the 21st day of October, 2019, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Light Manufacturing (ML) Zoning District; and,

WHEREAS, on the 12th day of November, 2019, City Council held a public hearing on Z19-16, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned LIGHT MANUFACTURING (ML) Zoning District:

The real property generally located at 3927 Old Ballinger Highway, specifically being 10.0 acres being all of Blocks 7 & 8, Austin N A Subdivision, City of San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning

& Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **12th day of November, 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **19th day of November, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

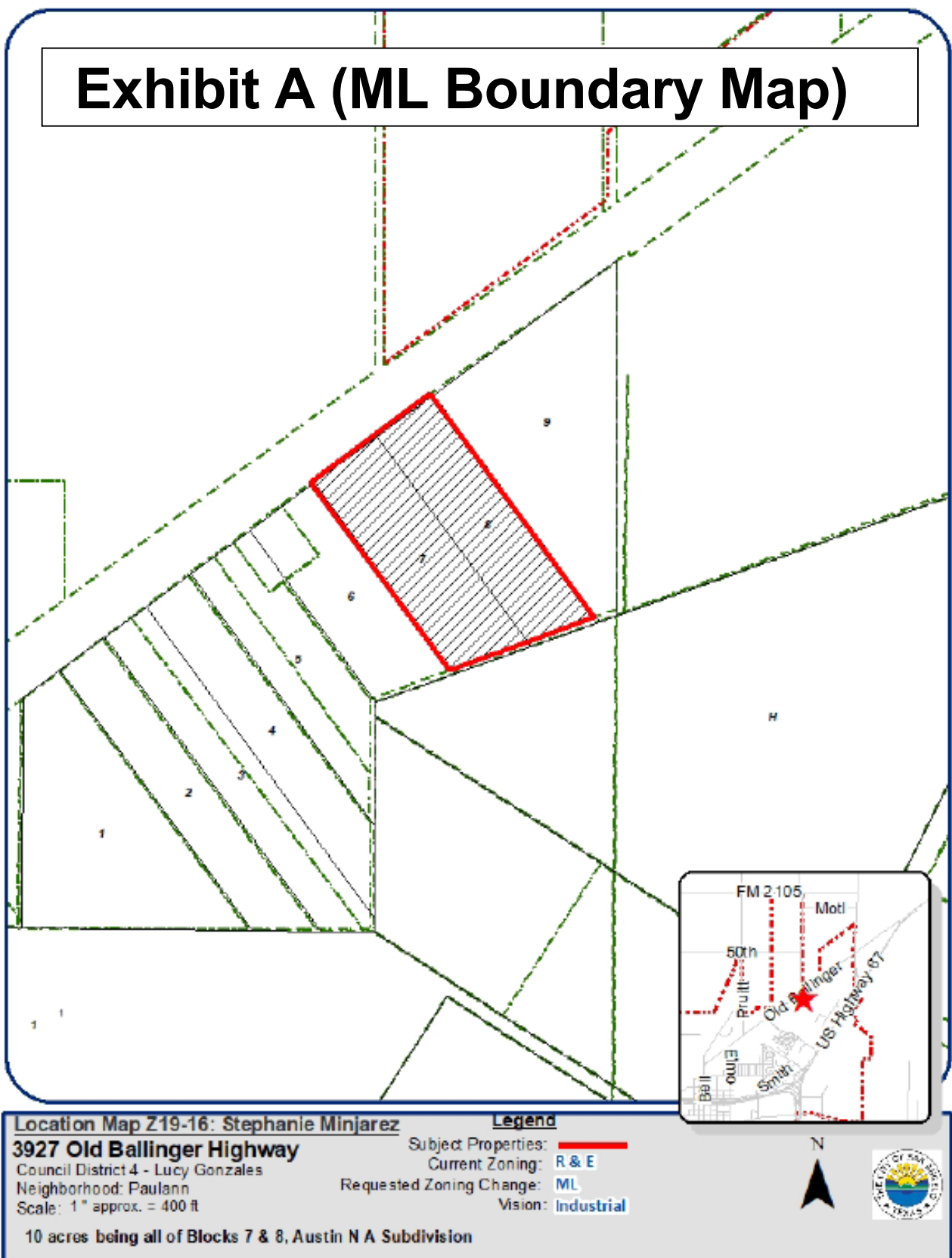
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit A (ML Boundary Map)



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jon James, Director of Planning & Development Services, Planning and Development Services, x1180

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

First reading and public hearing on an ordinance amending the Land Development and Subdivision Ordinance, Chapters 1, 9, and 10, to address adequate public facilities, to rename Chapter 9, to amend design requirements to refer to City Engineer specifications, and to create an administrative exemption for reduced street standards in infill areas (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

City staff have had recent discussions about various strategies to promote “infill” development in areas of town that are largely developed with existing infrastructure (roads, water, sewer, etc.) and are already served within existing service areas (police, fire, parks, etc.). One of the strategies identified was to develop an alternative administrative process for variances within these areas. Staff often recommends, and the Planning Commission generally approves, variances for street right-of-way and pavement widths, especially in developed areas where existing streets do not meet the current standard for new streets.

The attached proposed amendments to the Land Division and Subdivision Ordinance creates an administrative process that allows staff to approve certain variances to street standards without requiring review and approval by the Planning Commission or City Council. Criteria and standards are included to define the situations where this is intended to be used and it is not intended to generally replace the variance process through the Commission. However, it is intended to simplify the process for those circumstances in developed areas where variances have become almost routine in their approval. If eligible for this variance, the applicant must still make an application and pay the required fee. In addition, such a variance may only be approved upon agreement by BOTH the Planning Director and City Engineer.

These proposed changes also clarify that all developments must have adequate public facilities and that the developer of old plats where roads were never constructed would be responsible for constructing roads to current standards (but also eligible for these exemptions being proposed).

This general concept, along with the proposed criteria and standards, was presented to the Development Task Force at their meeting on August 21, 2019. No concerns were raised by the group and they were supportive of these proposed changes.

Finally, these changes include a cleanup item to remove the design requirements and specifications for technical plans from the subdivision ordinance and instead refer to the policies and specifications established by the City Engineer through their technical design manual.

Financial Impact:

N/A

Other Information/Recommendation:

On October 21, 2019, the Planning Commission unanimously recommended APPROVAL of these ordinance amendments by a vote of 6-0.

Attachments:

- | | | |
|----|---|--|
| 1. | Ordinance_LDSO Amendment - Infill (Chapters 1 9 10) | Ordinance_LDSO Amendment - Infill (Chapters 1 9 10) Legal.docx |
| 2. | Exhibit A - LDSO Amendments - Infill | Exhibit A - LDSO Amendments - Infill.docx |

Presentation:

Approvals/Reviews:

Jon James	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "C" "LAND DEVELOPMENT AND SUBDIVISION ORDINANCE," RELATING TO THE SUBDIVISION PROCESS BY AMENDING: CHAPTER 1 "GENERAL PROVISIONS", CHAPTER 9 "SUBDIVISION DESIGN POLICIES", AND CHAPTER 10 "CONSTRUCTION STANDARDS AND SPECIFICATIONS"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo has adopted a Land Development and Subdivision Ordinance establishing a process for the development, subdivision, and platting of land within the corporate limits of the City and within its extra territorial jurisdiction; and,

WHEREAS, the ordinance provides a process for the subdivision of land that includes the authority and functions of the Planning Director, Planning Commission, and City Council in the subdivision and platting process;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO, TEXAS:

Section 1. Chapter 12 "Planning and Development," Exhibit C "Land Development and Subdivision Ordinance" of the City of San Angelo Code of Ordinances is hereby amended as shown on Exhibit A.

Section 2: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 3: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED with public hearing on the 12th day of November, 2019, and finally PASSED, APPROVED and ADOPTED on this the 19th day of November, 2019.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT:

Jon James, Director of Planning and
Development Services

APPROVED AS TO FORM:

Theresa James, City Attorney

The following are amendments to the City of San Angelo Land Development and Subdivision Ordinance (City Code, Chapter 12, Exhibit C).

Chapter 1 “General Provisions” is amended to add a new Section X “Adequate Public Facilities” as follows:

SECTION X: – ADEQUATE PUBLIC FACILITIES

- A. *Adequate Service for Areas Proposed for Development.* Land proposed for development in the City and in the City's extraterritorial jurisdiction must be served adequately by essential public facilities and services, including water facilities, wastewater facilities, transportation facilities, and drainage facilities, as set forth in this Land Development and Subdivision Ordinance and other applicable City Codes and Ordinances. Land shall not be approved for platting or development unless and until adequate public facilities necessary to serve the development exist or provision has been made for the facilities, whether the facilities are to be located within the property being developed or offsite.
- B. *Platted Subdivisions.* For a pre-existing subdivision plat where required infrastructure was never constructed, and no outstanding obligation exists for such construction, infrastructure must be provided to meet current development standards prior to issuance of a building permit or approval of a site plan.

Chapter 9 “Subdivision Design Policies” is renamed as follows:

CHAPTER 9 – LAND DEVELOPMENT AND SUBDIVISION DESIGN POLICIES

Chapter 10 “Construction Standards and Specifications” Section II “Design Requirements” is replaced with the following:

SECTION II: – DESIGN REQUIREMENTS

Plans and corresponding profiles shall be prepared for all projects and submitted based on design requirements and specifications established by the City Engineer.

Chapter 10 “Construction Standards and Specifications” Section III “Widths and Graphic Specifications” is amended to add a new subsection C as follows:

SECTION III: – WIDTHS AND GRAPHIC SPECIFICATIONS

C. Administrative Exceptions to Street Standards. Upon agreement of both the Planning Director and City Engineer, street right-of-way width and pavement standards may be reduced based on the following criteria and standards. If not approved administratively, any such request may proceed to the Planning Commission as a plat variance request.

1. *Criteria.* Exceptions to street standards are intended for the following purposes and circumstances and are not intended as a general alternative to the variance process.
 - a. Re-subdivisions where lots in a pre-existing subdivision are re-subdivided to re-orient existing lots.
 - b. New subdivisions within areas that have been identified by City plans or policies as “infill” areas.
 - c. Pre-existing subdivisions where streets were never constructed and no current obligation exists for such construction.
 - d. Small-scale residential development, including single-family, two-family, and up to 8-unit apartment buildings. Generally not intended for larger scale development such as apartment complexes and non-residential development.
 - e. Situations where the City has constructed or reconstructed a street to a lesser standard with no intention of future widening.
 - f. Notwithstanding the above, such exceptions may be considered on a case-by-case basis anywhere within the City but are intended for unique circumstances based on existing development patterns and not simply as a shortcut to the normal variance process.
2. *Standards and limitations.*
 - a. An existing street may be approved to remain at its current width, or a width less than the full standard width required.
 - b. If a street does not exist, a street at a lesser width than the full standard width may be approved based on the predominant existing street construction on adjacent and nearby blocks, with particular acknowledgement of any street that is a continuation of the subject street.
 - c. Curb and gutter may be waived or a header curb may be required in lieu of a standard curb and gutter based on the predominant existing street construction on adjacent and nearby blocks, as well as drainage and pavement management considerations.
 - d. In no case shall a street be approved with less than 26 feet of pavement width.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services, 325-657-4201

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider awarding ES-08-19: Avenue P Detention Basin to Darnell Construction, LLC (San Angelo, TX) in the amount of \$2,351,118, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Engineer Lance Overstreet)

Summary/History:

The project is for the construction of a Stormwater Detention Basin of approximately 6 acres, at the area north west of the La Cruz/Old Knickerboker Rd and Ave P. Bids were received on October 30th with 1 bidder responding in the amount of \$2,137,380.00. Funding in this amount plus a 10% contingency of \$213,738.00 for a total of \$2,351,118.00 is requested.

Financial Impact:

Project is budgeted from FY 2019 Streets, Stormwater, Water and Wastewater Funds:

Street: \$ 207,771.40
Stormwater: \$ 1,479,295.78
Water: \$ 127,834.05
Wastewater: \$ 536,216.77
Total: \$ 2,351,118.00

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. AVE P PROPOSED DETENTION BASIN PLAN | AVE P PROPOSED DETENTION BASIN PLAN.pdf |
| 2. AVE P BID TABULATION | AVE P BID TABULATION.pdf |
| 3. RFB 08-19 Darnell Construction | RFB 08-19 Darnell Construction.pdf |

Presentation:

Approvals/Reviews:

Charles Michalewicz
Lance Overstreet
Theresa James
Nolan Sosa
Tina Dierschke

Created/Initiated
Approved
Approved
Approved
Approved

Theresa James
Julia Antilley

Approved
Final Approval



CITY OF SAN ANGELO

RFB BID TABULATION | ES-08-19 - AVENUE P DETENTION BASIN

October 30, 2019 at 2:00 PM

Pursuant to the Foregoing Notice to Respondents, the undersigned Respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an Agreement and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit.

Darnell Construction, LLC

AVENUE P DETENTION BASIN

ITEM NO.	SPEC. NO.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
UNIT 1 - GENERAL						
1-1		1	LS	MOBILIZATION	\$ 93,790.00	\$ 93,790.00
1-2	TXDOT 502	3	MO	BARRICADES, SIGNS, TRAFFIC HANDLING	\$ 2,800.00	\$ 8,400.00
1-3	TXDOT 506	1	LS	TEMP. EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS	\$ 52,850.00	\$ 52,850.00
TOTAL AMOUNT FOR UNIT 1 - GENERAL						\$ 155,040.00
UNIT 2 - DRAINAGE IMPROVEMENTS						
2-1	COSA 100	6	AC	PREPARE ROW (SITE)	13786	\$ 82,716.00
2-2	COSA 100	9	EA	PREPARE ROW (CONCRETE PIERS)	\$ 1,695.00	\$ 15,255.00
2-3	COSA 107	6	AC	SEEDING FOR EROSION CONTROL	\$ 4,164.00	\$ 24,984.00
2-4	COSA 110	51690	CY	EXCAVATION (CHANNEL)	\$ 12.00	\$ 620,280.00
2-5	COSA 132	1480	CY	EMBANKMENT (CLASS 3) (DENSITY CONTROL)	\$ 35.00	\$ 51,800.00
2-6	TXDOT 464	60	LF	REINFORCED CONCRETE PIPE (24" CL III)	\$ 227.00	\$ 13,620.00
2-7	COSA 420	310	CY	CONCRETE RETAINING WALL	\$ 582.00	\$ 180,420.00
2-8	TXDOT 432	325	CY	CONCRETE RIPRAP (5")	\$ 542.40	\$ 176,280.00
2-9	TXDOT 550	1676	LF	FENCE (CHAIN LINK)(INSTALL)	\$ 30.00	\$ 50,280.00
2-10	TXDOT 550	1	EA	GATE (INSTALL)	\$ 2,458.00	\$ 2,458.00
2-11	TXDOT 432	52	CY	CONCRETE RIPRAP (MOW STRIP)(5")	\$ 480.00	\$ 24,960.00
2-12	TXDOT 550	234	LF	FENCE (PIPE BOLLARD W/ CHAIN)(INSTALL)	\$ 18.00	\$ 4,212.00
2-13	TXDOT 105	140	CY	REMOVE STABILIZED BASE AND ASPHALT PAVEMENT (6")	\$ 22.60	\$ 3,164.00
2-14	COSA 110	40	CY	EXCAVATION (ROADWAY)	\$ 33.90	\$ 1,356.00
2-15	COSA 360	820	SY	CONCRETE PAVEMENT (6")	\$ 168.00	\$ 137,760.00
2-16	COSA 529	238	LF	CURB AND GUTTER	\$ 122.00	\$ 29,036.00
2-17	TXDOT 636	28	SF	SIGNS	\$ 17.00	\$ 476.00
2-18	TXDOT 644	4	EA	INSTALL SMALL ROAD SIGN SUPPORT AND ASSEMBLY	\$ 847.50	\$ 3,390.00
TOTAL AMOUNT FOR UNIT 2 - DRAINAGE IMPROVEMENTS						\$ 1,422,447.00
UNIT 3 - WATER IMPROVEMENTS						
3-1	COSA 4.09	114	LF	6" WATER LINE	160	18240
3-2	COSA 4.19	3	EA	CUT AND PLUG EXISTING 6" WATER LINE	675	2025
3-3	COSA 4.19	2	EA	8"x8" TAPPING SLEEVE AND VALVE	4700	9400
3-4	COSA 4.19	2	EA	6" CONSTRUCTION ISOLATION POINT	11865	23730
3-5	COSA 4.09	3	CY	WATER LINE ABANDONMENT	240	720
3-6	COSA 4.09	106	LF	8" WATER LINE	194	20564
3-7	COSA 4.19	2	EA	8" CONSTRUCTION ISOLATION POINT	13108	26216
3-8	COSA 4.09	123	LF	WATER LINE REMOVAL	56	6888
TOTAL AMOUNT FOR UNIT 3 - WATER IMPROVEMENTS						107783
UNIT 4 - SANITARY SEWER IMPROVEMENTS						
4-1	COSA 4.23	1041	LF	8" SANITARY SEWER LINE	\$ 230.00	\$ 239,430.00
4-2	COSA 4.50	35	LF	8" SANITARY SEWER LINE INSIDE CASING	\$ 100.00	\$ 3,500.00
4-3	COSA 4.50	35	LF	15" PVC CASING	\$ 170.00	\$ 5,950.00
4-4	COSA 4.04	1041	LF	TRENCH SAFETY	\$ 5.00	\$ 5,205.00
4-5	COSA 4.26	9	EA	4' DIAMETER MANHOLE (5 - 10 FT DEPTH)	\$ 5,900.00	\$ 53,100.00
4-6	COSA 4.26	2	EA	4' DIAMETER MANHOLE (10 - 15 FT DEPTH)	\$ 6,800.00	\$ 13,600.00



CITY OF SAN ANGELO

RFB BID TABULATION | ES-08-19 - AVENUE P DETENTION BASIN

October 30, 2019 at 2:00 PM

4-7	COSA 4.34	10	CY	SANITARY SEWER LINE ABANDONMENT	\$ 350.00	\$ 3,500.00
4-8	COSA 4.34	1	EA	REMOVE/ABANDON EXISTING MANHOLE	\$ 500.00	\$ 500.00
4-9	COSA 4.29	1	LS	BY-PASS PUMPING	\$ 108,350.00	\$ 108,350.00
4-10	COSA 4.07	75	SY	PERMANENT ASPHALT PAVEMENT REPAIR	\$ 79.00	\$ 5,925.00
4-11	COSA 4.23	250	SY	CONCRETE ENCASEMENT	\$ 15.00	\$ 3,750.00
4-12	COSA 4.34	141	LF	SANITARY SEWER REMOVAL	\$ 50.00	\$ 7,050.00
4-13	COSA 4.34	3	EA	CUT AND PLUG EXISTING 8" SANITARY SEWER	\$ 750.00	\$ 2,250.00
TOTAL AMOUNT FOR UNIT 4 - SANITARY SEWER IMPROVEMENTS						\$ 452,110.00
TOTAL ALL UNITS						\$ 2,137,380.00



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Specifications Worksheet

Please indicate your ability to provide the following:

Item	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1.	Excavation (@ 51,690 CY) and embankment (@1,480 CY) for 6-acre detention basin.	☒	☐	
2.	Construction of concrete retaining wall and outfall structure with weir and 24" RCP pipes.	☒	☐	
3.	Removal of existing base & asphalt pavement and construction of approximately 820 SY of 6" concrete pavement.	☒	☐	
4.	Construction of approximately 241 feet of new waterlines including abandonment, removal or grouting of replaced lines with line stops & wet tap connections to existing.	☒	☐	
5.	Construction of approximately 1050 feet of new sanitary sewer lines and 9 manholes including removal, abandonment or grouting of replaced lines & manholes.	☒	☐	
6.	Installation of approximately 1700 ft of 6' chain link fence with barbed wire and concrete mow strip.	☒	☐	

Please indicate your ability to provide the following:

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1.	Completion of project within specified number of days	☒	☐	
2.	Completion of project by City's deadline	☒	☐	
3.	Vendor is not debarred/suspended	☐	☒	



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Bid Sheet

Danell Construction LLC.

Company Name

***Please complete attached Bid Sheet in Microsoft Excel format and include a printed hard copy Bid Sheet as well as a digital (Microsoft Excel file) copy as part of your submission. ***

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

Avenue P Stormwater Detention Basin Project

TOTAL BASE BID = \$ 2,137,380 **Dollars and** 00 **Cents**

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid.



CITY OF SAN ANGELO
AVENUE P DETENTION BASIN

Addendum 1
October 24, 2019

Pursuant to the Foregoing Notice to Respondents, the undersigned Respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an Agreement and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit.

AVENUE P DETENTION BASIN						
ITEM NO.	SPEC. NO.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
UNIT 1 - GENERAL						
1-1	0	1	LS	MOBILIZATION	93,790	93,790 ⁰⁰
1-2	TXDOT 502	3	MO	BARRICADES, SIGNS, TRAFFIC HANDLING	2,800 ⁰⁰	8,400 ⁰⁰
1-3	TXDOT 505	1	LS	TEMP. EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS	52,850	52,850 ⁰⁰
TOTAL AMOUNT FOR UNIT 1 - GENERAL						155,040 ⁰⁰
UNIT 2 - DRAINAGE IMPROVEMENTS						
2-1	COSA 100	6	AC	PREPARE ROW (SITE)	13,786 ⁰⁰	82,716 ⁰⁰
2-2	COSA 100	9	EA	PREPARE ROW (CONCRETE PIERS)	1,695 ⁰⁰	15,255 ⁰⁰
2-3	COSA 107	6	AC	SEEDING FOR EROSION CONTROL	4,164 ⁰⁰	24,984 ⁰⁰
2-4	COSA 110	51690	CY	EXCAVATION (CHANNEL)	12.00	620,280 ⁰⁰
2-5	COSA 132	1480	CY	EMBANKMENT (CLASS 3) (DENSITY CONTROL)	35.00	51,800 ⁰⁰
2-6	TXDOT 464	60	LF	REINFORCED CONCRETE PIPE (24" CL III)	227.00	13,620 ⁰⁰
2-7	COSA 420	310	CY	CONCRETE RETAINING WALL	582.00	180,420 ⁰⁰
2-8	TXDOT 432	325	CY	CONCRETE RIPRAP (5")	542.40	176,280 ⁰⁰
2-9	TXDOT 550	1676	LF	FENCE (CHAIN LINK)(INSTALL)	30.00	50,280 ⁰⁰
2-10	TXDOT 550	1	EA	GATE (INSTALL)	2,458 ⁰⁰	2,458 ⁰⁰
2-11	TXDOT 432	52	CY	CONCRETE RIPRAP (MOW STRIP)(5")	480.00	24,960 ⁰⁰
2-12	TXDOT 550	234	LF	FENCE (PIPE BOLLARD W/ CHAIN)(INSTALL)	18.00	4,212 ⁰⁰
2-13	TXDOT 105	140	CY	REMOVE STABILIZED BASE AND ASPHALT PAVEMENT (6")	22.60	3,164 ⁰⁰
2-14	COSA 110	40	CY	EXCAVATION (ROADWAY)	33.90	1,356 ⁰⁰
2-15	COSA 350	820	SY	CONCRETE PAVEMENT (6")	168.00	137,760 ⁰⁰
2-16	COSA 529	238	LF	CURBS AND GUTTER	122.00	29,036 ⁰⁰
2-17	TXDOT 635	28	SF	SIGNS	17.00	476 ⁰⁰
2-18	TXDOT 644	4	EA	INSTALL SMALL ROAD SIGN SUPPORT AND ASSEMBLY	847.50	3,390 ⁰⁰
TOTAL AMOUNT FOR UNIT 2 - DRAINAGE IMPROVEMENTS						1,422,447 ⁰⁰
UNIT 3 - WATER IMPROVEMENTS						
3-1	COSA 4.09	114	LF	6" WATER LINE	160.00	18,240 ⁰⁰
3-2	COSA 4.19	3	EA	CUT AND PLUG EXISTING 6" WATER LINE	675.00	2,025 ⁰⁰
3-3	COSA 4.19	2	EA	8"x8" TAPPING SLEEVE AND VALVE	4,700 ⁰⁰	9,400 ⁰⁰
3-4	COSA 4.19	2	EA	6" CONSTRUCTION ISOLATION POINT	11,865	23,730 ⁰⁰
3-5	COSA 4.09	3	CY	WATER LINE ABANDONMENT	240.00	720 ⁰⁰
3-6	COSA 4.09	106	LF	8" WATER LINE	194.00	20,564 ⁰⁰
3-7	COSA 4.19	2	EA	8" CONSTRUCTION ISOLATION POINT	13,108 ⁰⁰	26,216 ⁰⁰
3-8	COSA 4.09	123	LF	WATER LINE REMOVAL	56.00	6,888 ⁰⁰
TOTAL AMOUNT FOR UNIT 3 - WATER IMPROVEMENTS						107,783 ⁰⁰
UNIT 4 - SANITARY SEWER IMPROVEMENTS						
4-1	COSA 4.23	1041	LF	8" SANITARY SEWER LINE	230.00	239,430 ⁰⁰
4-2	COSA 4.50	35	LF	8" SANITARY SEWER LINE INSIDE CASING	100.00	3,500 ⁰⁰
4-3	COSA 4.50	35	LF	15" PVC CASING	170.00	5,950 ⁰⁰
4-4	COSA 4.04	1041	LF	TRENCH SAFETY	5.00	5,205 ⁰⁰

4-5	COSA 4.25	9	EA	4" DIAMETER MANHOLE (5 - 10 FT DEPTH)	5,900 ⁰⁰	53,100 ⁰⁰
4-6	COSA 4.25	2	EA	4" DIAMETER MANHOLE (10 - 15 FT DEPTH)	6,800 ⁰⁰	13,600 ⁰⁰
4-7	COSA 4.34	10	CY	SANITARY SEWER LINE ABANDONMENT	350 ⁰⁰	3,500 ⁰⁰
4-8	COSA 4.34	1	EA	REMOVE/ABANDON EXISTING MANHOLE	500 ⁰⁰	500 ⁰⁰
4-9	COSA 4.29	1	LS	BY-PASS PUMPING	108,350 ⁰⁰	108,350 ⁰⁰
4-10	COSA 4.07	75	SY	PERMANENT ASPHALT PAVEMENT REPAIR	79 ⁰⁰	5,925 ⁰⁰
4-11	COSA 4.23	250	SY	CONCRETE ENCASEMENT	15 ⁰⁰	3,750 ⁰⁰
4-12	COSA 4.34	141	LF	SANITARY SEWER REMOVAL	50 ⁰⁰	7,050 ⁰⁰
4-13	COSA 4.34	3	EA	CUT AND PLUG EXISTING 8" SANITARY SEWER	750 ⁰⁰	2,250 ⁰⁰
TOTAL AMOUNT FOR UNIT 4 - SANITARY SEWER IMPROVEMENTS						452,110 ⁰⁰
					TOTAL ALL UNITS	2,137,380 ⁰⁰



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess an \$1050.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 540 Calendar Days.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Authorized Signature/Contact Information

Vendor Name: Darnell Construction, LLC
Authorized Signature: [Signature]
Print Name: Jody Darnell **Date:** October 30, 2019
Title: Owner **Email:** jdarnellconstruction@suddenlinkmail.com
Primary Contact: Jody Darnell
Title: Owner **Email:** jdarnellconstruction@suddenlinkmail.com
Telephone: 325-653-1920 **Fax:** 325-658-5324
Mailing Address: 4750 S. Chadbourne St.
City, State, Zip: San Angelo, TX 76904
Physical Address: 4750 S. Chadbourne St.
(Cannot be a PO Box)
City, State, Zip: San Angelo, TX 76904

Attach IRS W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Darnell Construction, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 4750 S. Chadbourne St.	Requester's name and address (optional)
6 City, state, and ZIP code San Angelo, Texas 76904	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
8	0
-	0
8	8
0	7
9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **March 1, 2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated October 25, 2019

Received J. D. October 25, 2019

Addendum No. 2 dated October 28, 2019

Received J. D. October 29, 2019

Addendum No. 3 dated _____

Received _____

Please Print

Darden Construction LLC
Company Name

Signature [Signature]

Tody Darden
Printed Name

Owner
Title

4750 S. Chalkwood St
Address

San Angelo, TX 76904
City, State Zip Code



CITY OF SAN ANGELO

PURCHASING DIVISION

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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.


Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 03/05/19)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5 (Mayor Pro Tempore)
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation officers are:

Todd R. Kolls, President
Bill Dendle, First Vice President
David Cummings, Second Vice President



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
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Edward Carrasco, Director
Garland Freeze, Director
Max Puello, Director

Executive Director: Guy Andrews



CITY OF SAN ANGELO

PURCHASING DIVISION

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Tel: (325) 657-4219

Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name Darnell Construction, LLC.

October 30, 2019
Date

By: Jody Darnell Owner
Name and Title of Authorized Representative


Signature of Authorized Representative



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



CITY OF SAN ANGELO
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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a vendor whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a vendor who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest vendor or (b) the vendor whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local vendor offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Local Preference Consideration Application

Business Name: Darnell Construction, LLC.
Physical Address: 4750 S. Chadbourne St.
Mailing Address: 4750 S. Chadbourne St.
City, State, Zip Code: San Angelo, TX 76904

Business Type:

- ☐ Corporation – Indicate state of incorporation
☒ Partnership – Indicate "general" or "limited" LLC
☐ Sole proprietorship

Attachments: *Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.* X

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)


Authorized Representative Signature

Jody Darnell
Printed Name

Owner
Title

October 30, 2019
Date

(Attach description and documentation of economic impact as outlined on previous page)



CITY OF SAN ANGELO
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Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

- A. Non-resident Vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, are not required to underbid resident vendors.

- B. Our principal place of business or corporate offices are in the State of Texas: X .

VENDOR:

(Please print)

Darnell Construction, LLC.

Company Name

Jody Darnell

Signature

Jody Darnell

Printed Name

Owner

Title

4750 S. Chadbourne St.

Address

San Angelo, TX 76904

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
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City References

Darnell Construction, LLC.
Company Name

List five (5) similar projects that your company has completed for the City of San Angelo. All references shall be for work completed in the last five (5) years.

Reference One

Project Name: COSA - RFB ES-09-17/Sulphur Draw
Location: Sulphur Draw Area / Santa Rita
Contact Person and Title: Andy Vecellio Engineer/ Designer COSA
Telephone Number: 325-657-4215
Scope of Work: Sewer improvements
Contract Period: 01/02/2018 - 07/30/2019

Reference Two

Project Name: COSA - MLK Transportation Enhancement / Infrastructure Improvement Project
Location: 2501 Martin Luther King Blvd San Angelo, TX 76901 Proj. No. 11317
Contact Person and Title: Lance Overstreet Engineer / Designer COSA
Telephone Number: 325-655-6397
Scope of Work: Enhancement / Infrastructure Water Improvement
Contract Period: 11/01/2016 - 05/2017

Reference Three

Project Name: COSA RECSP WU-01-15/2015
Location: Sherwood Way, San Angelo, TX
Contact Person and Title: Joseph Mangrem, PE / COSA
Telephone Number: 325-657-4547
Scope of Work: Water line improvements
Contract Period: 06/2015 - 07/2016



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Reference Four

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____



CITY OF SAN ANGELO
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Local Area References

Darnell Construction, LLC.
Company Name

List five (5) similar projects that your company has completed within 150 miles of the City (but not for the City of San Angelo). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: City of Iraan new wastewater treatment plant TWDB ID 21741
Location: Iraan, TX
Contact Person and Title: Zack Dawson Engineer / Designer Parkhill, Smith & Cooper
Telephone Number: 806-473-2200 ZDawson@TEAM-PSC.com
Scope of Work: Iraan - New Wastewater Treatment Plant
Contract Period: 09/2017 - 06/2020

Reference Two

Government/Company Name: ASU Centennial Village Phase II
Location: San Angelo, TX 76904
Contact Person and Title: Keith Riggott Engineer / Designer Whiting-Turner Co
Telephone Number: 210-558-1880 Keith.Riggott@whiting-turner.com
Scope of Work: water & sewer utilities
Contract Period: 03/2017 - 09/2017

Reference Three

Government/Company Name: CITY OF LAMESA, TX WATER SYSTEM IMPROVEMENTS / WATER LINE REPLACEMENT
TxCDBG No. 721280
Location: Lamesa, TX
Contact Person and Title: Kelli Cool, PE Parkhill, Smith & Cooper
Telephone Number: 806-473-2200
Scope of Work: water system improvements
Contract Period: 10/2017



CITY OF SAN ANGELO
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Reference Four

Government/Company Name: City of Paint Rock, TX TDAP No. 7215351

Location: Paint Rock, TX

Contact Person and Title: Allen Phillips PE / Jacob & Martin

Telephone Number: 325-695-1070

Scope of Work: water system improvements

Contract Period: 09/2016 - 04/2017

Reference Five

Government/Company Name: BS 2014 Sewer Phase A

Location: Big Spring, TX

Contact Person and Title: Zak Dawson, PE / Parkhill, Smith & Cooper

Telephone Number: 806-473-3530

Scope of Work: sewer improvement / extension

Contract Period: 07/2015



CITY OF SAN ANGELO
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List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: 30%

Business Name: Darnell Construction, LLC.

Contact Name: Jody Darnell

Telephone: 325-653-1920

Address, City, State, Zip: 4750 S. Chadbourne St. San Angelo, TX 76904

Category of Work: Dirt work % of Proposed Contract Amount: 40%

Business Name: Baxter Construction, LLC.

Contact Name: Guymon Richards

Telephone: 325-650-3330

Address, City, State, Zip: 6617 S. US HWY 277 San Angelo, TX 76904

Category of Work: Fence % of Proposed Contract Amount: 10%

Business Name: MEZA FENCE

Contact Name: Vince Meza

Telephone: 325-234-6061

Address, City, State, Zip: 309 Hunter's Glen Rd San Angelo, Texas 76901

Category of Work: Concrete % of Proposed Contract Amount: 20%

Business Name: Under Ground Commercial, LLC

Contact Name: Mickey Fauce

Telephone: 325-656-8275

Address, City, State, Zip: 3602 Greedmendon Dr. San Angelo, TX 76904

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%



CITY OF SAN ANGELO
PURCHASING DIVISION
 72 West College Avenue, San Angelo, Texas 76903
 Tel: (325) 657-4219

Vendor Safety Record

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2018 0.81
 2017 1.16
 2016 1.00
 2015 1.00
 2014 1.00

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2018	2017	2016	2015	2014
Number of injuries & illnesses	0	1	0	0	1
Number of lost time accidents	0	1	0	0	1
Number of recordable cases	0	1	0	0	1
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	0	1,900	0	0	1,900

III. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)? ☒ Yes ☐ No

If yes, frequency: ☒ Weekly ☐ Bi-Monthly ☐ Monthly ☐ As Needed

b. Are project safety inspections conducted? ☒ Yes ☐ No

If yes, who performs inspections? Jody Darnell Owner

How often? weekly

Who is required to attend? Supervisor of the project

c. Does your organization have a written safety program? ☒ Yes ☐ No

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees? ☒ Yes ☐ No

For employees promoted to Field Supervisor? ☒ Yes ☐ No

If yes, does your Supervisor Safety Program include instructions on the following:

Safety Work Practices	☒ Yes	☐ No
Toolbox Safety Meetings	☒ Yes	☐ No
First Aid Procedures	☒ Yes	☐ No
Accident Investigation	☒ Yes	☐ No
Fire Protection	☒ Yes	☐ No
New Worker's Orientation	☒ Yes	☐ No



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Special Insurance Rider

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment).

Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Environmental Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement if any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00 Combined Single Limits

Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

October 30, 2019
Date

By: Jody Andrew Odden
Name and Title of Authorized Representative

[Signature]
Signature of Authorized Representative



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB ES-08-19

My name is Jody Lee Dawson, "Declarant":
(First) (Middle) (Last)

My date of birth is 12/07/70; and,

My address is 4750 S. Chadbourne, San Angelo, TX
(Street) (City) (State)

76904, and Tom Green
(Zip Code) (Country)

My position with Dawson Construction, Inc., contracting company, is Owner.
(contracting company) (office held)

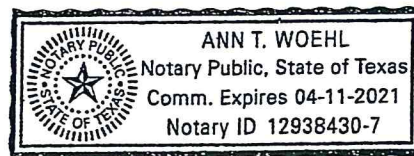
(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terrorist organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TOM GREEN County, State of TX, on the 30th day of
(County)
October, 20 19.
(Month)

Ann Woehl
Declarant





CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Draft Contract Cover – Acknowledgement Sheet

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

☒ I have read and can comply with all contract terms. I am not returning the draft contract.

☐ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.


Signature _____ Date October 30, 2019

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider the following:

1. Accepting the Rescindment of Award recommendation from KSA Engineers and rejecting the bid from American Road Maintenance for failure to produce the mandatory Disadvantaged Business Enterprise plan in the bid documents for Airport Improvement Program (AIP) 39, Runway 18/36 Rehabilitation and Commercial Ramp Rehabilitation (Presentation made by KSA)
2. Rejecting all bids and restructuring and rebidding AIP-39, Runway 18/36 Rehabilitation and Commercial Ramp Rehabilitation, due to the lack of available FAA grant funding (Presentation made by Airport Director Jeremy Valgardson)

Summary/History:

On October 1st, 2019 City Council approved awarding American Road Maintenance in the amount of \$1,260,732 for the FAA Grant Project AIP-39 Runway 18/36 Rehabilitation and Commercial Ramp Rehabilitation project. American Road Maintenance failed to submit the proper DBE plan during the bid phase as well when requested by the purchasing department.

The FAA Grant was awarded to the city in the amount of \$1,100,600 to fund 90% of the project. Maxwell Asphalt Inc. was the 2nd lowest bidder at \$1,770,845 and Vance Brothers was the 3rd lowest at \$1,963,162.50, thus, a lack of funding to complete the project with the other 2 bidders.

Financial Impact:

FAA Grant offer: \$1,100,600

San Angelo's Share: \$110,060 (PFC Funded)

Other Information/Recommendation:

We will be restructuring the scope of work and add alternatives to make sure the project will be within budget.

Attachments:

- | | |
|---|--|
| 1. SAN.075 - Bid Recommendation Rescindment | SAN.075 - Bid Recommendation Rescindment.pdf |
| 2. SAN.075 - Bid Recommendation Package | SAN.075 - Bid Recommendation Package.pdf |

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson

Jeremy Valgardson

Created/Initiated

Approved

Theresa James
Nolan Sosa
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
Approved
Final Approval



3134 Executive Drive, Suite B
San Angelo, TX 76904
325.947.1555

October 28, 2019

Mr. Jeremy Valgardson C.M.
Airport Director
San Angelo Regional Airport / Mathis Field
8618 Terminal Circle, Suite 101
San Angelo, Texas 76904

via email
jeremy.valgardson@cosatx.us

RE: San Angelo Regional Airport / Mathis Field
Runway 18-36 and Commercial Apron Rehabilitation, FAA AIP 3-048-0191-039-2019 (KSA SAN.075, 076)
Bid Recommendation Rescindment

Dear Mr. Valgardson:

Sealed bid proposals for the above referenced project were received, publicly opened, and read aloud on September 10, 2019 at 2:00 PM MDT at the City of San Angelo Purchasing Department in City Hall, as duly advertised. Three (3) bids were received for this project.

The bid proposal for the project included a base bid for the rehabilitation of Runway 18-36, the rehabilitation of the Commercial Apron and the replacement of failing concrete panels on the apron surface adjacent to the commercial apron. It also included an alternate bid item to repair additional concrete panels in disrepair adjacent to the commercial apron. The low total base bid plus alternate for the project was submitted by American Road Maintenance, Inc., 4554 E. Eco Industrial Place, Tucson, Arizona, 85756 – that bid included a Base Bid of \$932,732.00 and an Alternate Bid No. 1 for \$328,000 for a total bid of \$1,260,732.00. Maxwell Asphalt, Inc. of Salt Lake City, Utah submitted the second lowest total bid in the amount of \$1,770,845.00, and Vance Brothers, Inc. of Kansas City, Missouri submitted the third lowest total bid in the amount of \$1,963,162.50.

As the low bidder, and per information presented in the bid package, references, and their work on previous projects, American Road Maintenance, Inc. (ARM) was thus recommended for completing this work at the San Angelo Regional Airport / Mathis Field.

The City has requested ARM's DBE Plan. ARM has not yet been able to produce a valid DBE Plan. Therefore, we must rescind the recommendation to award the project to American Road Maintenance, Inc.

If you have any questions, please do not hesitate to call.

Sincerely,

KSA

Dan Neelley, P.E.
Senior Project Manager

cc: Nolan Sosa, Purchasing Manager, City of San Angelo
Craig Phipps, P.E., Vice President, Director of Aviation Services, KSA
Chris Wilde, P.E., Project Engineer, KSA

September 20, 2019

Mr. Jeremy Valgardson C.M.
Airport Director
San Angelo Regional Airport / Mathis Field
8618 Terminal Circle, Suite 101
San Angelo, Texas 76904

via email
jeremy.valgardson@cosatx.us

RE: San Angelo Regional Airport / Mathis Field
Runway 18-36 and Commercial Apron Rehabilitation, *FAA AIP 3-048-0191-039-2019 (KSA SAN.075, 076)*
Bid Recommendation

Dear Mr. Valgardson:

Sealed bid proposals for the above referenced project were received, publicly opened, and read aloud on September 10, 2019 at 2:00 PM MDT at the City of San Angelo Purchasing Department in City Hall, as duly advertised. Three (3) bids were received for this project. A bid tabulation has been prepared and is attached for your information.

The bid proposal for the project included a base bid for the rehabilitation of Runway 18-36, the rehabilitation of the Commercial Apron and the replacement of failing concrete panels on the apron surface adjacent to the commercial apron. It also included an alternate bid item to repair additional concrete panels in disrepair adjacent to the commercial apron. The low total base bid plus alternate for the project was submitted by American Road Maintenance, Inc., 4554 E. Eco Industrial Place, Tucson, Arizona, 85756. The results of American Road Maintenance's bid is as follows:

Total Base Bid:	\$932,732.00
Alternate Bid No. 1:	\$328,000.00
Total Base Bid + Alternate Bid No. 1:	\$1,260,732.00

Maxwell Asphalt, Inc. of Salt Lake City, Utah submitted the second lowest total bid in the amount of \$1,770,845.00, and Vance Brothers, Inc. of Kansas City, Missouri submitted the third lowest total bid in the amount of \$1,963,162.50.

Per references, and their work on previous projects, American Road Maintenance, Inc. appears to be qualified and capable of completing this work at the San Angelo Regional Airport / Mathis Field. They have completed previous projects of similar scope to that of this project. They also submitted the following items as part of their bid package:

- Proposal with acknowledgement of Addenda,
- Bid Bond,
- Bid Form, properly executed,
- List of Proposed Subcontractors and Suppliers,
- DBE Subcontracts/Percentage Calculation, and
- Vendor Safety Record.

KSA recommends that the project be awarded to American Road Maintenance, Inc. for the amount of \$1,260,732.00. This award and amount includes the rehabilitation of Runway 18-36, the rehabilitation of the Commercial Apron and the replacement of failing concrete panels on the apron surface adjacent to the commercial apron (Base Bid), as well as the replacement of the additional concrete panels in disrepair adjacent to the commercial apron (Alternate Bid 1).

The total contract time for this project is 60 working days.

If you have any questions, please do not hesitate to call.

Sincerely,

KSA

A handwritten signature in blue ink, appearing to read "D. Neelley", is written over a horizontal line.

Dan Neelley, P.E.
Senior Project Manager

cc: Chris Wilde, P.E., Project Engineer, KSA

BID TABULATION SUMMARY SHEET
SAN ANGELO REGIONAL AIRPORT
RUNWAY 18-36 AND COMMERCIAL APRON REHAB

CONTRACTOR	BID ITEM 1: MOBILIZATION	BID ITEM 2: RUNWAY 18-36 REHABILITATION	BID ITEM 3: COMMERCIAL APRON REHABILITATION	TOTAL BASE BID	ALTERNATE BID 1: APRON REHABILITATION	TOTAL BASE BID AND ALTERNATE BID 1
American Road Maintenance, Inc.	\$30,000.00	\$572,218.00	\$330,514.00	\$932,732.00	\$328,000.00	\$1,260,732.00
Maxwell Asphalt, Inc.	\$75,000.00	\$885,215.00	\$487,430.00	\$1,447,645.00	\$323,200.00	\$1,770,845.00
Vance Brothers, Inc.	\$126,000.00	\$971,912.50	\$433,250.00	\$1,531,162.50	\$432,000.00	\$1,963,162.50

BID TABULATION
SAN ANGELO REGIONAL AIRPORT
RUNWAY 18-36 AND COMMERCIAL APRON REHAB

Bid Date: Tuesday, September 10, 2019
2:00 P.M.

BID NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	AMERICAN ROAD MAINTENANCE, 4554 E ECO INDUSTRIAL PLACE TUCSON, AZ 85756 Phone: (630) 417-0227	MAXWELL ASPHALT, INC. 650 SOUTH DELONG ST SALT LAKE CITY, UT 84104 Phone: (720) 323-7771	VANCE BROTHERS, INC. PO BOX 300107 KANSAS CITY, MO 64130 Phone: (816) 923-4325	UNIT PRICE	TOTAL PRICE
Bid Item 1: Mobilization, Temporary Access											
1.01	C-105, KSA-100	Mobilization	LS	1.00	\$25,000.00	\$25,000.00				\$91,000.00	\$91,000.00
1.02	KSA-105	Barricades and Markings for Pavement Closures	LS	1.00	\$5,000.00	\$5,000.00				\$35,000.00	\$35,000.00
Subtotal, Bid Item 1: Mobilization, Temporary Access						\$30,000.00					\$126,000.00
Bid Item 2: Runway 18-36 Rehabilitation Base Bid											
2.01	P-101	Paint and Rubber Removal	SF	174,150	\$0.30	\$52,245.00				\$1.25	\$217,687.50
2.02	P-101	Crack Repair - HMA/C Pavement	LF	42,700	\$1.50	\$64,050.00				\$0.65	\$27,755.00
2.03	P-605	Crack Sealing - HMA/C Pavement	LF	42,700	\$1.25	\$53,375.00				\$1.60	\$68,320.00
2.04	P-608-R	Rapid Cure Seal Coat	SY	159,300	\$1.75	\$278,775.00				\$1.95	\$310,635.00
2.05	P-620	White Markings (Reflective)	SF	112,800	\$0.80	\$90,240.00				\$1.55	\$174,840.00
2.06	P-620	Yellow Markings (Reflective)	SF	11,300	\$0.81	\$9,153.00				\$1.55	\$17,515.00
2.07	P-620	Black Markings (Non-Reflective)	SF	47,750	\$0.40	\$19,100.00				\$1.35	\$64,462.50
2.08	P-620	Surface Painted Signs	EA	8	\$660.00	\$5,280.00				\$500.00	\$4,000.00
Subtotal, Bid Item 2: Runway 18-36 Rehabilitation Base Bid						\$572,218.00				\$885,215.00	\$971,912.50
Bid Item 3: Commercial Apron Rehabilitation Base Bid											
3.01	P-101	Pavement Removal - 6" Reinforced Cement Concrete	SY	1,200	\$63.00	\$75,600.00				\$45.00	\$54,000.00
3.02	P-101	Rework Existing Base Material	SY	1,200	\$44.00	\$52,800.00				\$68.00	\$81,600.00
3.03	P-101	Removal of Existing Joint Sealant and Cleaning Existing Joints - PCC Pavement	LF	23,500	\$2.00	\$47,000.00				\$5.00	\$117,500.00
3.04	P-501	6" Reinforced Cement Concrete Pavement	SY	1,200	\$82.00	\$98,400.00				\$79.00	\$94,800.00
3.05	P-605	Joint Sealing - PCC Pavement	LF	25,900	\$2.00	\$51,800.00				\$5.00	\$129,500.00
3.07	P-620	White Markings (Reflective)	SF	2,200	\$0.80	\$1,760.00				\$1.55	\$3,410.00
3.08	P-620	Yellow Markings (Reflective)	SF	1,000	\$0.81	\$810.00				\$1.55	\$1,550.00
3.09	P-620	Red Markings (Reflective)	SF	2,400	\$0.81	\$1,944.00				\$1.55	\$3,720.00
3.10	P-620	Black Markings (Non-Reflective)	SF	1,000	\$0.40	\$400.00				\$1.35	\$1,350.00
Subtotal, Bid Item 3: Commercial Apron Rehabilitation Base Bid						\$330,514.00				\$487,430.00	\$433,250.00
Bid Item 3A1: Commercial Apron Rehabilitation - Alternate Bid 1											
3A1.01	P-101	Pavement Removal - 6" Reinforced Cement Concrete	SY	1,600	\$63.00	\$100,800.00				\$45.00	\$72,000.00
3A1.02	P-101	Rework Existing Base Material	SY	1,600	\$44.00	\$70,400.00				\$68.00	\$108,800.00
3A1.03	P-501	6" Reinforced Cement Concrete Pavement	SY	1,600	\$82.00	\$131,200.00				\$79.00	\$126,400.00
3A1.04	P-605	Joint Sealing - PCC Pavement	LF	3,200	\$8.00	\$25,600.00				\$5.00	\$16,000.00
Subtotal, Bid Item 3A1: Commercial Apron Rehabilitation - Alternate Bid 1						\$328,000.00				\$323,200.00	\$432,000.00
BID SUMMARY:											
Bid Item 1: Mobilization, Temporary Access											
Bid Item 2: Runway 18-36 Rehabilitation Base Bid											
Bid Item 3: Commercial Apron Rehabilitation Base Bid											
TOTAL BASE BID ITEMS						\$932,732.00				\$1,447,645.00	\$1,531,162.50
Bid Item 3A1: Commercial Apron Rehabilitation - Alternate Bid 1						\$328,000.00				\$323,200.00	\$432,000.00
BID SCHEDULE 1 BASE BID + ADDITIVE ALTERNATE TOTAL						\$1,260,732.00				\$1,770,845.00	\$1,963,162.50

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bucky Hasty, IT Manager, Information Technology, 325-486-3767

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider approving a contract with US Digital Designs via NNPGov contract VH1164 for the purchase of a Fire Station Alerting System in the amount of \$539,582 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Information Technology Director Bucky Hasty)

Summary/History:

Public Safety Communications currently operates an obsolete Fire Station Alerting system. The current system requires manual activation and is unable to interface with modern Computer Aided Dispatch systems. This new system, if approved, will directly interface with our Hexagon dispatch software and enable efficient activation of new lighting and audio alerting technology for our First Responders.

Financial Impact:

The total cost of the project is quoted at \$539,582. This amount allows for a contingency fund of \$53,665 in the event of unforeseen expenses. If we elect to continue the warranty and maintenance after the included 18 months, yearly warranty and maintenance expenses are estimated to be \$37,000. If deemed necessary, the Fire Department will request a target level increase for these funds.

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Pricing Per Station Summary | Pricing Per Station Summary.pdf |
|--------------------------------|---------------------------------|

Presentation:

Bucky Hasty, Patrick Brody

Approvals/Reviews:

Bucky Hasty	Created/Initiated
Bucky Hasty	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 10/1/2019
Expires: 12/30/2019

Quote SUBMITTED TO:

San Angelo, Texas

San Angelo Fire Department

REF PROPOSAL

TX_SANFG003 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL		
	\$	50,370.98
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	\$ 49,385.25
	PRIMARY DISPATCH WARRANTY & SUPPORT :	\$ -
	PRIMARY DISPATCH G2 FSA SYSTEM MISC:	\$ 985.73
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal.		
STATION-LEVEL SUBTOTAL		
	\$	489,211.81
Includes:	STATION 01 SYSTEM:	\$ 87,188.89
	STATION 01 WARRANTY & SUPPORT:	\$ -
	STATION 01 MISC.:	\$ 1,710.72
Includes:	STATION 02 SYSTEM:	\$ 54,317.07
	STATION 02 WARRANTY & SUPPORT:	\$ -
	STATION 02 MISC.:	\$ 1,067.76
Includes:	STATION 03 SYSTEM:	\$ 53,784.66
	STATION 03 WARRANTY & SUPPORT:	\$ -
	STATION 03 MISC.:	\$ 1,058.09
Includes:	STATION 04 SYSTEM:	\$ 63,363.34
	STATION 04 WARRANTY & SUPPORT:	\$ -
	STATION 04 MISC.:	\$ 1,244.45
Includes:	STATION 05 SYSTEM:	\$ 63,363.34
	STATION 05 WARRANTY & SUPPORT:	\$ -
	STATION 05 MISC.:	\$ 1,244.45
Includes:	STATION 06 SYSTEM:	\$ 53,784.66
	STATION 06 WARRANTY & SUPPORT:	\$ -
	STATION 06 MISC.:	\$ 1,058.09
Includes:	STATION 07 SYSTEM:	\$ 63,363.34
	STATION 07 WARRANTY & SUPPORT:	\$ -
	STATION 07 MISC.:	\$ 1,244.45
Includes:	STATION 08 SYSTEM:	\$ 40,620.02
	STATION 08 WARRANTY & SUPPORT:	\$ -
	STATION 08 MISC.:	\$ 798.48
Notes: Eight (8) Station Systems currently included in this proposal, with installation to be done by Crosspoint Communications		
US Digital Designs System Total		\$ 539,582.79

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Update on Sales Tax revenue performance (Presentation made by Finance Director Tina Dierschke)

Summary/History:

Sales Tax Revenue has performed as follows this fiscal year:

October - an increase of 2.94%

November - an increase of 0.50%

Year to date, revenue is \$259,705 more than budgeted.

Financial Impact:

Sales Tax revenue for fiscal year 2020 is over year-to-date budget by 8.35% and \$259,705 after November 2019 receipts.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|----------------------------------|
| 1. | 2 November Sales Tax Update | 2 November Sales Tax Update.pptx |
|----|-----------------------------|----------------------------------|

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Julia Antilley	Final Approval



City Council

November 12, 2019



Sales Tax Revenue

- Up 0.50% in November compared with the same month in prior year
- Over budget for revenue by \$259,705 year to date





City Council

November 12, 2019



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, City Clerk, City Clerk, 325-657-4405

Meeting Date: November 12, 2019

Item type: Regular Item

Caption:

Consider a resolution canvassing returns and declaring the results of the Special Election held November 5, 2019; providing severability and an effective date (Presentation made by City Clerk Julia Antilley)

Summary/History:

The canvassing of elections is required by the election code.

Financial Impact:

The expense of the election was shared on a prorata basis with Tom Green County and Water Valley ISD. The base estimate is \$14,000.

Other Information/Recommendation:

Staff recommends adopting the resolution.

Attachments:

1. 19-0524_CANVASS_RESO-ORDER_11-12-19 19-0524_CANVASS_RESO-ORDER_11-12-19 (FINAL w ADOPTION).docx
2. Exhibit A - Unofficial Final Canvass Unofficial Final Canvass.pdf

Presentation:

Approvals/Reviews:

Julia Antilley
Dan Saluri
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF THE SPECIAL ELECTION HELD ON THE 5TH DAY OF NOVEMBER, 2019, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF SAN ANGELO A PROPOSITION AUTHORIZING EXPENDITURE OF THE PRINCIPAL OF THE LAKE NASWORTHY TRUST FUND FOR LAKE AND RIVER IMPROVEMENTS AND SEWER SYSTEM IMPROVEMENTS; TABULATING THE TOTAL NUMBER OF VOTES; DECLARING FINDINGS OF FACT; DECLARING RESULTS AND SO ORDERING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 2019-106 of the City of San Angelo a Special Election was held on the 5th day of November, 2019, for the purpose of adopting or rejecting Proposition “A”, authorizing expenditure of the Principal of the Lake Nasworthy Trust Fund for lake and river improvements and sewer system improvements; and,

WHEREAS, on November 5, 2019, a Special Election was held with the solemnity and formality necessary to make a valid election under law, at which the qualified voters of the City of San Angelo had opportunity to vote for the purpose of adopting or rejecting Proposition “A”; and,

WHEREAS, the City Council for the City of San Angelo is the canvassing authority required to canvass the returns and declare the results of the election pursuant to Chapter 67 of the Texas Election Code; and,

WHEREAS, Section 67.004(a) of the Texas Election Code, as amended, establishes the quorum level required to canvass election results to be two members of the canvassing authority; and

WHEREAS, the City Council of the City of San Angelo, does hereby examine the returns of said Special Election;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS THAT:

Section 1. The foregoing recitals are found by the City Council to be true and correct, and are adopted as part of this Resolution for all purposes.

Section 2. The City Council officially finds and determines that the said Special Election was duly ordered to be held in the City of San Angelo, Texas, on the 5th day of November, 2019, for the purpose of adopting or rejecting Proposition “A”, authorizing expenditure of the Principal of the Lake Nasworthy Trust Fund for lake and river improvements and sewer system improvements; that proper notice of said election was given; that qualified election officers were duly appointed prior to said election; that said election has been made in accordance with law and election returns delivered; and, that the City Council has properly canvassed said returns, all in accordance with law.

Section 3. The City Council officially finds and determines that only qualified voters of the City of San Angelo were allowed to vote at said election, that the following votes were cast at said election, and that the canvass of the votes cast in said election and returns thereof, attached hereto as Exhibit “A”, were made in accordance with the law:

Proposition	Early/Absentee		Election Day		Total	
"A"						
FOR	2,246	78.01%	3,703	77.79%	5,949	77.88%
AGAINST	633	21.99%	1,057	22.21%	1,690	22.12%

Section 4. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of San Angelo, Texas Home-Rule Charter, the City Council officially finds, declares and orders the results of said Special Election to be that:

Proposition "A" was duly adopted by a majority vote of the qualified voters of the City voting on Proposition "A" at said Special Election and the same is hereby declared and ordered adopted.

Section 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public as required and that public notice of the time, place, and purpose of the meeting was given as required by law.

Section 7. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 12th day of November, 2019.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT A

(Election Returns)

Cumulative Results

11052019 Secial Election

Run Time 11:31 PM

Run Date 11/05/2019

Tom Green County

Special Election

11/5/2019

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Unofficial results**Registered Voters**

10371 of 66418 = 15.61 %

State of Texas Proposition 1 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		301	28.45%	1162	44.35%	2554	39.11%	4017	39.35%
AGAINST		757	71.55%	1458	55.65%	3976	60.89%	6191	60.65%
Cast Votes:		1058	100.00%	2620	100.00%	6530	100.00%	10208	100.00%
Undervotes:		17		27		118		162	
Overvotes:		0		1		0		1	

State of Texas Proposition 2 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		691	65.68%	1700	65.01%	4285	65.84%	6676	65.61%
AGAINST		361	34.32%	915	34.99%	2223	34.16%	3499	34.39%
Cast Votes:		1052	100.00%	2615	100.00%	6508	100.00%	10175	100.00%
Undervotes:		23		33		140		196	
Overvotes:		0		0		0		0	

State of Texas Proposition 3 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		906	85.88%	2197	84.14%	5520	84.98%	8623	84.86%
AGAINST		149	14.12%	414	15.86%	976	15.02%	1539	15.14%
Cast Votes:		1055	100.00%	2611	100.00%	6496	100.00%	10162	100.00%
Undervotes:		20		37		152		209	
Overvotes:		0		0		0		0	

Cumulative Results

11052019 Secial Election

Run Time 11:31 PM

Run Date 11/05/2019

Tom Green County

Special Election

11/5/2019

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Unofficial results

Registered Voters

10371 of 66418 = 15.61 %

State of Texas Proposition 4 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		768	73.63%	2194	83.52%	5563	84.47%	8525	83.12%
AGAINST		275	26.37%	433	16.48%	1023	15.53%	1731	16.88%
Cast Votes:		1043	100.00%	2627	100.00%	6586	100.00%	10256	100.00%
Undervotes:		32		21		62		115	
Overvotes:		0		0		0		0	

State of Texas Proposition 5 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		940	88.51%	2296	87.33%	5846	88.94%	9082	88.48%
AGAINST		122	11.49%	333	12.67%	727	11.06%	1182	11.52%
Cast Votes:		1062	100.00%	2629	100.00%	6573	100.00%	10264	100.00%
Undervotes:		13		19		75		107	
Overvotes:		0		0		0		0	

State of Texas Proposition 6 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		678	64.51%	1643	63.00%	4244	65.48%	6565	64.74%
AGAINST		373	35.49%	965	37.00%	2237	34.52%	3575	35.26%
Cast Votes:		1051	100.00%	2608	100.00%	6481	100.00%	10140	100.00%
Undervotes:		24		40		167		231	
Overvotes:		0		0		0		0	

Cumulative Results

11052019 Secial Election

Run Time 11:31 PM

Run Date 11/05/2019

Tom Green County

Special Election

11/5/2019

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Unofficial results**Registered Voters**

10371 of 66418 = 15.61 %

State of Texas Proposition 7 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		712	68.33%	1846	70.76%	4712	72.68%	7270	71.74%
AGAINST		330	31.67%	763	29.24%	1771	27.32%	2864	28.26%
Cast Votes:		1042	100.00%	2609	100.00%	6483	100.00%	10134	100.00%
Undervotes:		33		39		165		237	
Overvotes:		0		0		0		0	

State of Texas Proposition 8 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		799	76.46%	1826	70.31%	4768	73.65%	7393	73.08%
AGAINST		246	23.54%	771	29.69%	1706	26.35%	2723	26.92%
Cast Votes:		1045	100.00%	2597	100.00%	6474	100.00%	10116	100.00%
Undervotes:		30		51		174		255	
Overvotes:		0		0		0		0	

State of Texas Proposition 9 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		537	52.91%	1487	58.11%	3543	56.14%	5567	56.32%
AGAINST		478	47.09%	1072	41.89%	2768	43.86%	4318	43.68%
Cast Votes:		1015	100.00%	2559	100.00%	6311	100.00%	9885	100.00%
Undervotes:		60		89		337		486	
Overvotes:		0		0		0		0	

Cumulative Results

11052019 Secial Election

Run Time 11:31 PM

Run Date 11/05/2019

Tom Green County**Special Election**

11/5/2019

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Unofficial results**Registered Voters**

10371 of 66418 = 15.61 %

State of Texas Proposition 10 - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		983	95.25%	2472	95.63%	6293	96.14%	9748	95.92%
AGAINST		49	4.75%	113	4.37%	253	3.86%	415	4.08%
Cast Votes:		1032	100.00%	2585	100.00%	6546	100.00%	10163	100.00%
Undervotes:		43		63		102		208	
Overvotes:		0		0		0		0	

Water Valley Independent School District Proposition A - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	22.22%	56	72.73%	117	64.64%	177	64.13%
AGAINST		14	77.78%	21	27.27%	64	35.36%	99	35.87%
Cast Votes:		18	100.00%	77	100.00%	181	100.00%	276	100.00%
Undervotes:		0		1		4		5	
Overvotes:		0		0		0		0	

Proposition No. A - Vote For or Against

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		678	78.38%	1568	77.86%	3703	77.79%	5949	77.88%
AGAINST		187	21.62%	446	22.14%	1057	22.21%	1690	22.12%
Cast Votes:		865	100.00%	2014	100.00%	4760	100.00%	7639	100.00%
Undervotes:		33		81		119		233	
Overvotes:		0		0		0		0	