



City Council Agenda 9/9/2021

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held September 9, 2021 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 & Pledges

3. Proclamations/Recognitions

- a. Recognition of September 11, 2021 as the 20th Anniversary of 9/11
- b. Proclamation of September 16, 2021 as Southside Lions Club Day
- c. Proclamation of September 18-24, 2021 as LilyFest Week honoring the contributions made by Kenneth C. Landon
- d. Proclamation of September 15 - October 15, 2021 as National Hispanic Heritage Month
- e. Proclamation of September 2021 as Suicide Prevention Awareness Month

4. 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 number, and limit their remarks to less than three minutes.

5. Consent Agenda

- a. Consider approving the City Council August 12, 2021 budget workshop, August 17, 2021 regular meeting, and August 17, 2021 budget workshop minutes (Julia Antilley)
- b. Consider approving a resolution accepting a donation in the amount of \$75,000 for the in-house construction of a pavilion at the dog park near the intersection of College Hills Blvd. and Millbrook Dr. (Carl White)
- c. Consider authorizing the City Manager to negotiate and execute an agreement and all related documents with the United States of America, acting by its Secretary of the Air Force (Goodfellow Air Force Base), for lease of the Goodfellow Recreation Camp at Lake Nasworthy (Carl White)
- d. Consider approving an amendment to the current lease agreement with the Concho Valley Council of Government-West Texas RSVP and COSA Parks & Recreation Department extending the current lease until June 30, 2023 (Sandra Aguilar)
- e. Consider approving a Hangar Lease (8154 Hangar Rd.) with Customs and Border Patrol in the amount of \$193,261 per year and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

- f. Consider approving Amendment #1 Terminal Drainage Study to AP-01-21 Airport Engineering Services with Jviation, a Woolpert Company, in the amount of \$124,276 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- g. Consider approving Buyboard Contract #603-20 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$160,000 budgeted in fiscal year 2021 for the purchase of Alpha Battery Backup Systems and authorize the City Manager to negotiate and execute all related documents (Dustin Hohensee)
- h. Consider approving HGAC contract #HT06-20 for the purchase of one water truck in the amount of \$89,903.54 from Houston Freightliner, budgeted in fiscal year 2021, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- i. Consider approving the purchase of used vehicles from various local vendors in an amount not to exceed \$90,000 (Ryan Kramer)
- j. Consider approving the purchase of Public Safety Equipment from Axon Enterprises, Inc in the total amount of \$85,412.60 through BuyBoard Contract #568-18 and authorizing the City Manager to negotiate and execute all related documents (Jeff Tomlinson)
- k. Consider awarding ES-05-21 Rio Concho Full Depth Reclamation to Reece Albert, Inc. in the amount of \$1,396,642.86 and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate)
- l. Consider approval of a resolution accepting a WIC bus from the Texas Department of Health and Human Services WIC Program and authorizing the City Manager to execute all related documents (Cristina Eureste)
- m. Consider ratifying the approval of an amendment to the Landscaping Services Agreement between the City of San Angelo Development Corporation and Jose Silva d/b/a J & R Silva Tree Service and Landscaping and authorizing the COSADC Board President to negotiate and execute all related documents (Guy Andrews)
- n. Consider a resolution to waive utility fees for SAPAC due to the cancellation of events in the City Hall Auditorium (Murphey Performance Hall) during to the COVID-19 Pandemic for April, 1 2020 through June 30, 2021 in the amount of \$18,750 (Ron Lewis)
- o. Consider approving a public improvement incentive to Wendland Manufacturing Corporation in the amount of \$219,500 from Tax Increment Reinvestment Zone (TIRZ) North funds and authorizing the City Manager to negotiate and execute all related documents (Jon James)
- p. Second reading of:
 - 1. An ordinance for CP21-05, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Center and Transitional Future Land Use to the Commercial Future Land Use, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd.
 - 2. An ordinance for Z21-08, a rezoning from the Light Manufacturing and Single-Family Residential zoning districts to the General Commercial zoning district, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd. (Jon James)

- q. Consider approving amendments to the KSAB Bylaws to update key issues approved by the board to include adding a conflict of interest provision, adding three alternates to the board, removing the requirement for a City Council member to serve on the board, and other administrative changes (Bob Salas)

6. 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 exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Discussion and consideration of matters related to the fiscal year 2021-2022 operating budget including:
 - 1. First public hearing and introduction of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. This budget will raise more total property taxes than last year's budget by \$619,490 (1.51%), and of that amount, \$669,625 is tax revenue to be raised from new property added to the tax roll.
 - 2. Conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for the September 21, 2021, regular meeting of the City Council as an action item. (Presentation made by Finance Director Tina Dierschke)
- b. Introduction of an ordinance levying property taxes for the City of San Angelo for the 2021 tax year:
Public hearing and first reading of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2021-2022 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)
- c. First reading of an ordinance amending the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for reimbursed expenses, grants, and capital (Presentation made by Finance Director Tina Dierschke)

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 551.072 - Deliberations about real property regarding Lake Nasworthy Sewer Project easement

8. Follow Up and Administrative Issues

- a. Consideration and possible action regarding items discussed in Closed Session, if needed

b. Consideration of approving various Board nominations

Planning Commission: Trinidad Aguirre (SMD4) to an unexpired term ending January 2023

c. Announcements and consideration of Future Agenda Items

9. **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 2nd day of September 2021, at 2:17 p.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 observance of the anniversary of the September 11, 2001 attacks on America, which killed citizens from 92 different countries, we hereby recognize this day in tribute to those lost and injured on 9/11, and the many who gave of themselves in service to their communities and to this county in the aftermath of the attacks.

The events of September 11, 2001, instantly transformed everyone's lives, some through personal loss, and many others through an unfamiliar sense of individual and national vulnerability.

An unprecedented, historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirits, pride, selflessness, generosity, courage and service.

Many brave people heroically, tirelessly and courageously participated in extraordinarily difficult and dangerous rescue and recovery efforts, in some cases voluntarily putting their own well-being at risk.

On September 11, 2009, the President issued the Patriot Day Proclamation officially and permanently designating September 11th as a National Day of Service and Remembrance, and calling upon Americans to participate in this observance through moments of silence, flying of the flag of the United States at half-staff, as well as community service and charitable activities in tribute and remembrance.

NOW, THEREFORE, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby recognize September 11, 2021 as the

20th ANNIVERSARY OF 9/11

and proclaim September 11, 2021 as a

NATIONAL DAY OF SERVICE AND REMEMBRANCE

in San Angelo, and encourage all citizens to join me in this worthy observance.

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 9th day of September 2021.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

For over 60 years, the Southside Lions Club has conducted celebrations commemorating “Diez Y Seis” with Fiestas Patrias.

The Southside Lions Club has been responsible for keeping alive in the hearts of the Citizens of San Angelo the heritage and history of our neighbor of the South from which so much of our culture is derived.

Only the symbolic Fiesta of the Southside Lions Club remains of a historic tradition that has held its own in the Concho Valley, and specifically in San Angelo, Texas.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 16, 2021 as

SOUTHSIDE LIONS CLUB DAY

in San Angelo, Texas, and ask all citizens to recognize the Club’s contribution to the City through its efforts in keeping alive our Mexican Heritage.

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 9th day of September 2021.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

LilyFest began in 2005 to celebrate the International Waterlily Collection and recognize the great work of Mr. Kenneth C. Landon to create, sustain and display the world-renowned collection here in San Angelo.

This year, LilyFest will honor and remember Mr. Landon for his tireless and masterful work hybridizing lilies and bringing international status to our city.

Here is a short list of Mr. Landon's accomplishments: he hybridized one of the most popular waterlilies, the award-winning "Texas Dawn", designated as the official State waterlily in 2011, he authored several botanical papers on the genus *Nymphaea*, he was a founding member of the International Waterlily & Water Gardening Society and inducted into their hall of fame in 2001, as well as curating one of the city's most important sites for decades.

Mr. Landon's accomplishments and impact on our city are immeasurable. Not only did he provide the immaculate Waterlily collection, he also provided several of the regional fireworks shows, including those displayed at the annual Pops Concert and Lake Nasworthy 4th of July Celebration. Mr. Landon used his knowledge of chemistry to create stunning beauty, both in the sky and in the water.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 18 – September 24, 2021 as

LILYFEST WEEK

in San Angelo, Texas, and encourage our citizens to attend LilyFest at the International Waterlily Collection on September 18 and celebrate the life and work of Kenneth C. Landon.

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 9th day of September 2021.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

National Hispanic Heritage Month originated in 1968 as a celebration of National Hispanic Heritage week with a proclamation by President Lyndon B. Johnson. In 1988 Congress amended the original public law, creating National Hispanic Heritage Month. President George H.W. Bush issued the first proclamation for National Hispanic Heritage Month on September 14, 1989. The annual proclamation designates the month as a 31-day period beginning September 15 through October 15.

Hispanic Heritage Month recognizes the Hispanic people's most valuable assets: shared culture, history, knowledge, and sense of community. Hispanic citizens of San Angelo and the Concho Valley have made significant contributions by way of business leadership, civil service, culture, education, military, ranching, and religion.

The theme of this year's observance is "Esperanza: A Celebration of Hispanic Heritage and Hope". It is with progress and strong hope for the future, that younger generations will embrace their culture and follow the achievements of past Hispanic leaders.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 15 – October 15, 2021 as

NATIONAL HISPANIC HERITAGE MONTH

in San Angelo, Texas, and encourage our citizens to learn more about the history and rich contributions to our society by Hispanic and Latino Americans.

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 9th day of September 2021.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

National Suicide Prevention Awareness Month is intended to help promote awareness surrounding each of the suicide prevention resources available in our community. Mental health is essential to our overall health, and the importance of tending to mental health has become even more important.

Every person can play a role in suicide prevention by knowing the signs of suicide, finding the words to support a friend or family member, and by reaching out to and promoting local and national resources.

The San Angelo community, in support of National Suicide Prevention Awareness Month, chooses to publicly state and place our full support behind local educators, coaches, mental health professionals, leaders, police officers, and parents, as partners in supporting our city by simply being available to one another.

The City of San Angelo encourages all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 2021 as

SUICIDE PREVENTION AWARENESS MONTH

in San Angelo, Texas, and encourage citizens to learn how to talk about suicide and help those around us in need.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 9th day of September 2021.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Special City Council Meeting – Budget Workshop
Thursday, August 12, 2021

Present:

Mayor Brenda Gunter

Mayor Pro tem Tom Thompson, SMD 2 (available via videoconference for partial meeting)

Council Member Tommy Hiebert, SMD 1

Council Member Harry Thomas, SMD 3

Council Member Lucy Gonzalez, SMD 4

Council Member Lane Carter, SMD 5

Council Member Larry Miller, SMD 6

1. **Call to Order**

With a quorum of the City Council Members present, Mayor Gunter called the Budget Workshop session of the San Angelo City Council to order at 10:04 a.m. on Thursday, August 12, 2021 in the East Mezzanine of City Hall, 72 W. College Avenue, San Angelo, Texas 76903.

2. **Public Comment**

No public comment.

3. **Workshop Itinerary**

- a. Discussion of matters regarding the fiscal year 2021-2022 budget preparation, including, but not limited to:
 1. General Fund revenue and expenditures; and
 2. Other items needing Council direction (Presentation made by Finance Director Tina Dierschke)

Finance Director Tina Dierschke provided an overview of proposed revenue and expense budgets (with additional comments from Assistant Fire Chief Patrick Brody and Human Resources Director Bryan Kendrick).

Co-President of San Angelo Police Officer's Coalition Sgt. Jeremy Cannady (SMD6) spoke in support of Mr. Kendrick's presentation.

President of San Angelo Fire Fighters Association Mason Matthews (SMD6) spoke in support of Mr. Kendrick's presentation.

4. **Follow Up and Administrative Issues**

5. **Adjournment**

Consensus: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting.

There being no further business, the meeting was adjourned by consensus at 1:08 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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August 17, 2021

Present:

Mayor Brenda Gunter
Mayor Pro tem Tom Thompson, SMD 2 (available virtually via Zoom as noted below)
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD4
Council Member Lane Carter, SMD 5
Council Member Larry Miller, 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 8:42 a.m. on Tuesday, August 17, 2021 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges were led, by San Angelo Police Department Chaplain Ralph Dawkins.

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

Twenty citizens spoke in support of making San Angelo a sanctuary city. A draft ordinance and draft resolution along with other papers were presented to the City Council.

12 citizens spoke in favor: Paul Shero (SMD4), Juanita Brown (SMD6), Marty Self (SMD2), Larry Samuel (SMD6), Lynette Lucas (SMD5), Claudia Meza (SMD3), David Smith (SMD6), Lupe Rodriguez (SMD6), Stephanie Socha (SMD2), John Bariou (SMD2), Crystal Aguilar (SMD2), and Suzi Smith (SMD6)

8 non-residents spoke in favor: Austin resident Ashley Laurence (provided draft ordinance), Longview resident Mark Lee Dickson, Mertzon resident Jerry Peters (provided draft resolution), Grape Creek resident Ryan Buck, Carlsbad resident Lee Ann Kelly, Tom Green County resident Peggy Cox, Grape Creek residents Emily & Wyatt Buck

5. Consent Agenda

- a. Approval of the August 3, 2021 City Council regular meeting minutes (Julia Antilley)
- b. Approval of an amendment to Task Order 2 of WU-04-19 Engineering Services for Water System Improvements to the Hickory Groundwater Supply Development Agreement with Enprotec/Hibbs & Todd, Inc., decreasing the total task order amount from \$3,117,450 to \$2,570,390, and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)
- c. Adoption of a resolution authorizing the Police Department to accept a donation of 72 cases of hand sanitizer from Sam's Club, with a value of \$500 (Frank Carter) (Pg. 335, 2021-092)
- d. Approval of an interlocal agreement between the City of San Angelo and the Concho Valley Council of Governments for E9-1-1 Public Safety Answering Point Services and authorizing the City Manager to negotiate and execute all related documents (Frank Carter)

- e. Authorization of the San Angelo Fire Department to adopt the Charity Care Policy from our billing company Emergicon (Brian Dunn)
- f. Adoption of a resolution amending the 2021-2026 Capital Improvement Plan to include an improvement to the Parkview Lakes (Kimberly Holle) (Pg. 336, 2021-093)
- g. Acceptance of the annual report from the San Angelo Cultural Affairs Council (Jamie Highsmith)
- h. Approval of a contract with the San Angelo Cultural Affairs Council allocating \$75,000 of Hotel Occupancy Tax receipts for eligible activities and authorizing the City Manager to execute all related documents (Tina Dierschke)
- i. Adoption of a resolution calling the City of San Angelo, Texas Waterworks and Sewer System Revenue Bonds, Taxable Series 2017 for Defeasance and Redemption Prior to Maturity; and enacting other provisions relating to the subject (Tina Dierschke) (Pg. 338, 2021-094)
- j. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for donations and capital purchases (Tina Dierschke) (Pg. 342, 2021-095)

Council Member Tom Thompson was absent during this section of the meeting.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda, with the exception of items 5f and 5i. The motion carried unanimously (6) ayes to (0) nays.

Council Member Tom Thompson was present during this section of the meeting.

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, to approve item 5f, as presented by Finance Director Tina Dierschke. The motion carried unanimously (7) ayes to (0) nays.

[Executive Director of Public Works Shane Kelton responded to questions from City Council.]

Citizen Stuart Stussdorf spoke on item 5f requesting clarification on who owns the lakes and who is liable/responsible for incidents that occur at/on the lakes.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve item 5i, as presented by Finance Director Tina Dierschke. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Report from the Convention & Visitors Bureau (Presentation made by CVB Vice President Diann Bayes)

No Action Taken on this Item.

- b. Adoption of a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2022-2023 term (Presentation made by City Clerk Julia Antilley) (Pg. 344, 2021-096)

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the item, selecting the existing five board members as the city's nominees. The motion carried unanimously (7) ayes to (0) nays.

Council Member Tom Thompson was absent during this section of the meeting.

- c. First reading and public hearing of:
 - 1. An ordinance for CP21-05, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Center and Transitional Future Land Use to the Commercial Future Land

Use, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd.

2. An ordinance for Z21-08, a rezoning from the Light Manufacturing and Single-Family Residential zoning districts to the General Commercial zoning district, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd. (Presentation made by Planning & Development Services Director Jon James)

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

8. Follow Up and Administrative Issues

- a. ~~Consideration of items discussed in Closed Session, if needed~~

No Action Taken on this Item.

Council Member Tom Thompson was present during this section of the meeting.

- b. Approval of various Board nominations:

Tax Increment Reinvestment Zone: Tom Maurer (SMD6) to a second term ending July 2023

Zoning Board of Adjustment: Dietrick Tillis (SMD4) to an unexpired term ending January 2023

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

- c. Announcements and consideration of Future Agenda Items

Mayor Gunter requested City Attorney Theresa James bring a draft resolution and ordinance for discussion so the City Council can decide how to proceed regarding making San Angelo a Sanctuary City for the Unborn.

9. Adjournment

Consensus: Council Member Hiebert made a motion, seconded by Council Member Carter, to adjourn the meeting. The meeting was adjourned by consensus.

There being no further business, the meeting adjourned at 11:11 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

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.)

City of San Angelo, Texas
Special City Council Meeting – Budget Workshop
Tuesday, August 17, 2021

Present:

Mayor Brenda Gunter
Mayor Pro tem Tom Thompson, SMD 2 (available via telephone)
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzalez, SMD 4
Council Member Lane Carter, SMD 5
Council Member Larry Miller, SMD 6

1. **Call to Order**

With a quorum of the City Council Members present, Mayor Gunter called the Budget Workshop session of the San Angelo City Council to order at 11:31 a.m. on Tuesday, August 17, 2021 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. **Public Comment**

Mayor Gunter spoke regarding the quality of life in San Angelo and how that is a direct result of the quality of employees and citizens. She stated that the city must invest in infrastructure and employees at the same time, which is a balancing act with limited financial resources. She stated the City Council must develop a plan that shows employees we take pride in them, while simultaneously showing the citizens we are making an investment in the city's infrastructure.

3. **Workshop Itinerary**

- a. Discussion of matters regarding the fiscal year 2021-2022 budget preparation, including, but not limited to:
 1. General Fund revenue and expenditures; and
 2. Other items needing Council direction (Presentation made by Finance Director Tina Dierschke)

Finance Director Tina Dierschke provided an overview of six proposed options with differing values for the property tax rate, sales tax rate, percentage of raises for employees across the board, and the portion of health insurance increases covered by the city.

Human Resources Director Bryan Kendrick explained the civilian loyalty pay plan and the increased retention rates expected through implementing the program as discussed at \$25 per month for each year of service, with a cap of 20 years.

Co-President of San Angelo Police Officer's Coalition Sgt. Jeremy Cannady (SMD6) presented an alternative plan for allocating marginal revenue.

4. **Follow Up and Administrative Issues**

None.

5. **Adjournment**

Consensus: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting.

There being no further business, the meeting was adjourned by consensus at 12:31 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.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving a resolution accepting a donation in the amount of \$75,000 for the in-house construction of a pavilion at the dog park near the intersection of College Hills Blvd. and Millbrook Dr. (Carl White)

Summary/History:

A private citizen approached the Parks and Recreation Department with the offer to donate \$75,000 for the construction of a pavilion at the dog park.

We took this matter to the Parks and Recreation Advisory Board on August 26, 2021. The Board recommended acceptance of the donation of \$75,000 and the in-house construction of the pavilion. Staff supports this recommendation.

If approved, the City's budget will include this donation and subsequent expenditure to construct the pavilion. Construction would follow next spring/summer after the replacement of the playground at Unidad Park.

Financial Impact:

If approved, the City will accept the \$75,000 donation and place it in a fund 601 account for designated revenue. The construction project would be paid out of a fund 601 expenditure account.

Annual maintenance for the pavilion for fiscal year 21-22 is estimated at \$1,000 and the following years at \$2,000.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | pavilion for the dog park | pavilion for the dog park.pptx |
| 2. | Resolution accepting donation for dog park pavilion | Resolution accepting donation for dog park pavilion.docx |

Presentation:

Approvals/Reviews:

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



City Council

September 9, 2021



s or place



**Proposed location
for pavilion**

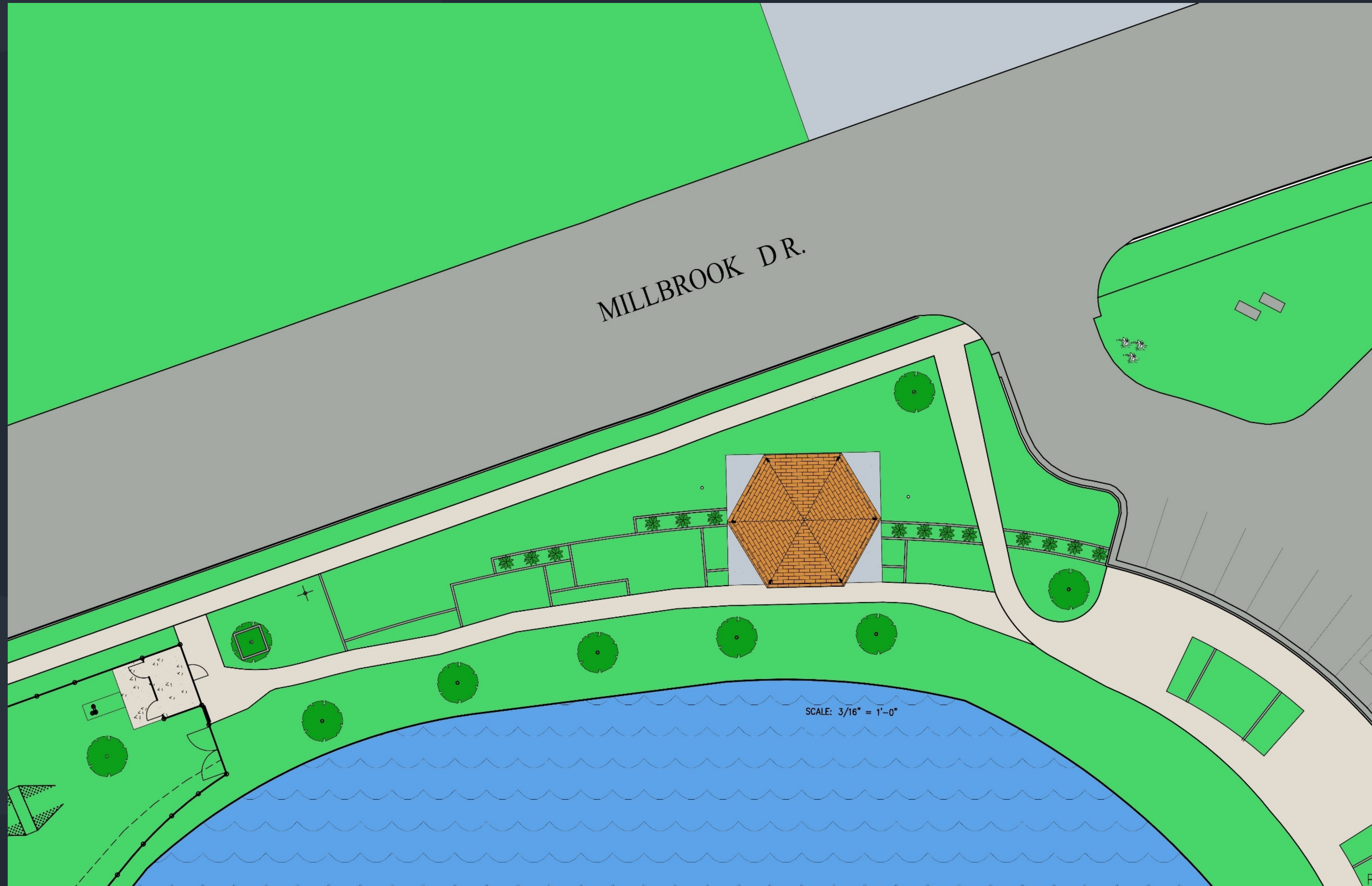
Millbrook Drive

**College
Hills Blvd.**

Dog Park

Maxar, Microsoft

POWERED BY
esri





40' LOUISVILLE



Pavilion cost details:

40' pavilion with slab, tables and solar lighting \$74,143

40' roof span size "kit" with roofing and shipping costs \$38,023

42' slab \$31,970

Seating (tables and benches) \$3,150

Solar lighting \$1,000

Donation for in-house construction of pavilion \$75,000

Annual maintenance costs \$2,000

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING A DONATION OF \$75,000 FOR THE CONSTRUCTION OF A PAVILION AT THE DOG PARK

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, David and Trudy Busker, San Angelo citizens, would like to donate \$75,000 for the construction of a pavilion at the dog park; and

WHEREAS, the San Angelo Parks and Recreation Department agrees that the installation of a pavilion at that location will enhance the dog park to the benefit of the citizens of San Angelo.

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

Part 1: That the City of San Angelo hereby accepts the donation of \$75,000 from David and Trudy Busker.

Part 2: That the donation shall be used solely for the construction of a pavilion at the dog park. Funds remaining after the construction of the pavilion, if any, shall be used to enhance the dog park facilities.

PASSED and APPROVED THIS 9th Day of September, 2021.

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

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute an agreement and all related documents with the United States of America, acting by its Secretary of the Air Force (Goodfellow Air Force Base), for lease of the Goodfellow Recreation Camp at Lake Nasworthy (Carl White)

Summary/History:

The lease to Goodfellow Air Force Base (AFB) for the Recreation Camp, originally executed on May 12, 1959, expires June 30, 2022 (63 years). There are no further options to extend the lease.

Goodfellow AFB is proposing renewing the lease, year to year, with automatic annual extensions, not to continue later than June 30, 2031. The consideration for the lease would be at no cost other than "protection, care, and maintenance of the leased area."

Financial Impact:

There is no fiscal impact for this item. GAFB would maintain the property at no cost to the city.

Other Information/Recommendation:

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Carl White
Theresa James
Tina Dierschke
Julia Antilley

Created/Initiated
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sandra Aguilar, Recreation Supervisor - Senior Services, Senior Services, 325-481-2798

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving an amendment to the current lease agreement with the Concho Valley Council of Government-West Texas RSVP and COSA Parks & Recreation Department extending the current lease until June 30, 2023 (Sandra Aguilar)

Summary/History:

Concho Valley Council of Governments-West Texas RSVP would like to extend their current lease agreement for office space in the Station 618 Senior Center through June 30, 2023. Their program has received changes to their grant that supports this extension. The current lease is from March 1, 2021 to March 31, 2023. Approving this amendment will add three months to the current lease.

Financial Impact:

The monthly rent for the office space in Station 618 is \$410.00 per month. This amendment does not affect the monthly payments required by the lease.

Other Information/Recommendation:

COSA-Parks & Recreation Department is in favor for this amendment to West Texas RSVP current lease agreement.

Attachments:

- | | |
|------------------------------|-------------------------------|
| 1. RSVP Lease Agreement 2021 | RSVP Lease Agreement 2021.pdf |
|------------------------------|-------------------------------|

Presentation:

Sandra Aguilar

Approvals/Reviews:

Sandra Aguilar	Created/Initiated
Brent Casey	Approved
Carl White	Approved
Theresa James	Approved
Jeff Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

LEASE AGREEMENT

THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, hereinafter known as "Lessor", hereby leases, under the following terms and conditions as hereinafter set out, unto CONCHO VALLEY COUNCIL OF GOVERNMENTS, WEST TEXAS RSVP, a Texas not for profit corporation, hereinafter known as "Lessee", property described at paragraph number 1. "PREMISES" below.

1. PREMISES.

1.1 The leased premises include the property described in **Exhibit "A"** attached and made a part of this Lease Agreement for all purposes (hereinafter referred to as "Premises" or "Leased Premises").

2. TERM.

2.1 The term of this Lease shall be for two (2) years and one (1) month, beginning March 1, 2021, and ending on March 31, 2023.

3. RENT.

3.1 Amount. Lessee shall pay City as rent for Leased Premises, a sum of Four Hundred Ten and No/100 Dollars (\$410.00) on or before the fifteenth (15th) of each month during the term of the lease.

4. USE OF LEASED PREMISES.

4.1 Use. The primary intended use of the Leased Premises by Lessee shall be only for activities associated with the senior volunteer service agency program and volunteer services offices and for uses normally incident thereto and for no other purpose. Such use includes access to the public restrooms and use of a small portion of the basement for storage. Lessee shall also be permitted to use the kitchen and large activity area so long as such use is coordinated with Lessor.

4.2 Termination.

4.2.1 If at any time the Leased Premises and any improvements thereon shall cease to be used for the purpose specified in Section 4.1, or if the Leased Premises shall be deserted or vacated, or if Lessee defaults in performance of any other term or condition of this Lease Agreement, Lessor shall have the right to terminate this Lease Agreement by giving fifteen (15) days written notice to Lessee during which time Lessee may cure the breach of the Lease Agreement and thereby avoid termination.

4.2.2 At any time after expiration of the first three year term of this Lease Agreement, Lessor shall also have the right to terminate this Lease Agreement for any use deemed more appropriate by the City Council after written notice is given to Lessee and the elapse of ninety (90) days. If termination occurs under this

provision, Lessee shall have the right to remove only those improvements placed by Lessee during the current term of this Lease Agreement, provided such improvements can be removed without damage to Lessor's property, but in no event shall Lessor be required to reimburse Lessee for improvements which remain on the Premises or expenses incurred by Lessee in connection with removal of the improvements.

5. CONDITION OF LEASED PREMISES.

- 5.1 Disclaimer of Warranties. ALL WARRANTIES OF LESSOR THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. LESSOR 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 AND PROGRAM AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- 5.2 Improvements. It is agreed by the parties that Lessee, subject to the prior approval of the City Council of the City of San Angelo, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such buildings or structural improvements, and such structural alterations, additions, and changes therein as Lessee may deemed necessary or convenient for the purpose of conducting activities relating to the uses described herein.
- 5.3 Permits. If Lessee constructs any building or improvement on the leased property, Lessee shall comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical, and Plumbing Codes of the City of San Angelo as adopted and amended by ordinance, with ordinances of the City of San Angelo, and with the laws of the State of Texas, so far as one or more of them may be applicable.
- 5.4 Maintenance. Lessee agrees, at Lessee's expense, to keep and maintain any and all structures in place, erected, or caused to be erected or placed on the Leased Premises in good and tenantable condition and appearance, and further agrees to keep said Premises in a neat, clean, and respectable condition by prompt removal of all trash, litter, debris, and junk, and will keep said Premises cleared of all objectionable matter.
- 5.5 Failure to Maintain. In the event Lessee shall fail to keep said Leased Premises maintained as herein required, as determined in the sole discretion of Lessor, then the Lessor, after notice to Lessee of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the Premises to be cleaned, cleared, mowed, or repaired, and Lessee expressly agrees that the cost of any such cleaning, clearing, mowing, or repairing shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such work or repair is completed and notice of the amount due is given to Lessee, past due amounts to accrue interest at the rate of six (6) percent per annum until paid in full.

6. RESERVATIONS, LIMITATIONS AND CONDITIONS.

- 6.1 Reservations. Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas, and other mineral leases upon the Premises, valid right-of-way easements for gas, oil, or water pipelines, telephone, cable, electric pole transmission lines, or other utility lines on said Premises, or any part thereof, and in such event this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas, and other mineral lease or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.
- 6.2 Easements. An easement across the Premises is hereby reserved and retained by Lessor for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys, or other throughways.
- 6.3 No Assignment or Subletting. Lessee may not transfer, assign or sublet this Lease Agreement, in whole or in part, without the prior written consent of Lessor, which consent may be withheld in the sole discretion of Lessor.
- 6.4 No Encumbrances. Lessee shall not have the right to encumber the Leased Premises without first securing written consent from Lessor given by authority of the City Council of the City of San Angelo; provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.
- 6.5 Lessor's Right to Enter. At all times during the term of the Lease Agreement, Lessor or its agents shall have the right to enter said Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease Agreement.

7. DEBTS RELATED TO LEASED PREMISES.

- 7.1 Taxes. Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease Agreement may be levied on or assessed against the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS LESSOR FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS. The provisions of this paragraph shall survive the expiration or termination of this agreement. Failure to pay such taxes and special assessments as provided herein shall, at the option of Lessor, result in termination of this Lease Agreement.
- 7.2 Incidental Charges. Lessee shall pay or cause to be paid all incidental charges, including, but not limited to, permit fees incurred in connection with its operations and use of the Leased Premises.

8. COVERAGES.

8.1 INDEMNIFICATION AND INSURANCE.

See **Exhibit “B”** attached hereto and incorporated herein for all purposes.

9. SURRENDER OF PREMISES.

9.1 Restoration. Unless this Lease Agreement is terminated under Section 4.2, in which case the provisions of 4.2 apply, the Premises and any improvements and fixtures shall remain the property of Lessor. All improvements and fixtures restored to possession of Lessor, regardless of how this Lease Agreement is terminated, shall be in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).

9.2 Delivery. Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Lessor upon termination of this Lease Agreement.

9.3 Abandoned Property. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease Agreement shall be deemed abandoned by Lessee and shall become the property of Lessor.

10. MISCELLANEOUS.

10.1 Invalid or Illegal Provisions. If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease Agreement, then and in that event, it is the intent of the parties that the remainder of this Lease Agreement shall not be affected. It is also the intent of the parties to this Lease Agreement that in lieu of each clause or provision of this Lease Agreement that is illegal, invalid, or unenforceable, there are added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

10.2 Terms of the Essence. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AND PROGRAM AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE AND PROGRAM AGREEMENT. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NOT BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE AND PROGRAM AGREEMENT.

10.3 Remedies.

10.3.1 Upon Termination. Any termination of this Lease Agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable

10.3.3 Right of Prevailing Party. If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. For the purposes of this clause, the prevailing party is the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded.

If to Lessor: City of San Angelo
Attn: Carl White
72 W. College Avenue
San Angelo, Texas 76903

If to Lessee: Concho Valley Council of Governments
Attn: Executive Director, John Austin Stokes
West Texas RSVP
2801 W. Loop 306 Suite A
San Angelo, Texas 76904

Lease Agreement; City (Lessor), Concho Valley Council of Governments, West Texas RSVP (Lessee); Page 5 of 11

10.6 Easements and Restrictions. Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances, and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

10.7 Relationship of Lessor and Lessee. The relationship between Lessor and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

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

10.9 Interpretation; Venue. This Lease 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.

10.10 Anti-Discrimination. Lessee agrees that it will not violate any federal, state, civil rights, or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this Lease Agreement which may result in the termination of this Lease Agreement or such other remedy as Lessor may deem appropriate.

10.11 Compliance with ADA. Lessee agrees to make any and all displays, events, or activities on Leased Premises accessible to individuals with disabilities in compliance with the Americans with Disabilities Act. Lessee further agrees to provide participants with necessary impairment aids.

10.12 Hold Over. It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein demised Premises after the expiration of this Lease Agreement shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.

10.13 Entire Agreement. The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation, or representation made by any agent, employee, or official of Lessor.

[Signature page to follow]

EXECUTED in duplicate originals on this the 4th day of May, 2021.

LESSOR
CITY OF SAN ANGELO, Texas

DocuSigned by:

By:

Daniel Valenzuela

Daniel Valenzuela, City Manager

ATTEST:

DocuSigned by:

Julia Amick

Julia Amick, City Clerk

LESSEE
CONCHO VALLEY COUNCIL OF
GOVERNMENTS
WEST TEXAS RSVP

DocuSigned by:

John Austin Stokes, Exec Dir CVOG

By:

John Austin Stokes

ITS: Executive Director

APPROVED AS TO CONTENT

DocuSigned by:

Carl White

Carl White, Director of Parks & Rec.

APPROVED AS TO FORM

DocuSigned by:

Theresa James

Theresa James, City Attorney

EXHIBIT A
LEASE AGREEMENT
DESCRIPTION OF LEASED PREMISES

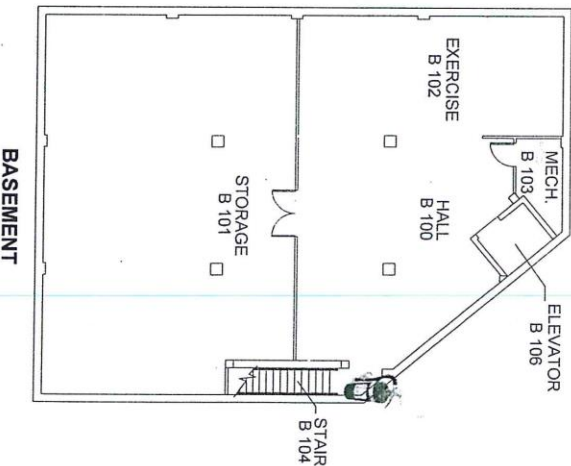
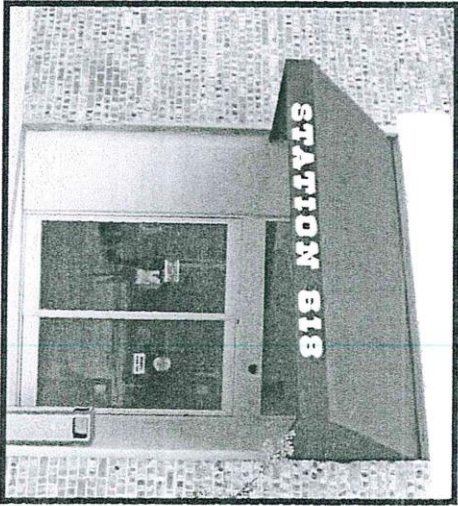
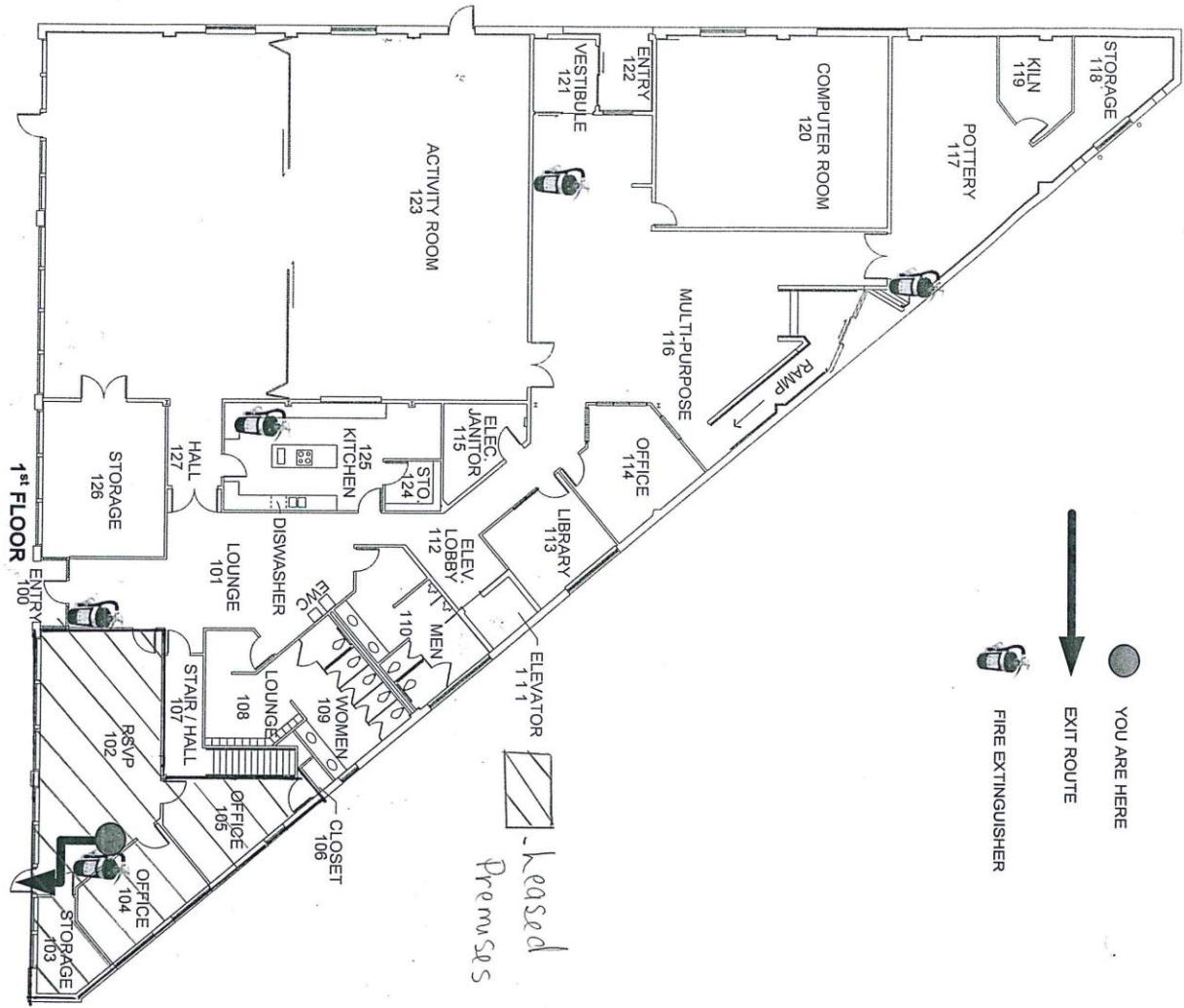


EXHIBIT B
LEASE AND PROGRAM AGREEMENT

INSURANCE REQUIREMENTS

1 INDEMNIFICATION.

- 1.1 GENERAL INDEMNIFICATION. LESSEE 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 LESSEE 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LESSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE AND PROGRAM AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AND PROGRAM AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LESSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 1.2 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE AND PROGRAM AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND PROGRAM AGREEMENT 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 LEASE AND PROGRAM AGREEMENT 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 LESSEE IN PERFORMING UNDER THIS LEASE AND PROGRAM AGREEMENT.

2 Insurance.

- 2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Lease Agreement.

- 2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to Lessor 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 Lessee, with Lessor, 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. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against Lessor, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 2.1.4 Certificates of Insurance. At or before the time of execution of this Lease Agreement, Lessee shall furnish Lessor'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 Lessor not less than TEN (10) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to Lessor'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 alterations shall be furnished to Lessor's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.
- 2.1.5 Lessee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease Agreement. Lessee'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 Lessee to maintain adequate coverage shall not relieve Lessee of any contractual responsibility or obligation.
- 2.1.6 Contractors' Insurance. Lessee shall cause each Contractor and Sub-Contractor of Lessee to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require Contractors and Sub-contractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Contractor and Sub-Contractor.
- 2.2 Types and Amounts of Insurance Required. Lessee shall obtain and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance

coverages as follows with limits not less than those set forth below:

..TYPES OF COVERAGES

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

\$ 1,000,000.00	General Aggregate
\$ 500,000.00	Products- Completed Operations
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

2.2.2 Workers' Compensation and Employer's Liability. If Lessee hires any employees, Lessee shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Lessee against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims 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
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Lessee 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 Lease Agreement.

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving a Hangar Lease (8154 Hangar Rd.) with Customs and Border Patrol in the amount of \$193,261 per year and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Summary/History:

CBP would like to lease the old AMCOM Hangar (8154 Hangar Rd.) to store and conduct maintenance on the MQ-9 unmanned aerial vehicle. They would be a good tenant for this facility, since this hangar resides right between their other two leased hangars.

They are asking the City to get the hangar up to current code by installing a fire suppression and alarm system, upgrading the hangar bay lighting systems, and getting the old HVAC and heater units operational again. We have requested support from COSADC in funding these improvements.

CBP is willing to put \$2-3 million of their own improvements into the office and storage areas.

CBP is asking that we get the lease signed by September 15th so we can tap into FY21 appropriations. If we are not able to get the lease signed by September 15th, we may lose the opportunity to get the agreement in place.

Financial Impact:

Lease terms: 5 years firm with 3 - 5 year extensions.

Rate: \$193,261/yr based off of our current fee schedule of \$2.70 sq/ft/yr.

The rate will be adjusted every five years based off the Consumer Price Index (CPI).

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | 20S1732-North AMCOM Lease | 20S1732-North AMCOM Lease.pdf |
|----|---------------------------|-------------------------------|

Presentation:

Jeremy Valgardson

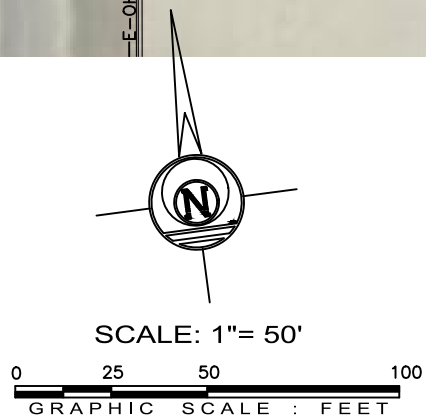
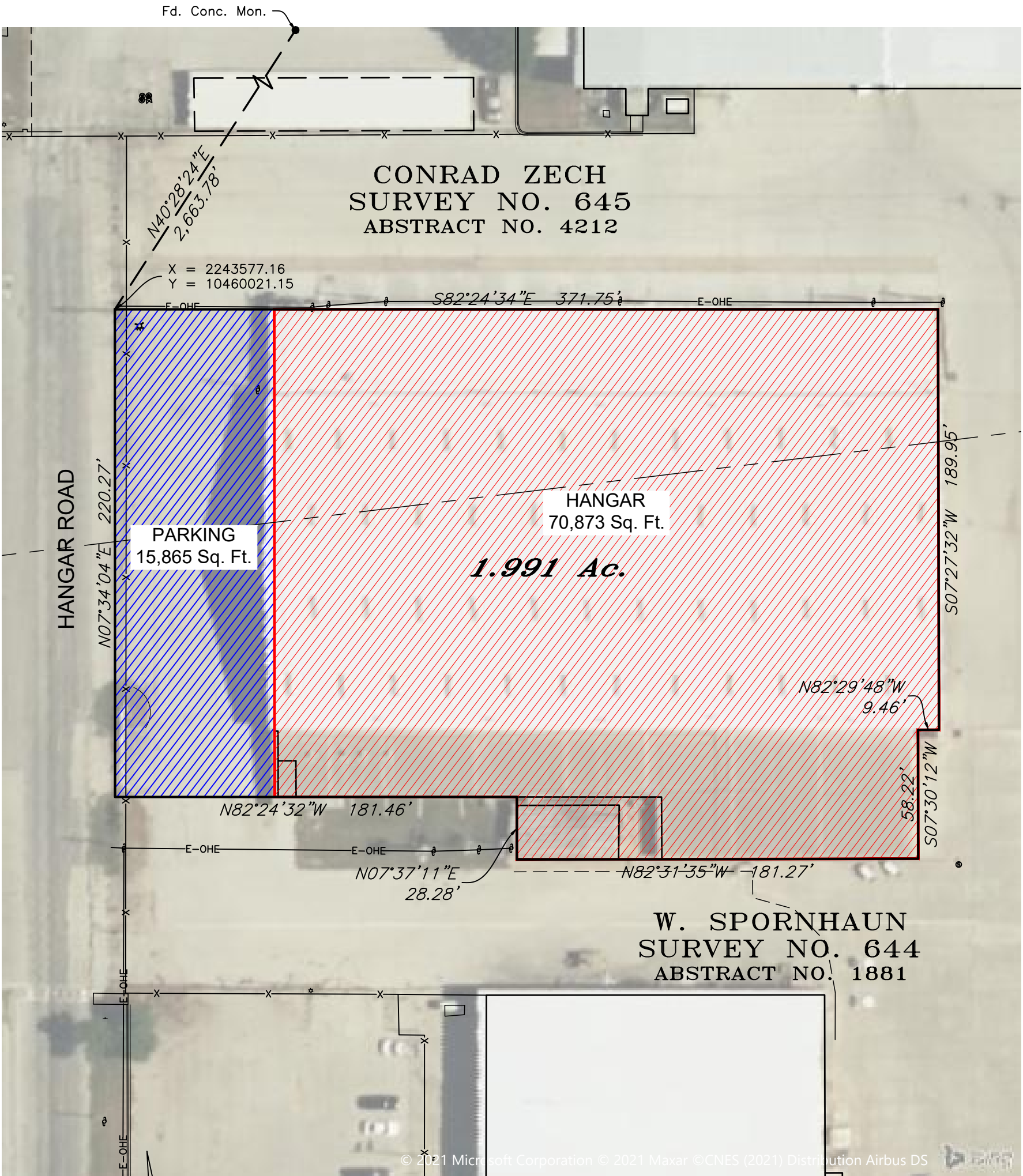
Approvals/Reviews:

Jeremy Valgardson
Jeremy Valgardson
Theresa James

Created/Initiated
Approved
Approved

Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Final Approval



BEARINGS HEREON ARE BASED ON
TEXAS COORDINATE SYSTEM NAD83
— TEXAS CENTRAL ZONE BY GPS
OBSERVATION.

8154 HANGAR ROAD

MAP SHOWING A 1.991 ACRE LEASE TRACT OUT
OF CONRAD ZECH SURVEY NO. 645, ABSTRACT
NO. 4212 AND W. SPORNHAUN SURVEY NO.
644, ABSTRACT NO. 1881, CITY OF SAN
ANGELO, TOM GREEN COUNTY, TEXAS.

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
FIRM No.: 10102400
www.skge.com

PHONE: 325.655.1288
FAX: 325.657.8189

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving Amendment #1 Terminal Drainage Study to AP-01-21 Airport Engineering Services with Jviation, a Woolpert Company, in the amount of \$124,276 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Summary/History:

This is the first Amendment to Jviations general engineering agreement (AP-01-21). The scope of this project is to investigate why the airport terminal floods during high rain events, and to develop a mitigation plan for future improvements to reduce the risk of flooding.

This project is FAA eligible, and FY-2020 FAA entitlement funds will be used to cover the entire cost of the project. There is no local match requirement.

I conducted an Independent Fee Estimate (IFE) with TO Engineers and find Jviations fees to be fair and reasonable. The FAA also agrees that Jviations fees are fair and reasonable.

Financial Impact:

The FAA issued the Entitlement grant for FY2020 in the amount of: \$1,111,111. FAA is covering the project 100%, with no matching funds required.

FAA: \$124,276

Local Match: \$0

This falls under AIP Grant 40 - Terminal Drainage Improvements, issued July 2020.

The remaining grant balance will be used to improve the terminal apron under Grant 44.

Other Information/Recommendation:

Attachments:

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson
Theresa James
Jeff Tomlinson
Tina Dierschke
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #603-20 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$160,000 budgeted in fiscal year 2021 for the purchase of Alpha Battery Backup Systems and authorize the City Manager to negotiate and execute all related documents (Dustin Hohensee)

Summary/History:

The Traffic Operations Division is installing Battery Backup Systems on signalized intersections to maintain signal operation during power outages. Without battery backup, traffic signals become inoperable during electrical outages. This creates a safety hazard for vehicle and pedestrian traffic within an uncontrolled intersection, as well as a burden on police personnel to manually direct traffic at key intersections. The addition of these systems will provide uninterrupted service to traffic signal operations during down times.

With this purchase, all of the City's signalized intersections will have battery back up capabilities.

Financial Impact:

Budgeted in FY 2021

Other Information/Recommendation:

Staff recommends approving the purchase of battery backup systems from Paradigm Traffic Systems, Inc. through Buyboard Contract #603-20.

Attachments:

1. Buyboard Quote 28641RK.pdf

Presentation:

Dusty Hohensee

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeff Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



P.O. Box 5508 – Arlington – Texas – 76005-5508
817.831.9406 – fax 817.831.9407
Estimating@Paradigmtraffic.com
www.paradigmtraffic.com

QUOTATION

TO: City of San Angelo
1729-A St Ann St.
San Angelo, TX 76905
attn: Robert Karch / Dustin Hohensee
ph: 325-657-4377

RFQ: CITY OF SAN ANGELO
BuyBoard Contract # 603-20
Public Safety, Fire House Supply Equipment
Traffic Signals
512-467-0222 ph
800-211-5454 fax

DATE 8/19/2021	SLSMN RK	DELIVERY OF MATERIAL 90 - 120 Days ARO	FREIGHT PPD & Allowed	SHIP VIA Best Way	F.O.B Destination	TERMS Net 30	QTE NUMBER Q28641RK
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	32	BBU BATTERY BACK UP UNIT Alpha Novus 2000 BBU System w/ Local Remote Indicator LED, Generator Plug, and Alpha Guard Battery Balancing Device				\$5,500.00	\$176,000.00
2	32	Customer Discount per each unit				(\$500.00)	(\$16,000.00)
		NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM					
		For any questions, comments or concerns, Please email us at : Estimating@Paradigmtraffic.com					
						TOTAL	\$160,000.00

*Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions, please call or send a fax to me.

*This quote is valid for 60 days. Thereafter it is subject to change without notice.

*When sending RFQ's, PO's or RFI's, please send to
ESTIMATING@PARADIGMTRAFFIC.COM

OFFERED BY:

Robert Kelly
Paradigm Traffic Systems, Inc.
Estimating@paradigmtraffic.com
Federal ID# 75-2520341

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services, (325) 657-4329

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving HGAC contract #HT06-20 for the purchase of one water truck in the amount of \$89,903.54 from Houston Freightliner, budgeted in fiscal year 2021, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Summary/History:

Council approval is requested for the purchase one water truck through the HGAC purchasing cooperative. This equipment is to be utilized by the Street and Bridge Division and will replace one unit that has exceeded its useful life.

The requested purchase will be made from Houston Freightliner and sourced through the local dealer (Lonestar Freightliner, San Angelo, TX).

Financial Impact:

Funds for this purchase are budgeted and available in the FY21 Equipment Replacement Fund.

Other Information/Recommendation:

Staff recommends approval of HGAC contract #HT06-20 for the purchase of one Water Truck in the amount of \$89,903.54 from Houston Freightliner.

Attachments:

- | | | |
|----|--|--|
| 1. | 05232021B HGAC Worksheet City of San Angelo 2022 | 05232021B HGAC Worksheet City of San Angelo 2022 |
| | M2-106 Ledwell 2000 Gallon Water Truck | M2-106 Ledwell 2000 Gallon Water Truck.xlsx |

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeff Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-20

Date
Prepared:

8/23/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of San Angelo	Contractor:	Houston Freightliner
Contact Person:	Ryan Kramer	Prepared By:	Adam Neuse
Phone:	325-657-4329	Phone:	713-580-8148
Fax:		Fax:	713-955-6282
Email:	ryan.kramer@cosatx.us	Email:	adam.neuse@strhouston.com
Product Code:	D5	Description:	M2-106, Conventional Cab, SBFA, SRA (PRL-20M)

HGACBuy

THE SMART PURCHASING SOLUTION

(Note: Unpublished Options are items which were not submitted and priced in Contractor's Bid.)

Description	Cost	Description	Cost
ALLISON 2500 RDS AUTOMATIC TRANSMISSION	1027.85		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	1027.85
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	1%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	88903.54
		=	Subtotal D:
E. H-GAC Order Processing Charge (Amount Per Current Policy)			Subtotal E:
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Description	Cost	Description	Cost
		Subtotal F:	0
Delivery Date:		G. Total Purchase Price (D+E+F):	89903.54

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services, (325) 657-4329

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving the purchase of used vehicles from various local vendors in an amount not to exceed \$90,000 (Ryan Kramer)

Summary/History:

Consideration is requested for the approval of a not-to-exceed amount of \$90,000 for the purchase of used vehicles for the Police Department. These vehicles will be used as unmarked units for surveillance and investigative activities. While not traditional, purchasing used vehicles for this job application allows the Department and Fleet Services to identify and acquire vehicles that not only fit the application most appropriately, but will also allow the City to purchase a variety of reliable vehicles.

With Council approval of this not-to-exceed amount, 3 or 4 vehicles, depending on market prices, will be identified and purchased from dealerships located within the San Angelo city limits. Pricing on the vehicles purchased will be compared to current market pricing (NADA and Kelly Blue Book, for example), as well as comparing other similar vehicles within our area to ensure the best pricing is achieved. Since the used car inventory fluctuates drastically from day-to-day, Council's approval is requested before specific units are identified so that when applicable vehicles are found, the purchase can move forward without delay and to maintain some discretion in the anticipated usage of the vehicles.

Financial Impact:

Used vehicles, not to exceed \$90,000, will be purchased. This amount is budgeted in FY21 within the Equipment Replacement Fund (501).

Other Information/Recommendation:

Staff recommends approval to purchase used vehicles from local sources.

Attachments:

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer
Patrick Frerich
Shane Kelton
Tracy Fincher
Theresa James

Created/Initiated
Approved
Approved
Approved
Approved

Jeff Tomlinson
Tina Dierschke
Julia Antilley

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Tomlinson, Purchasing Manager, Purchasing, 3256574439

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving the purchase of Public Safety Equipment from Axon Enterprises, Inc in the total amount of \$85,412.60 through BuyBoard Contract #568-18 and authorizing the City Manager to negotiate and execute all related documents (Jeff Tomlinson)

Summary/History:

The purchase contains Body Cams, Body Cam Software Management System Tasers from Axon Enterprises, Inc in the total amount of \$85,412.60 split between Municipal Court, \$47,517.62 & Fire Investigation, \$37,894.98. This is a Multi-year Payment Plan (60 months).

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|---|---|
| 1. San Angelo Fire Dept_TX_5AB3_81021 | San Angelo Fire Dept_TX_5AB3_81021.pdf |
| 2. TX_San Angelo_MSPA Buyboard 09.02.2021 | TX_San Angelo_MSPA Buyboard 09.02.2021.docx |
| 3. San Angelo City Marshal's Office | San Angelo City Marshal's Office.pdf |

Presentation:

Jeff Tomlinson

Approvals/Reviews:

Jeff Tomlinson	Created/Initiated
Jeff Tomlinson	Approved
Theresa James	Approved
Jeff Tomlinson	Approved
Tina Dierschke	Approved
Julia Antilley	Final Approval



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-330651-44419.751PS

Issued: 08/11/2021

Quote Expiration: 09/30/2021

Account Number:

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
aAG4y000000kB8h 306 W. 1st ST San Angelo, TX 76903 USA	San Angelo Fire Department 306 W. 1st ST San Angelo, TX 76903 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Pipere Smith Phone: 314-708-1610 Email: pismith@axon.com Fax: 480-905-2045	Ross Coleman Phone: 325-657-4358 Email: ross.coleman@safireddept.com Fax:

Program Length	60 Months
TOTAL COST	\$37,894.98
ESTIMATED TOTAL W/ TAX	\$37,894.98

Average Savings Per Year	\$2,021.20
TOTAL SAVINGS	\$10,106.02

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Nov, 2021	\$0.00	\$10,974.98
Year 2	Nov, 2022	\$0.00	\$6,480.00
Year 3	Nov, 2023	\$0.00	\$6,480.00
Year 4	Nov, 2024	\$0.00	\$6,480.00
Year 5	Nov, 2025	\$0.00	\$6,480.00

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$1,000.00

Quote Details

Bundle Summary

Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
BWCUwTAP	BWC Unlimited with TAP	5	\$5,340.00	\$89.00
AB3C	AB3 Camera Bundle	5	\$699.00	\$11.65
AB31BD	AB3 1-Bay Dock Bundle	5	\$200.00	\$3.33

Individual Items USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73680	RESPOND DEVICE PLUS LICENSE	5	\$1,140.00	\$1,140.00	\$5,700.00
Other	80146	VIRTUAL BODYCAM STARTER	1	\$1,000.00	\$1,000.00	\$1,000.00

Bundle: BWC Unlimited with TAP Quantity: 5 Start: 10/1/2021 End: 9/30/2026 Total: 26699.98 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	\$1,697.49	\$1,697.49	\$8,487.47
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	\$17.41	\$17.41	\$348.20
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	\$1,044.61	\$1,044.61	\$5,223.06
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	5	\$239.39	\$239.39	\$1,196.95
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	5	\$322.81	\$322.81	\$1,614.07
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	5	\$337.32	\$337.32	\$1,686.61
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	5	\$507.94	\$507.94	\$2,539.71
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	5	\$547.70	\$547.70	\$2,738.48
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	5	\$573.09	\$573.09	\$2,865.43

Bundle: AB3 Camera Bundle Quantity: 5 Start: 10/1/2021 End: 9/30/2026 Total: 3495 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	5	\$699.00	\$699.00	\$3,495.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	\$0.00	\$0.00	\$0.00

Bundle: AB3 1-Bay Dock Bundle Quantity: 5 Start: 10/1/2021 End: 9/30/2026 Total: 1000 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	5	\$200.00	\$200.00	\$1,000.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	5	\$0.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard 568-18 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/11/2021



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency (Online)

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 BuyBoard. The parties acknowledge that Contract BuyBoard 568-18 (the "BuyBoard Contract") shall govern with respect to Quote Q-329556 and that the terms of this Master Services and Purchasing Agreement shall also apply only to the extent permitted under the BuyBoard Contract. In the event of a

conflict between this Agreement and the BuyBoard Contract, the BuyBoard Contract shall supersede with respect to that Quote.

19.13 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix**1 Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon

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competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will



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survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.



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Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in



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substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix



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This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3** **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Flock Software Terms of Use Appendix**1 Definitions.**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"Hardware" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term **"Hardware"** excludes the Embedded Software.

"Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"Installation Services" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

“Unit(s)” shall mean the Hardware together with the Embedded Software.

“Usage Fee” means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

“Web Interface” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer’s agreement, solely for the Authorized End Users. The Footage will be available for Customer’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (**“User ID”**). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock’s willful misconduct or negligence, such warranties as provided by such third-parties are Customer’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer’s internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (**“Permitted Purpose”**). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer

acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan

driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 2.7.2. Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 2.7.3. Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.
- 2.7.4. Theft and Damage.** Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars (\$300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 2.7.5. Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this

Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Intentionally deleted.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 Customer Responsibilities.

3.1 Customer Obligations. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



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- 4 **Confidentiality; Data, Feedback; Aggregated Statistics.**
- 4.1 **Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.
- 4.2 **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.3 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services ("**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.
- 4.4 **Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 RESERVED.

6 RESERVED.

7 Remedy; Warranty; and Disclaimer.

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Customer must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 Limitation of Liability and Indemnity.

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users,

or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 Record Retention.

9.1 Data Preservation. The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 Miscellaneous.

10.1 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Skydio Terms of Use Appendix

1 Definitions.

“Advanced Software” means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio’s characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

“Advanced Software Package” means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

“Authorized Devices” are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

“Base Software” means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio’s base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

“Customer” means the customer procuring Skydio Products or services.

“Error” means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

“Skydio License Term” means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

“Mobile Apps” means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

“Onboard Software” means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

“Skydio Privacy Policy” means Skydio’s privacy policy located at <https://www.skydio.com/privacy-policy> and as it may be amended from time to time by Skydio in its sole discretion.

“Product” means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

“Skydio Hardware” means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

“Skydio Software” means Onboard Software and Mobile Apps.

“Support Term” means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software

Package purchased hereunder.

“Updates” means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 **License.** Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer’s payment of all Fees, Skydio grants to Customer:

- 2.1** a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled “Transferability”) right and license to use the Base Software solely on Skydio Hardware;
- 2.2** a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;
- 2.3** if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement (“**Advanced Software License**”); and
- 2.4** a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 **Additional License Terms.** Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

- 3.1** Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit (“**Authorized Units**”).
- 3.2** Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer’s request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 **Limitations and Restrictions.** Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent

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any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

- 5 **Transferability.** Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.
- 6 **Evaluation License.** Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee (“**Evaluation License**”). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer’s license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.
- 7 **Updates.** The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer’s timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a “when-and-if-available” basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.
- 8 **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.
- 9 **Intellectual Property.** Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.
- 10 **Fees.** Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.
- 11 **Third Party Software and Open Source Software.** The Skydio Software may include third party software, and open source software (“**OSS**”), and such software is provided under separate license terms.
 - 11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license

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terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

- 11.2** The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, “**Third Party Applications**”), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.
- 12** **Commercial Item.** The Skydio Software and associated documentation are “commercial items” as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 13** **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.
- 13.1** **Paid License Term.** Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be (“**Renewal Terms**”). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.
- 13.2** **Free or Trial License Term.** If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.
- 13.3** **Termination.** Skydio may terminate Customer’s license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.
- 14** **End of Life.** Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio Product End of Life Policy, which is available at <https://support.skydio.com/hc/en-us/articles/360057153714>, and is hereby incorporated by reference herein.



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- 15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at <https://skydio.com/warranty-terms> ("**Limited Warranty**").
- 16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 17 **Safety and Compliance.** Customer and Customer's authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at <https://www.skydio.com/safety> (the "**Safety and Operating Guide**"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.
- 18 **Feedback.** If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "**Submissions**"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.
- 19 **Privacy.** Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.
- 20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/> , including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.
- 21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to

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correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable (“**Error**”), all in accordance with Skydio’s support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

- 22** **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing (“**Administrators**”). If a person named as an Administrator leaves Customer’s employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.
- 23** **Indemnification.** Skydio will indemnify Customer’s officers, directors, and employees (“**Customer Indemnitees**”) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer’s negligence or willful misconduct, or claims under workers compensation.
- 24** **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party’s intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio’s expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio’s IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.
- 25** **Customer Responsibilities.** Customer is responsible for (a) Customer’s use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer’s authorized end user; and (c) a dispute between Customer and a third-party over Customer’s use of Skydio Products.
- 26** **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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Redwood City, CA 94061
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Axon Commander™ Software Appendix

- 5** **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license

to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

- 6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 7 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
- 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 9 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

- 1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.
- 2 **Purpose and License.**
 - 2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
 - 2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
 - 2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
- 4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:
 - 4.1 use API Service in any way other than as expressly permitted under this Agreement;
 - 4.2 use in any way that results in, or could result in, any security breach to Axon;
 - 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
 - 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
 - 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
 - 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
 - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3 the structure of and relationship of API Service resources; and
 - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3 misrepresent the source or ownership; or
 - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates**. Axon may update or modify the API Service from time to time (“**API Update**”). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency’s API Client required as a result of such API Update. API Updates may adversely affect how Agency’s API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence (“**Migration**”). Before Migration, Agency and Axon will work together to develop a Statement of Work (“**Migration SOW**”) to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency’s request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon’s resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon’s Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days’ notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency’s use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of Migration.

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration - Assisting with assigning cameras and registering docks - Maintaining Agency’s Axon Evidence account - Connecting Agency to “Early Access” programs for new devices
Account Maintenance - Conducting on-site training on new features and devices for Agency leadership team(s) - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program - Conducting weekly meetings to cover current issues and program status
Data Analysis - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows - Comparing Agency’s Axon usage and trends to peers to establish best practices - Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support - Providing on-site, tier 1 and tier 2 technical support for Axon devices - Proactively monitoring the health of Axon equipment - Creating and monitoring RMAs on-site - Providing Axon app support - Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy - Coordinating bi-annual voice of customer meetings with Axon’s Device Management team - Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



Master Services and Purchasing Agreement between Axon and Agency (Online)

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-329556-44440.924MD

Issued: 09/01/2021



Quote Expiration: 09/17/2021

EST Contract Start Date: 10/01/2021

Account Number: 123057

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-110 S Emerick St 110 S Emerick St San Angelo, TX 76903-5510 USA	San Angelo City Marshal's Office - TX 110 S Emerick St San Angelo, TX 76903-5510 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: Email: mmoore@axon.com Fax: 480-905-2068	John Gonzales Phone: (325) 657-4364 Email: john.gonzales@cosatx.us Fax:

Program Length	60 Months
TOTAL COST	\$47,517.62
ESTIMATED TOTAL W/ TAX	\$47,517.62

Bundle Savings	\$33,836.42
Additional Savings	\$11,823.42
TOTAL SAVINGS	\$33,836.42

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$9,503.54
Year 2	Sep, 2022	\$9,503.52
Year 3	Sep, 2023	\$9,503.52
Year 4	Sep, 2024	\$9,503.52
Year 5	Sep, 2025	\$9,503.52

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	6	Annual	\$3,832.31
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	Annual	\$6,125.99
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	Annual	\$306.30
73449	RESPOND DEVICE LICENSE	6	Annual	\$1,276.25
73682	AUTO TAGGING LICENSE	6	Annual	\$2,297.25
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	2		\$354.51
80464	EXT WARRANTY, CAMERA (TAP)	6		\$2,978.76
73309	AXON CAMERA REFRESH ONE	6		\$3,211.89
73310	AXON CAMERA REFRESH TWO	6		\$3,360.78
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1		\$893.37
73689	MULTI-BAY BWC DOCK 1ST REFRESH	1		\$1,141.53
73688	MULTI-BAY BWC DOCK 2ND REFRESH	1		\$1,194.71
20248	TASER 7 EVIDENCE.COM LICENSE	6	Annual	\$1,276.25
20248	TASER 7 EVIDENCE.COM LICENSE	1	Annual	\$212.71
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6	Annual	\$638.12
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2		\$80.60
80395	EXT WARRANTY, TASER 7 HANDLE	6		\$1,302.84
80374	EXT WARRANTY, TASER 7 BATTERY PACK	7		\$102.14
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1		\$217.14

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
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73689	MULTI-BAY BWC DOCK 1ST REFRESH	1		\$1,141.53
73688	MULTI-BAY BWC DOCK 2ND REFRESH	1		\$1,194.71
20248	TASER 7 EVIDENCE.COM LICENSE	6	Annual	\$1,276.25
20248	TASER 7 EVIDENCE.COM LICENSE	1	Annual	\$212.71
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6	Annual	\$638.12
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2		\$80.60
80395	EXT WARRANTY, TASER 7 HANDLE	6		\$1,302.84
80374	EXT WARRANTY, TASER 7 BATTERY PACK	7		\$102.14
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1		\$217.14

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	6
AB3MBD	AB3 Multi Bay Dock Bundle	1
DynamicBundle	Dynamic Bundle	12
Core+Renewal	2021 Core+ Renewal	6

Bundle: AB3 Camera Bundle Quantity: 6 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	6	\$699.00	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	6	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 1 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1	\$1,495.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle Quantity: 12 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	12	\$1.00	\$0.00	\$0.00

Bundle: 2021 Core+ Renewal Quantity: 6 Start: 10/1/2021 End: 9/30/2026 Total: 47517.63 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	6	\$1,659.12	\$638.72	\$3,832.31
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	\$1,021.00	\$1,021.00	\$6,125.99
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	\$17.02	\$17.02	\$306.30
Respond License	73449	RESPOND DEVICE LICENSE	6	\$212.71	\$212.71	\$1,276.25
Auto Tagging	73682	AUTO TAGGING LICENSE	6	\$382.87	\$382.87	\$2,297.25
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	6	\$176.55	\$176.55	\$1,059.29
Fleet Signal Unit	70112	AXON SIGNAL UNIT	2	\$197.82	\$197.82	\$395.64
Installation	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	2	\$177.26	\$177.26	\$354.51
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	6	\$496.46	\$496.46	\$2,978.76
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	6	\$535.31	\$535.31	\$3,211.89
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	6	\$560.13	\$560.13	\$3,360.78
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$893.37	\$893.37	\$893.37
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$1,141.53	\$1,141.53	\$1,141.53
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$1,194.71	\$1,194.71	\$1,194.71
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	5	\$56.72	\$56.72	\$283.61
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	\$56.72	\$56.72	\$56.72
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	6	\$212.71	\$212.71	\$1,276.25
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	\$26.94	\$26.94	\$484.97
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	\$26.94	\$26.94	\$484.97
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	\$1,219.53	\$1,219.53	\$7,317.15
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6	\$34.74	\$34.74	\$208.45
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6	\$34.74	\$34.74	\$208.45
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$212.71	\$212.71	\$212.71
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$106.35	\$106.35	\$106.35

Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$53.18	\$53.18	\$53.18
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$26.94	\$26.94	\$323.32
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	7	\$60.98	\$60.98	\$426.83
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	\$26.94	\$26.94	\$323.32
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	\$26.94	\$26.94	\$323.32
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	\$26.94	\$26.94	\$323.32
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	\$26.94	\$26.94	\$323.32
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6	\$106.35	\$106.35	\$638.12
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,063.54	\$1,063.54	\$1,063.54
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$31.13	\$31.13	\$31.13
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$7.41	\$7.41	\$7.41
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2	\$40.30	\$40.30	\$80.60
Other	80395	EXT WARRANTY, TASER 7 HANDLE	6	\$217.14	\$217.14	\$1,302.84
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7	\$14.59	\$14.59	\$102.14
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$217.14	\$217.14	\$217.14

Hardware

Requested Ship Date	Item	Description	QTY
09/01/2021	73202	AXON BODY 3 - NA10	6
09/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
09/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
09/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
09/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
09/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
09/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
09/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1
09/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7
09/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	6
09/01/2021	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
09/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	1
09/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12
09/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12
09/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	7
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
09/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	6
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6
09/01/2021	74210	AXON BODY 3 - 8 BAY DOCK	1
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
09/01/2021	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	12
09/01/2021	75015	SIGNAL SIDEARM KIT	6
09/01/2021	70112	AXON SIGNAL UNIT	2
09/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	6
09/01/2021	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
09/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	5
09/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
09/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
09/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12
09/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12

09/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
09/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
09/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
09/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
09/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
09/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard 568-18 (the "BuyBoard Contract") shall govern this Agreement. In addition, to the extent permitted by the BuyBoard Contract, Axon's Master Services and Purchasing Agreement attached hereto shall also apply, provided that in the even of a conflict, the BuyBoard Contract shall supersede.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00009783 (originated via Q-88588) and the parties agree to the termination of that contract upon the new license start date (10/1/21) of this quote, and execution of a new master services and purchasing agreement.

The parties agree that Axon is granting a refund of \$6,122.42 (applied to this quote) to refund paid, but undelivered services. This discount is based on a ship date range of 9/1/2021-9/15/2021, resulting in a 10/1/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon. This credit is contingent upon agency payment of any outstanding invoices.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00009783. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/1/2021

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider awarding ES-05-21 Rio Concho Full Depth Reclamation to Reece Albert, Inc. in the amount of \$1,396,642.86 and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate)

Summary/History:

Staff solicited bids for the rehabilitation of Rio Concho Drive from S. Magdalen to Bell Street. The bid was advertised on the City's website from August 12, 2021 through August 26, 2021. One bid was received on this project.

The Rio Concho rehabilitation involves a full depth reclamation (FDR) of the roadway. FDR is a reincorporation of the existing asphalt pavement and the existing base material along with cement and asphalt additives to provide a solid foundation for a new pavement surface.

Financial Impact:

This project has been budgeted for the current year in Streets Funding.

One bid was received, Reece Albert Inc was the lowest responsible bidder.

Project Contract amount includes a \$1,246,642.86.00 Base Bid, and a \$150,000 Contingency.

Other Information/Recommendation:

Staff recommends award to Reece Albert, Inc. and authorizing the City Manager to execute the any related documents.

Attachments:

Presentation:

Kevin Pate

Approvals/Reviews:

Charles Michalewicz
Kevin Pate
Shane Kelton
Theresa James
Allison Strube
Jeff Tomlinson
Tina Dierschke
Theresa James

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Approved

Julia Antilley

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cristina Eureste, WIC Manager, WIC,

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approval of a resolution accepting a WIC bus from the Texas Department of Health and Human Services WIC Program and authorizing the City Manager to execute all related documents (Cristina Eureste)

Summary/History:

Staff is requesting approval to accept a 2021 Ford E450 StarCraft for the San Angelo WIC program. The bus will be provided, free of charge, by the Texas Department of Health and Human Services WIC State agency. This vehicle will be utilized as a mobile WIC clinic at outreach events. San Angelo WIC will be responsible for the insurance and maintenance of the bus.

Financial Impact:

Budgeted funds exist for this item.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-----------------------------|-------------------------------|
| 1. Resolution accepting Bus | Resolution accepting Bus.docx |
|-----------------------------|-------------------------------|

Presentation:

Cristina Eureste

Approvals/Reviews:

Cristina Eureste	Created/Initiated
Bob Salas	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL
ACCEPTING THE DONATION OF A BUS TO THE SAN ANGELO WIC
PROGRAM**

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 State of Texas Health and Human Services WIC Program has offered the City of San Angelo WIC program a 2021 Ford E450 Starcraft bus for program use; and

WHEREAS, the San Angelo WIC Program has use for the vehicle to further the mission and purpose of the program.

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 2021 Ford E450 Starcraft bus from Texas Health and Human Services WIC Program.

Part 2: That the vehicle shall be used in the San Angelo WIC Program for program purposes.

ADOPTED this the 9th Day of September, 2021.

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: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider ratifying the approval of an amendment to the Landscaping Services Agreement between the City of San Angelo Development Corporation and Jose Silva d/b/a J & R Silva Tree Service and Landscaping and authorizing the COSADC Board President to negotiate and execute all related documents (Guy Andrews)

Summary/History:

On June 1, 2020, COSADC and JR Silva entered into an agreement for landscaping at the Business Resource Center and the Industrial Park. COSADC Staff determined that revisions are necessary to align with Mr. Silva's billing frequencies.

The original fee schedule provided 48 weekly treatments at the Business Resource Center. The updated fee schedule accounts for all 52 weeks of the calendar year, which increases the cost of services at the BRC by \$204. Further, the original fee schedule provided 24 bi-weekly treatments at the Industrial Park. The updated fee schedule accounts for 26 bi-weekly treatments, which increases the cost of services at the Industrial Park by \$132. Thus, the proposed revisions increase the total contract amount by \$336 to \$4,868 annually.

Financial Impact:

This amendment will increase the annual contract price by \$336. The respective budgets in funds 700 and 711 can support this increase.

Other Information/Recommendation:

Staff recommends ratifying approval of the proposed Amendment with J & R Silva Tree Service and Landscaping and authorizing the Board President or their designee to execute all related documents.

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | Fee Schedule - A | Fee Schedule - A.pdf |
|----|------------------|----------------------|

Presentation:

Guy Andrews

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Tina Dierschke	Approved
Julia Antilley	Final Approval

EXHIBIT A – REVISED FEE SCHEDULE

<i>Service</i>	<i>Rate</i>	<i>Frequency</i>	<i>Annual Total</i>	<i>Location</i>
Clean Parking Lot	\$ 51.00	Weekly	\$ 2,652.00	Business Resource Center
Trim Palm Trees	\$ 250.00	Semi-Annually	\$ 500.00	Business Resource Center
Cut Grass	\$ 66.00	Bi-Weekly	\$ 1,716.00	Industrial Park
Total			\$ 4,868.00	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ron Lewis, Facilities Maintenance Manager, Facilities Maintenance, 325-481-2773

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider a resolution to waive utility fees for SAPAC due to the cancellation of events in the City Hall Auditorium (Murphey Performance Hall) during to the COVID-19 Pandemic for April, 1 2020 through June 30, 2021 in the amount of \$18,750 (Ron Lewis)

Summary/History:

The agreement between COSA and SAPAC provides for quarterly payments of \$3,750. The amount was agreed upon through amendment to provide an estimated amount to cover additional cost of utilities (water, electric and gas). Exact costs can not be billed because of the common meters for each of the utilities. Due to the shutdown of events in the City Auditorium (Murphey Performance Hall) little to no additional costs were incurred during the previous 5 quarters.

Financial Impact:

\$18,750 reduction of revenue.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|------------------------------|
| 1. | Resolution waiving fees | Resolution waiving fees.DOCX |
|----|-------------------------|------------------------------|

Presentation:

Ron Lewis

Approvals/Reviews:

Ron Lewis	Created/Initiated
Rick Weise	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL WAIVING PAYMENT OF UTILITY COSTS FOR THE MURPHY PERFORMANCE HALL (“CITY AUDITORIUM”) DUE TO COVID-19

WHEREAS, COSA and SAPAC entered into a First Amended and Restated Development and Operating Agreement (“Agreement”) effective April 15, 2014 for the operation of a performing arts campus which includes the City Auditorium; and

WHEREAS, pursuant to section 5.5 of that Agreement, COSA and SAPAC are authorized to negotiate payment and support for the Auditorium including but not limited to utilities, information technology and telecommunications services, operational costs, maintenance and janitorial services; and

WHEREAS, COSA and SAPAC entered into a Memorandum of Understanding in which SAPAC agreed to reimburse COSA for utility costs related to operation of the City Auditorium on a quarterly basis in the amount of \$3750 per quarter; and

WHEREAS, due to COVID-19 there were a very limited number of events being held in the City Auditorium from April, 2020 through June, 2021; and

WHEREAS, because of the limited use of the auditorium SAPAC has requested that COSA waive the utility payments for the period of April 2020 through June 2021.

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

Part 1: That the COSA hereby waives any payments due from SAPAC to COSA for the reimbursement of utility costs related to the operation of the City Auditorium for the period of April 2020 through June 2021.

PASSED and APPROVED THIS 9th day of September, 2021

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: Nolan Sosa, Economic Development, Economic Development, 325-657-4219

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving a public improvement incentive to Wendland Manufacturing Corporation in the amount of \$219,500 from Tax Increment Reinvestment Zone (TIRZ) North funds and authorizing the City Manager to negotiate and execute all related documents (Jon James)

Summary/History:

Wendland Manufacturing Corporation requested funding for improvements to 11th Street. The current condition of 11th Street does not meet City standards regarding pavement width (18 feet wide) nor the passage of stormwater conveyance. Wendland Manufacturing and their Engineer (Centurion Planning and Design, LLC.) propose the following: Reconstructing 11th Street with 36' wide concrete pavement Constructing stormwater conveyance beneath the roadway with three, 2'x5' box culverts. The proposed improvements accord with City standards and specifications. Wendland and Centurion coordinated right of way acquisition and utility rehabilitation in partnership with the City of San Angelo. The TIRZ Board considered Wendland's request for funding during their August meeting. The Board recommended funding this public improvement project for \$219,500.

Financial Impact:

\$103,740 from 106-2920-411.05-69 (TIRZ/North/Public Improvements)

\$115,760 from 106-2920-411.03-20 (TIRZ/North/Available for Assignment)

\$219,500 Total

Other Information/Recommendation:

Staff recommends approving a public improvements incentive to Wendland Manufacturing in the amount of \$219,500 and authorizing the City Manager to negotiate and execute all necessary documents.

The TIRZ Board unanimously recommended approval of authorizing funds for this project at their August 24, 2021 meeting.

Attachments:

- | | |
|---|--|
| 1. TIRZ - 11th Street Presentation | TIRZ - 11th Street Presentation.pptx |
| 2. 11th Street - Sheet C-603 ROW Markup | 11th Street - Sheet C-603 ROW Markup.pdf |
| 3. Wendland 11th Street ROW Breakdown | Wendland 11th Street ROW Breakdown.pdf |

Presentation:

Jon James

Approvals/Reviews:

Nolan Sosa
Jon James
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval



TIRZ Board

August 28, 2021

11th Street Improvements

Wendall Hirschfeld and Russell Pehl
(Not present ASU capstone team)

Overview

- Project location
- Challenges
- Solutions
- Project Costs



Project location:

- North of Highway 67 and west of US Highway 87
- District 4 – Gonzales
- TIRZ north





Challenges

- Existing road width, 18' wide
 - Truck traffic is limited
 - Insufficient right of way
- Drainage over tops roadway
- Old infrastructure



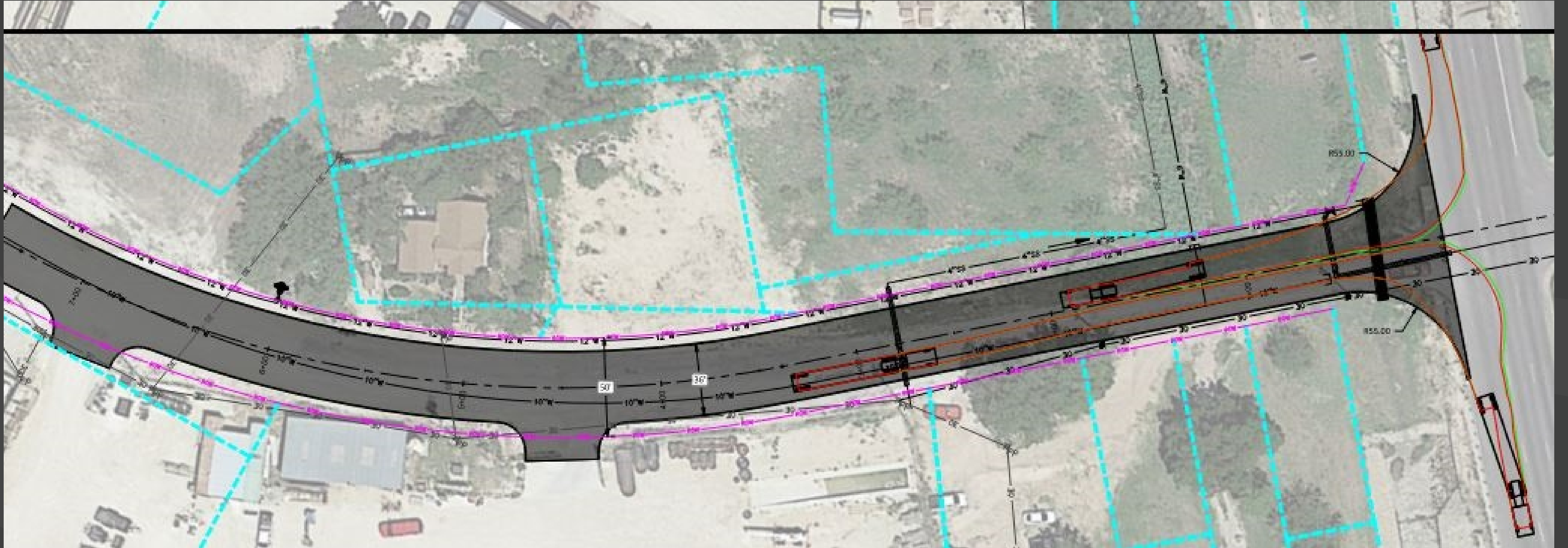






Solutions

- Widen road to 36' wide and align with 11th Street east of US Highway 87
 - Negotiate sufficient right of way to meet City standards
- Size culverts for 100-year, 24-hour storm event
 - Reshape existing upstream property
- Replace City's water and sewer mains (already completed by COSA) and
- Relocate/replaced an existing Atmos Gas main (already completed by Atmos Gas)



Project Costs

- Total cost to make street and drainage improvements, \$579,900
- Assistance needed \$219,500

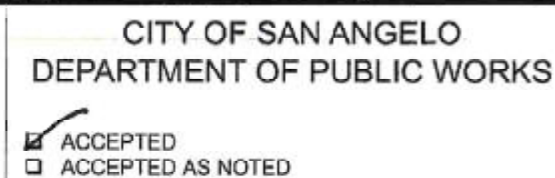
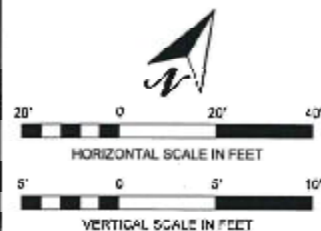


TIRZ Board

August 28, 2021

11th Street Improvements

Wendall Hirschfeld, Ted Boyd and Russell Pehl



Drawing as to design only. Dimensions and location are not verified, contractor to verify as to plans and/or installation requirements.

DATE 3/16/21

ROW AREA



Centurion Planning and Design
69 N. Chadbourne Street
Suite 210.7
San Angelo, TX 76903

Phone No. (325) 757-1001
Firm No. 19840

11TH STREET
IMPROVEMENTS
SAN ANGELO, TEXAS
90% PLAN SET

11TH STREET PLAN
AND PROFILE

MARK	REVISION	DATE
------	----------	------

Seat



2/25/2021

JAMES W. LINDEN PE

R-1985-6

LATEST REVISION: 2/25/2022

DRAWN BY: JWD

DESIGNED BY: JWD

JOS NO.	HIR20210
---------	----------

Sheet No.

3

10

3-6

0

**11TH STREET RIGHT OF WAY BREAKDOWN**To: MR. WENDALL HIRSCHFELD wendall.hirschfeld@wendlandmfg.com

WENDLAND MANUFACTURING CORPORATION

601 W 11TH STREET

SAN ANGELO, TX 76903

Date MAY 25, 2021

Project 11TH STREET WIDENING AND IMPROVEMENTS

RIGHT OF WAY BREAKDOWN

Location SAN ANGELO, TX

THE FOLLOWING PRICE BREAKDOWN IS FURNISHED AT THE OWNER'S REQUEST AND ISOLATES ONLY THE PORTION OF WORK FROM THE ORIGINAL MAY 2, 2021 PROPOSAL THAT IS CONTAINED WITHIN THE STATE OR CITY RIGHT OF WAY. PLEASE SEE THE ATTACHED MARKED-UP VERSION OF SHEET C-603 FROM THE PROJECT DESIGNS FOR A DETAILED VIEW OF THE AREA THIS PRICE BREAKDOWN ENCOMPASSES. THIS PRICING IS INTENDED FOR THE OWNER'S USE ONLY AND DOES NOT REVISE OR ALTER THE ORIGINAL PROPOSAL DATED MAY, 5, 2021 IN ANY WAY.

11TH STREET WIDENING AND IMPROVEMENTS - RIGHT OF WAY PORTION OF WORK ONLY

- A.) EXCAVATE DRAINAGE CHANNEL AND GRADE ROW AREA IN ACCORDANCE WITH GRADING PLAN.
- B.) INSTALL A THREE BARREL 5'X2' CONCRETE BOX CULVERT AT DRAINAGE CHANNEL.
- C.) INSTALL CONCRETE WING WALLS WITH 6:1 SAFETY END TREATMENTS AND PIPE RUNNERS AT EACH END OF BOX CULVERT.
- D.) INSTALL ROCK RIPRAP CHANNEL BOTTOM AT OUTFLOW OF CULVERT.
- E.) REMOVE AND REPLACE GUARDRAIL ALONG US 87 IN ACCORDANCE WITH TXDOT SPECIFICATIONS.
- F.) EXCAVATE AND WIDEN EXISTING ROADWAY FROM US 87 TO END OF ROW IN ACCORDANCE WITH PLAN AND PROFILE.
- G.) PROCESS, RESHAPE, AND COMPACT SUBGRADE OF ROADWAY FROM US 87 TO END OF ROW.
- H.) INSTALL AND COMPACT 4" OF LIMESTONE BASE (TXDOT TY A, GR 1-2) FROM US 87 TO END OF ROW.
- I.) FORM AND POUR 24" CURB AND GUTTER IN ROW AREA.
- J.) FORM AND POUR 6" REINFORCED CONCRETE PAVING AND FILLETS FROM US 87 TO END OF ROW.
- K.) FORM AND POUR SIDEWALK WITH HANDICAP RAMPS AT US 87 INTERSECTION IN ROW.

ROW PORTION OF MAY 5, 2021 PROPOSAL..... \$219,500.00**GENERAL TERMS & CONDITIONS:**

- > THIS PRICING BREAKDOWN IS FOR INFORMATIONAL PURPOSES AND IS SOLEY INTENDED TO BE UTILIZED BY THE OWNER. IT DOES NOT REPRESENT A FORMAL BID OR PROPOSAL.
- > ALL STATE AND CITY PERMITS AND EASEMENTS ARE EXCLUDED FROM PRICING.
- > SALES TAX IS EXCLUDED FROM PRICING
- > PAYMENT AND PERFORMANCE BONDS ARE EXCLUDED FROM PRICING

Sincerely,
Reece Albert, Inc.By: 
Kyle Gould, Estimator

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Second reading of:

1. An ordinance for CP21-05, an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Center and Transitional Future Land Use to the Commercial Future Land Use, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd.
2. An ordinance for Z21-08, a rezoning from the Light Manufacturing and Single-Family Residential zoning districts to the General Commercial zoning district, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Rd. (Jon James)

Summary/History:

The applicant expressed interested in developing these two vacant unplatted tracts for future commercial development. He conducted a consultation with City Staff to discuss a Comprehensive Plan Amendment and Rezoning, and has now submitted these applications. The properties are located at the southwest corner of a major intersection designated Neighborhood Center in the Comprehensive Plan except for the west 1-acre which is Transitional. This would support at least a CN zoning but would prohibit outdoor storage greater than 5 feet from a building wall, limit the maximum floor area ratio to 0.6 instead of 2.0 in other commercial districts, and prohibit certain uses such as vehicle washes which require at least a CG. Therefore, the applicant is requesting a Comprehensive Plan designation of Commercial which would then support an underlying CG zoning.

Financial Impact:

N/A

Other Information/Recommendation:

On July 19, 2021, the Planning Commission recommended approval of both requests unanimously by a vote of 6-0.

On August 17, 2021, City Council approved both requests on first reading by a vote of 6-0.

Attachments:

- | | |
|----------------------------------|-----------------------------------|
| 1. Ordinance (CP21-05) | Ordinance (CP21-05).docx |
| 2. Ordinance (Z21-08) | Ordinance (Z21-08).docx |
| 3. Staff Report (CP21-05&Z21-08) | Staff Report (CP21-05&Z21-08).pdf |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher

Created/Initiated

Zachary Rainbow

Jon James

Brandon Dyson

Jon James

Theresa James

Julia Antilley

Approved

Approved

Approved

Approved

Approved

Final Approval

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 SOUTHWEST OF LOOP 306 AND FOSTER ROAD; BEING 6.287 ACRES, FROM "NEIGHBORHOOD CENTER" AND "TRANSITIONAL" TO "COMMERCIAL;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP-21-05

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 designation of the following described parcel as outlined below:

The real properties generally located southwest of Loop 306 and Foster Road; being 6.287 acres in the C. Berberich Survey No. 177, Abstract No. 52; City of San Angelo, Tom Green County, Texas; from “Neighborhood Center” and “Transitional” 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 **17th day of August, 2021**, and finally ADOPTED on this the **9th day of September, 2021**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

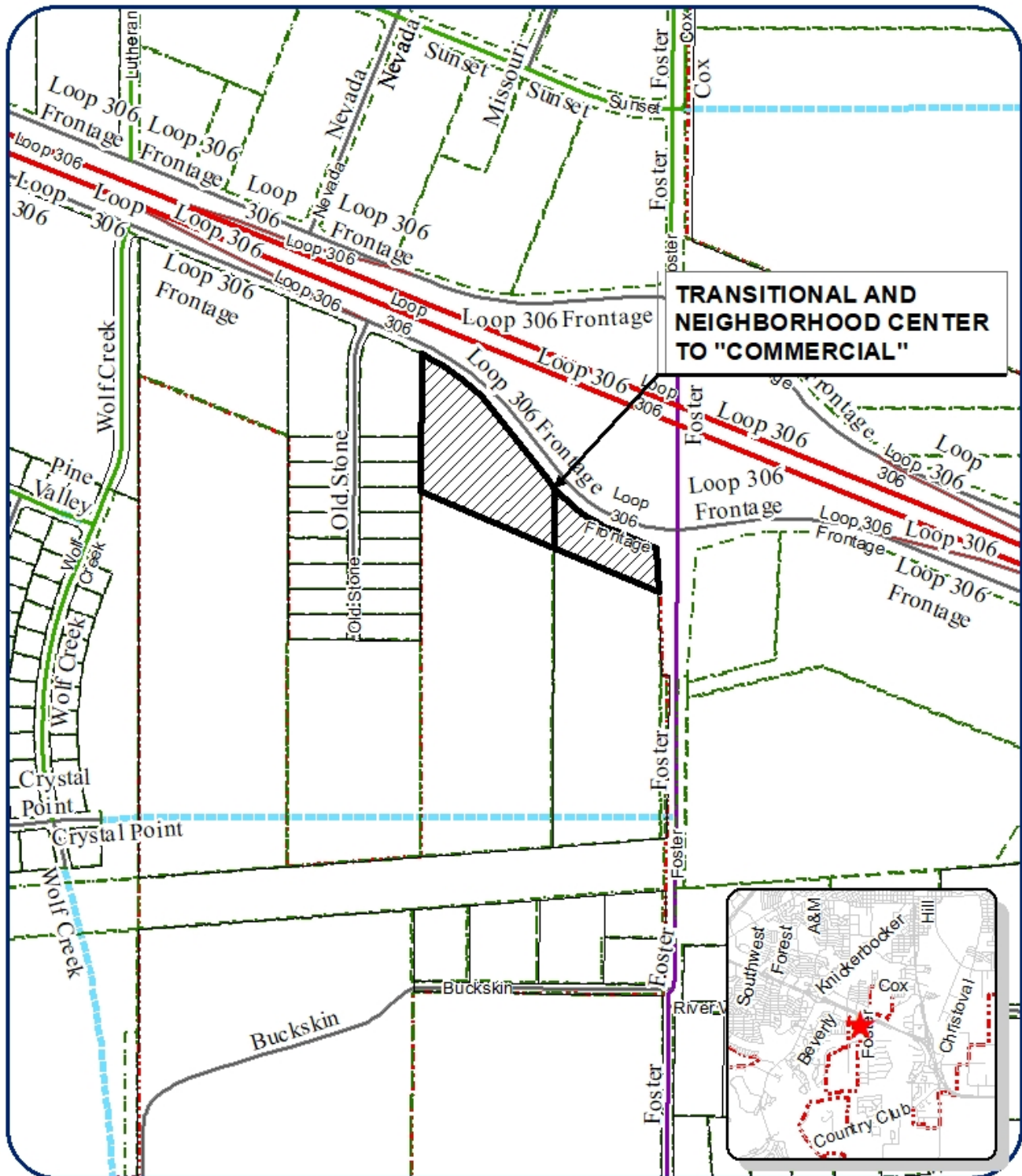
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



**TRANSITIONAL AND
NEIGHBORHOOD CENTER
TO "COMMERCIAL"**

Comprehensive Plan Amendment

CP21-05: Loop 306/Foster Rd

Council District: Tommy Hiebert - District 1

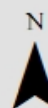
Neighborhood: Country Club

Scale: 1" approx. = 500 ft

Southwest corner of Loop 306/Foster Rd

Legend

Subject Properties:
 Current Zoning: **ML and RS-1**
 Requested Zoning Change: **CG**
 Vision: **Neighborhood Center and Transitional to 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 PROPERTIES: **UNDEVELOPED TRACTS BEING A TOTAL OF 6.287 ACRES AT THE SOUTHWEST CORNER OF LOOP 306 AND FOSTER ROAD**; FROM THE LIGHT MANUFACTURING (ML) AND SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICTS TO THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z21-08: Loop 306 and Foster Road

WHEREAS, on the 19th day of July, 2021, 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 17th day of August, 2021, City Council held a public hearing on Z21-08, 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 properties permanently zoned GENERAL COMMERCIAL (CG) Zoning District:

The real properties located southwest of Loop 306 and Foster Road, being a total of 6.287 acres in the C. Berberich Survey No. 177, Abstract No. 52; 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 **17th day of August, 2021**, and finally PASSED, on this the **9th day of September, 2021**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

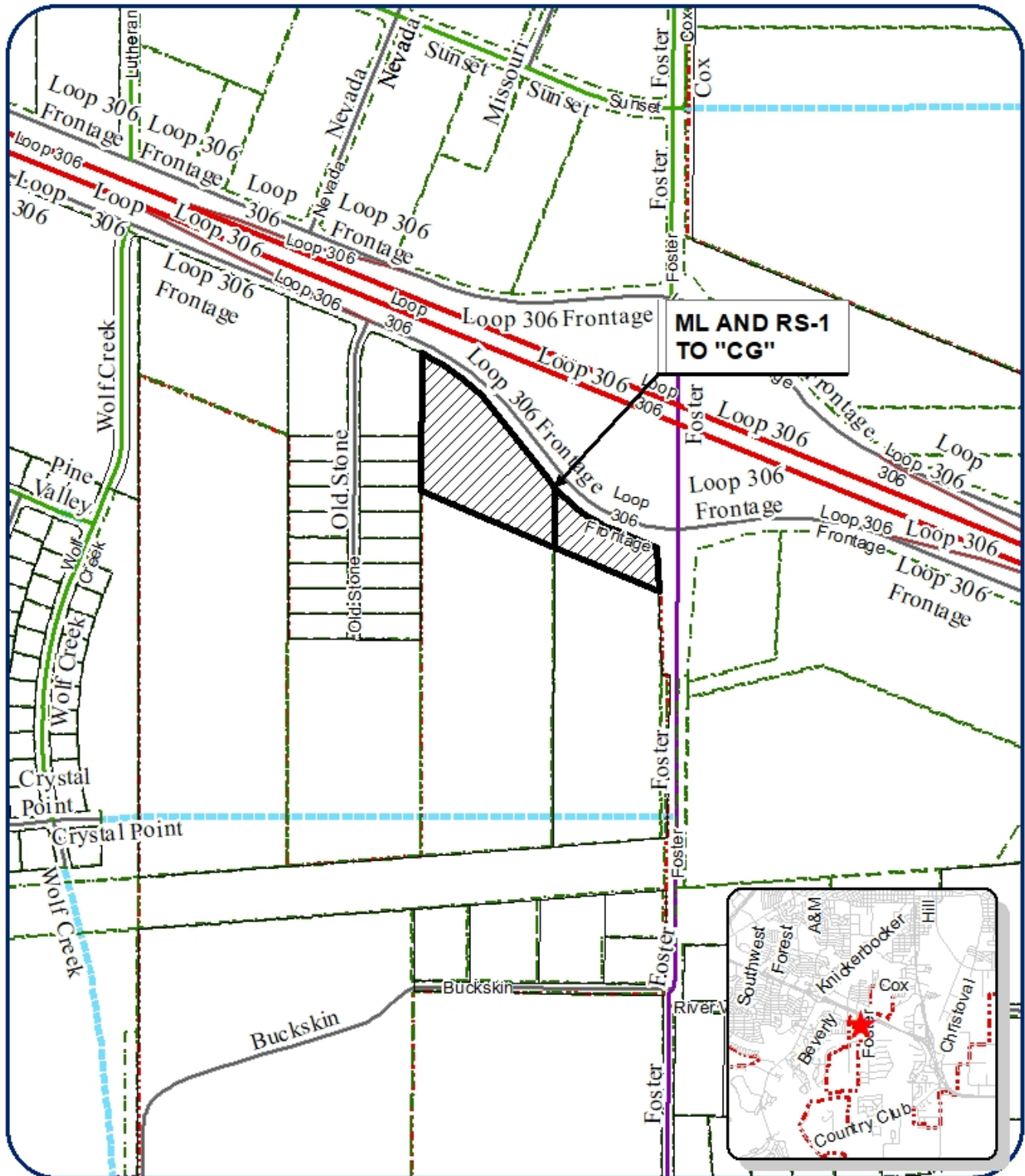
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

221-08: Loop 306/Foster Rd

Council District: Tommy Hiebert - District 1

Neighborhood: Country Club

Scale: 1" approx. = 500 ft

Southwest corner of Loop 306/Foster Rd

Legend

Subject Properties: 
 Current Zoning: **ML and RS-1**
 Requested Zoning Change: **CG**

Vision: **Neighborhood Center and Transitional to Commercial**



CITY COUNCIL – AUGUST 17, 2021
STAFF REPORT



APPLICATION TYPE:		CASES:	
Comprehensive Plan Amendment & Rezoning		CP21-05/Z21-08: Southwest corner Loop 306/Foster Road	
SYNOPSIS:			
The applicant expressed interested in developing these two vacant unplatted tracts for future commercial development. He conducted a consultation with City Staff to discuss a Comprehensive Plan Amendment and Rezoning, and has now submitted these applications. The properties are located at the southwest corner of a major intersection designated Neighborhood Center in the Comprehensive Plan except for the west 1-acre which is Transitional. This would support at least a CN zoning but would prohibit outdoor storage greater than 5 feet from a building wall, limit the maximum floor area ratio to 0.6 instead of 2.0 in other commercial districts, and prohibit certain uses such as vehicle washes which require at least a CG. Therefore, the applicant is requesting a Comprehensive Plan designation of Commercial which would then support an underlying CG zoning.			
LOCATION:		LEGAL DESCRIPTION:	
Southwest corner of Loop 306/Foster Road		6.287 acres in the C. Berberich Survey No. 177, Abstract No. 52	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #1 – Tommy Hiebert Country Club Neighborhood	ML and RS-1	NC – Neighborhood Center and T- Transitional	6.287 acres
THOROUGHFARE PLAN:			
Loop 306 – TXDOT Freeway; Foster Road – Urban Arterial Road			
NOTIFICATIONS:			
3 notifications for CP21-05 and Z21-08 were mailed within a 200-foot radius on July 8, 2021. No responses in support or in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the “Neighborhood Center” and “Transitional” Future Land Use to the “Commercial” Future Land Use; and, APPROVAL of a rezoning from the Light Manufacturing (ML) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Road.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner: Joe Heartsill Trustee/Loop 306 Trust; Applicants: HBB Investment Company, LLC/La Grande Investments, LLC</i>			
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.** Staff believes that the Comprehensive Plan Amendment to Commercial is logical given that the properties front onto Loop 306 adequately serviced by Loop 306, a major freeway, and Foster Road, an urban arterial road. Staff would require further review before supporting any further commercial rezoning to the south also owned by the applicant, but this is not part of the subject request.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** If the properties are rezoned to CG, both would comply with the minimum lot area, frontage and depth requirements. The CG zone requires a minimum of 6,000 square feet and the properties are 5.057 and 1.23 acres respectively. It also requires lot frontages of 50 feet and depths of 80 feet, and each lot has lot frontages of 750 and 470 feet, and lot depths of 230 and 175 feet on their narrowest sides respectively, in compliance with the Zoning Ordinance. This should allow substantial space for commercial buildings and associated parking, while maintaining the required 25-foot front yard setbacks from the Loop 306 Frontage Road. **Prior to development, a subdivision plat will be required, ensuring extension of required city services. City Staff have communicated this to the applicant.**
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.** Staff believes that the rezoning is compatible with the surrounding area which is slated for future commercial development. Given its adjacency to Loop 306, Staff is comfortable supporting the rezoning to CG and changing the Comprehensive Plan designation to Commercial. The immediate area is underserved for retail commercial development and approval of these applications would allow some much needed retail space to service the local neighborhood, including the Old Stone subdivisions recently approved to the west.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The properties have remained vacant since at least 1954 per historic aerial photographs. Staff agrees with the applicant that the proposed amendments are appropriate.
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.** Staff does not anticipate any adverse

environmental affects at this time. Grading, drainage, and stormwater will be reviewed at time of platting/permitting.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* As discussed, Staff believes retail commercial development at this location will service the surrounding neighborhood void of retail and shopping amenities.
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.* Both lots could be platted to comply with the Zoning Ordinance. The lots have direct and abutting access to Loop 306 and Foster Road which can accommodate large traffic volumes.

Planning Commission Recommendation:

On July 19, 2021, the Planning Commission recommended unanimous **APPROVAL** by a vote of 6-0 for both cases. The following is the complete excerpt of the draft minutes from the July 19, 2021, meeting for this case:

Jeff Fisher, Principal Planner, presented the proposed Comprehensive Plan and rezoning as one presentation. He explained that the cases are for two adjacent properties and changing the Comprehensive Plan to Commercial will allow the properties to be rezoned to CG. He indicated that three notices were mailed out, and Staff received no responses in favor or against. Mr. Fisher noted that the applicant will be required to plat and extend city sewer in future in order to construct, but that this would not prevent these applications from moving forward. He then outlined Staff's recommendation to approve both cases on the grounds that the Commercial designation is compatible given the properties frontage onto Loop 306; that the lots will easily comply with the zoning standards; and that this area is currently underserved by retail and a rezoning will facility commercial activities to service the area.

Chair Stribling opened public comment.

Chair Stribling closed public comment.

Commissioner Davis made a motion to **RECOMMEND APPROVAL** of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the "Neighborhood Center" and "Transitional" Future Land Use to the "Commercial" Future Land Use; and **RECOMMEND APPROVAL** of a rezoning from the Light Manufacturing (ML) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District; being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Road. Vice Chair Jackson seconded the motion. The motion carried unanimously, 6-0.

Recommendation:

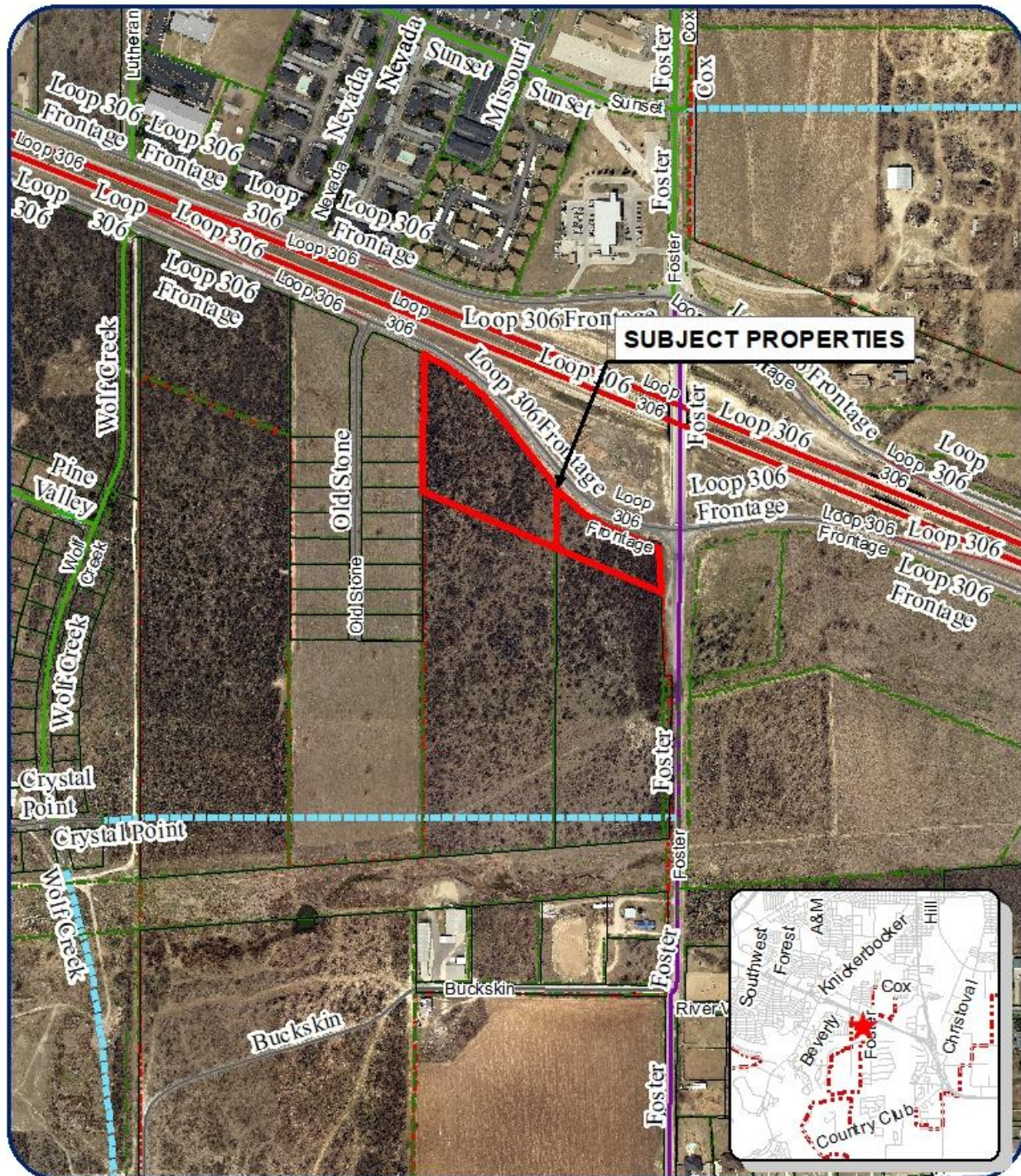
Staff's recommendation is for City Council to:

1. **APPROVE** an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the "Neighborhood Center" and "Transitional" Future Land Use to the "Commercial" Future Land Use; and,
2. **APPROVE** a rezoning from the Light Manufacturing (ML) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District, being approximately 6.287 acres, located at the southwest corner of Loop 306 and Foster Road.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Applications

August 17, 2021

**Comprehensive Plan Amendment and Rezoning****CP21-05/Z21-08: Loop 306/Foster Rd**

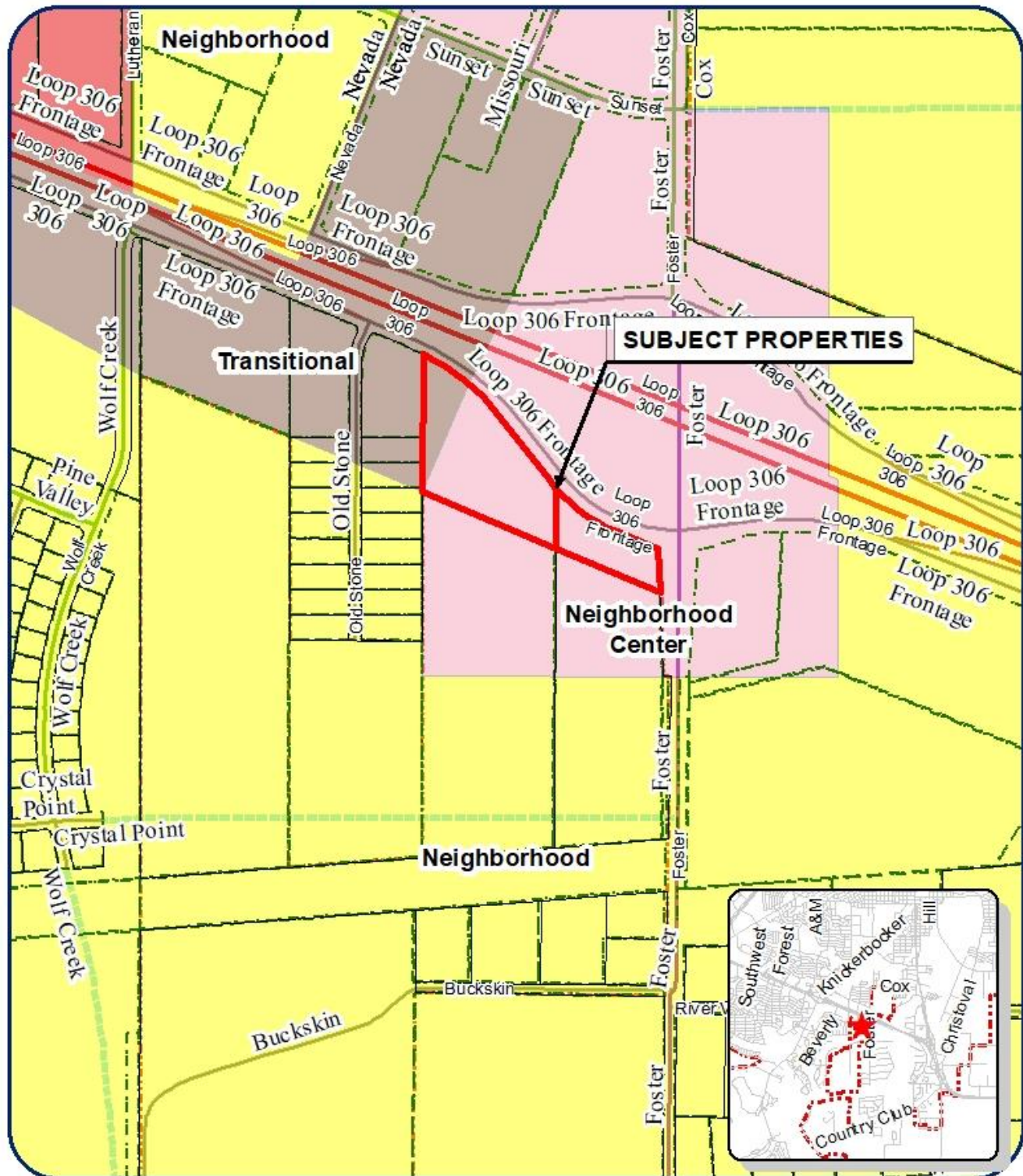
Council District: Tommy Hiebert - District 1

Neighborhood: Country Club

Scale: 1" approx. = 500 ft

Southwest corner of Loop 306/Foster Rd**Legend**Subject Properties: Current Zoning: **ML and RS-1**Requested Zoning Change: **CG**Vision: **Neighborhood Center and Transitional to Commercial**

August 17, 2021

**Comprehensive Plan Amendment and Rezoning****CP21-05/Z21-08: Loop 306/Foster Rd**

Council District: Tommy Hiebert - District 1

Neighborhood: Country Club

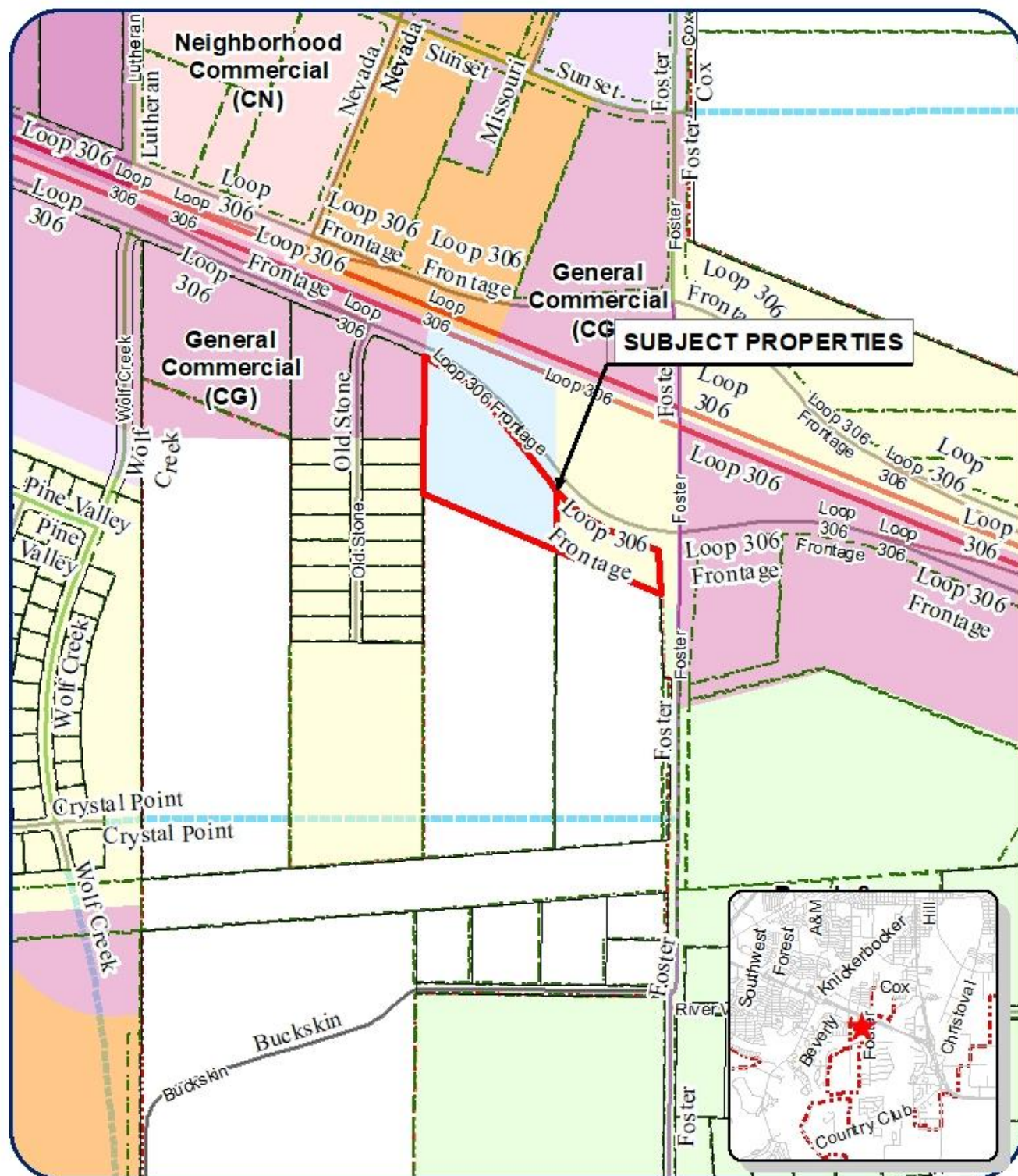
Scale: 1" approx. = 500 ft

Southwest corner of Loop 306/Foster Rd**Legend**

Subject Properties: —
 Current Zoning: **ML and RS-1**
 Requested Zoning Change: **CG**
 Vision: **Neighborhood Center and Transitional to Commercial**



August 17, 2021

**Comprehensive Plan Amendment and Rezoning****CP21-05/Z21-08: Loop 306/Foster Rd**

Council District: Tommy Hiebert - District 1

Neighborhood: Country Club

Scale: 1" approx. = 500 ft

Southwest corner of Loop 306/Foster Rd**Legend**

Subject Properties: —
 Current Zoning: **ML and RS-1**
 Requested Zoning Change: **CG**
 Vision: **Neighborhood Center and Transitional to Commercial**



Photos of Site and Surrounding Area

SOUTH AT SUBJECT PROPERTIES



WEST



EAST



NORTH



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): HBS Investment company, LLC / La Vista Grand Investments, LLC

☐ Owner ☒ Representative (Notarized Affidavit Required)

P.O. Box 62582 San Angelo TX 76906
Mailing Address City State Zip Code

(325) 245-7517 haden.burchard@gmail.com
Contact Phone Number Contact E-mail Address

Abstract A-0052 S-017, Survey C DEARBERTCH, 5.057 Acres
Abstract A-0052 S-017, Survey C DEARBERTCH, 1.234 Acres
Subject Property Address City State Zip Code

① 5.057 Acres / ② 1.234 Acres ① MC ② RS-2
Lot Size: Zoning:

Section 2: Site Specific Details

Existing Use of Property: Ag land

Proposed Use of Property: CS - future development

Existing Comprehensive Plan Land Use Designation: - Neighborhood Center

Requested Comprehensive Plan Land Use Designation: - Commercial

Reason(s) and justification(s) for requesting Comprehensive Plan Amendment:

Allow for CS zoning -

Effective January 3, 2017

Section 3: Applicant(s) Acknowledgement**Please initial the following:**

HSS 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.

HSS 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.

HSS 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).

HSS 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.

HSS 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.

HSS 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.

HSS 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.

HSS 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]
Signature of licensee or authorized representative

6/14/2021
Date

Harlan B. Orchard
Printed name of licensee or authorized representative

HSS Investment Company, LLC
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Case No.: CPA.: _____

Planning Commission Date: ____/____/____

City Council Date(s): ____/____/____

Non-Refundable Fee: \$ _____ Receipt #: _____ Date paid: ____/____/____

Reviewed/Accepted by: _____ Date: ____/____/____

\$1,270.00

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): HBB Investment company, LLC / La Vista Grande Investors, LLC
☐ Owner ☒ Representative (Notarized Affidavit Required)
P.O. Box 62582 San Angelo TX 76906
 Mailing Address City State Zip Code
(325) 245-7517 hadenburcharl@gmail.com
 Contact Phone Number Contact E-mail Address

Subject Property Address City State Zip Code

Tract 1: Abstract A-0052 S-0177, Survey C BERBERICH, 5.057 Acres

Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Tract 2: Abstract A-0052 S-0177, Survey C BERBERICH, 1.234 Acres

Existing Zoning: ML Proposed Zoning: CG/CS Lot size: 5.057 Acres / 1.234 Acres

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Ag Land

*Proposed Use of Property: CG - future development

*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.

August 17, 2021

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.

Loop 306 Trust

Owner Name (Print)

Signature

Company/Organization (If Applicable)

Date

Haden Burchard

Representative Name (Print)

Signature

H3B Investment Company
Company/Organization

Date

6/17/2021

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z 21 -- 08

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ ____

Receipt #: ____ Date paid: ____/____/____

Sign Deposit \$37.50

Receipt #: ____ Date paid: ____/____/____

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: ____/____/____ Date notifications due: ____/____/____

City Council hearing date: ____/____/____ Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: ____ Date: ____/____/____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: September 9, 2021

Item type: Consent Item

Caption:

Consider approving amendments to the KSAB Bylaws to update key issues approved by the board to include adding a conflict of interest provision, adding three alternates to the board, removing the requirement for a City Council member to serve on the board, and other administrative changes (Bob Salas)

Summary/History:

Staff requests approval to amend the KSAB Bylaws approved on January 8, 2019 to include changing the purpose and adding a conflict of interest provision to coincide with state non-profit requirements; adding three alternates to the board that can vote when required to reach a quorum and to assist in fundraising; eliminating the requirement to have a City Council member sit on the board; changing the monthly meeting day; changing the treasurer's duties to be less time consuming; and changing the need for an annual audit to an annual financial review due to high cost of an audit and the fact that non-profits expending less than \$750K of federal funds are not required to conduct an annual audit. KSAB board approved all the proposed changes.

Financial Impact:

No fiscal impact.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------------|------------------------------------|
| 1. | KSAB Bylaws_Amended_9-1-2021 | KSAB Bylawsd_Amended_9-1-2021.docx |
|----|------------------------------|------------------------------------|

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Jeff Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**BYLAWS OF
KEEP SAN ANGELO BEAUTIFUL**

ARTICLE I. OFFICES

A. Registered Office and Registered Agent

The Corporation shall have and shall continuously maintain in the State of Texas a registered office, which is located at 72 W. College Avenue, San Angelo, TX 76903. The Corporation shall also have and continuously maintain a registered agent whose address will be that of the registered office. The registered agent's name is Daniel Valenzuela. The Board of Directors may, from time to time, change the registered agent and/ or the address of the registered office provided that such change complies with the Texas Business Corporation Act and is appropriately reflected in these Bylaws and in the Articles of Incorporation

B. Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City of San Angelo, Tom Green County Texas, and it may be, but need not be, identical with the registered office of the Corporation.

ARTICLE II. PURPOSE

Keep San Angelo Beautiful is organized exclusively for charitable, religious, educational, and scientific purpose, including for such purposes, the making of distributions to organizations that qualify as exempt organizations described under 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**ARTICLE III. NO STOCK AND NO
STOCKHOLDERS**

The Corporation shall have no capital stock and no stockholders.

ARTICLE IV. BOARD OF DIRECTORS

A. Responsibility of Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to the Texas Non-Profit Corporation Act, the Articles of Incorporation, and these Bylaws. The Board of Directors shall have full charge of the property and business of the Corporation, with full power and authority to manage and to conduct the same.

The Board of Directors may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and agents of the Corporation to transact the general business or any special business of the Corporation.

The Board of Directors will be responsible for making an annual report to the City of San Angelo City Council of the year's activities.

B. Director Eligibility

Persons eligible for appointment to the Board of Directors shall either live or work within the city of San Angelo

C. Number of Directors

The Board of Directors shall be composed of seven (7) members, at least four (4) of whom shall be a resident of the City of San Angelo. The Alternate Board Members will consist of three members who will attend all meetings and have voting rights only in the absence of a quorum. Alternate Board Members will be appointed by the Mayor and Mayor Pro-Tem, approved by City Council and serve a three year term. Alternate Board Members will not be allowed to be Officers of KSAB, but merely serve the purpose of voting in absence of a quorum.

D. Attendance

All Directors must not miss more than three (3) meetings held in any fiscal year whether regular, special or emergency. The Alternate Board Members will consist of three members who will attend all meetings and have voting rights only in the absence of a quorum. Alternate Board Members will be appointed by the Mayor and Mayor Pro-Tem, approved by City Council and serve a three year term. Alternate Board Members will not be allowed to be Officers of KSAB, but merely serve the purpose of voting in the absence of a quorum.

E. Term of Office

Terms of office for Directors begin October 1. Seven members of the City of San Angelo City Council shall appoint one Director to the Board or serve on the Board. All appointments shall be approved by the City Council of San Angelo, Texas. Appointments shall be made in September for terms beginning October 1 and directors shall hold office for a term of three (3) years or until their successors are appointed.

F. Vacancies and Removal of Directors

Upon the death, resignation, removal, or vacancy of office of any of the Directors, the respective council person or mayor shall nominate and appoint a successor Director, who shall hold office for the unexpired term of the Director he or she is appointed to succeed. If the best interests of the Corporation, requires the removal of any Director, removal of such Director shall be effected by majority vote of the City Council of the City of San Angelo, Texas. Failure to meet the attendance requirements may lead to removal if it is in the best interest of Keep San Angelo Beautiful and the City of San Angelo.

G. Advisory Members

The City Manager or designee and the City Attorney shall serve as advisory members to the Board without voting privileges. Advisory members shall act only in an advisory capacity to the Corporation. The President may appoint other advisory members as necessary.

H. Community Partners

The President may appoint members of the Community who are not City of San Angelo employees to act as Community Partners to Keep San Angelo Beautiful. Community Partners shall act as advisory members to the Board without voting privileges.

I. Regular Meetings, Notice and Quorum

Regular meetings of the Directors shall be held on the third Wednesday of each month or as directed by the President and shall be held at such place as the President may determine. A majority of the appointed Board of Directors shall constitute a quorum.

There shall be a regular annual meeting of the Board of Directors during the Month of August to elect a President, President -Elect, Secretary and Treasurer. It will be the responsibility of these

Officers to present the annual budget and program of work for approval no later than the September regularly scheduled Board meeting.

J. Special Meetings

Special meetings of the Directors may be called by the President upon at least 24 hours notice, stating the purpose or purposes thereof, or such special meeting may be held at any time by request of at least three (3) of the Directors, giving at least 24 hours notice.

K. No Compensation

No salary or compensation of any kind shall be paid to any Director or on the Board, except for actual expenses upon proof and approval of the Board of Directors.

L. Conflict of Interest

Each director will be given a copy of the Conflict of Interest Policy, annual training and will be required to sign the policy indicating they have read and fully understand the policy.

ARTICLE V. OFFICERS

A. Composition of Officers

The officers of the Corporation shall be elected by the Directors and shall consist of a President, a President Elect, a Secretary and a Treasurer. Only Directors are eligible to hold an office.

B. Election of Officers

The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Vacancies shall be filled at any meeting of the Board of Directors and any person who fills a vacancy shall serve until the next election of officers. Each officer shall hold office until his or her successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

C. Removal of Officers

Any officer elected or appointed by the Board of Directors may be removed at any time for any reason by the affirmative vote of a majority of the whole Board of Directors.

D. President

The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall supervise and control the business and affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried into effect, and shall perform all other duties that usually pertain to the office or are delegated to him by the Board of Directors.

E. President-Elect

In the absence of the President or in the event of the President's inability or refusal to act, the President Elect shall perform the duties of the President and, as such, the President-Elect shall have all the powers of, and be subject to all the restrictions upon, the President. The President Elect shall also have such powers and shall perform such other duties as may be assigned by the President or by the Board of Directors.

F, Secretary

The Secretary is responsible for keeping records of the proceedings of the Board of Directors, including the minutes of all meetings of the Board of Directors and shall perform all duties that usually pertain to the office of Secretary or which are delegated by the Board of Directors or by the President. The Secretary shall also be the custodian of the records authenticate the execution of all duly authorized documents through the placement of the official seal of the Corporation on the documents.

G. Treasurer

The Treasurer is responsible for seeing that regular books, records and books of account of the financials of the Corporation are kept by the Executive Director and reviewed monthly. The Treasurer and Executive Director will sign checks of the Corporation along with the President and/or President-Elect. All checks require two signatures. The Treasurer will be notified of credit card purchases and Executive Director will provide all documentation, including receipts and/or invoices to comply with generally accepted accounting principles. The treasurer will perform all other duties in conjunction with the Executive Director, and, as may be prescribed by the Board of Directors or by the President of the Board.

H. Salary of Officers

The officers and agents of the Corporation shall not receive any salary for their service to the Corporation.

ARTICLE VI. FINANCIAL ADMINISTRATION

A. Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of October and end on the 30th day of September each year.

B. Operating Funds

No profit shall ever be realized by any person in the operation of this corporation. The Corporation will have the power to raise money, charge for memberships, accept gifts and donations, apply for and receive grants, and otherwise generate revenue for its expenses.

The funds that are raised will be used to carry out the charitable and educational purposes of the organization. Any funds of the Corporation which are not required immediately for the ongoing activities of the Corporation may be invested by the Board of Directors.

C. Entering into Contracts

The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances. --- --

D. Annual Budget

An annual budget shall be submitted to the Board of Directors for approval no later than September's regularly scheduled Board meeting.

E. Annual Financial Review-Audit

The Board of Directors shall provide for an annual outside financial reviewaudit as required by statute.

ARTICLE VII. COMMITTEES

The President may form any committee deemed necessary to carry on the business of the Corporation. The Committee Chair shall be nominated by the President and approved by the Board of Directors. All committees shall serve the objectives of the Organization.

ARTICLE VIII. EXECUTIVE DIRECTOR

The Executive Director shall be responsible for the day-to-day operations of the Organization. The Executive Director shall have charge of the business, property, and general programs, of the Organization, including the maintenance of records of the Board of Directors, maintenance of the financial reports, and minutes as recorded by the Secretary and approved by the Board of Directors. The Executive Director shall give or cause to be given all notices required by law or by these Bylaws or any other statute, ordinance, or regulation.

ARTICLE IX. AMENDMENTS TO BYLAWS

These Bylaws shall be adopted by the Board of Directors of said Corporation and approved by the City of San Angelo City Council. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws is vested in the Board of Directors, with ratification by the City of San Angelo City Council. Any alteration, amendment or repeal requires at least five (5) members of the Board of Directors to vote in favor of such alteration, amendment or repeal in a meeting called for that purpose. Furthermore, any alteration, amendment or repeal shall not become effective nor have any force or effect whatsoever unless and until same has been approved by a written resolution passed by the City Council of San Angelo, Texas.

ARTICLE X. INDEMNITY

The Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he is made a party by reason of holding such position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she is finally adjudicated in such instance to be liable for negligence or misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

ARTICLE XI. MISCELLANEOUS

A. Miscellaneous

The Board of Directors shall provide a Corporate Seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation, substantially as follows: Keep San Angelo Beautiful, Inc., San Angelo, Texas.

B. Table of Contents and Headings

The Table of Contents and Headings used in these Bylaws have been inserted for convenience only and do not constitute a matter to be used in construing or interpreting them.

C. Construction

Whenever the context so requires, the use of a masculine pronoun shall include the feminine, and singular shall include plural and conversely.

If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Bylaws shall be considered valid and operative, and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative, in so far as not prohibited by law.

D. Relation to Articles of Incorporation

These Bylaws are subject to and are governed by the Articles of Incorporation of Keep San Angelo Beautiful, Inc.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of Keep San Angelo Beautiful, Inc. and that such Bylaws were approved by the San Angelo City Council on July 20, 2021 and duly adopted by the Board of Directors of said Corporation on xxxxxxxx

ATTEST:

Secretary of the Corporation

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: September 9, 2021

Item type: Regular Item

Caption:

Discussion and consideration of matters related to the fiscal year 2021-2022 operating budget including:

1. First public hearing and introduction of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. This budget will raise more total property taxes than last year's budget by \$619,490 (1.51%), and of that amount, \$669,625 is tax revenue to be raised from new property added to the tax roll.
2. Conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for the September 21, 2021, regular meeting of the City Council as an action item.
(Presentation made by Finance Director Tina Dierschke)

Summary/History:

Through the Council communications via memos and workshop discussions, staff has made progress towards preparing the 2021-22 budget. The following action items are necessary to proceed with adopting the 2021-2022 budget.

1. This is the first public hearing and introduction of the budget ordinance for the fiscal year beginning October 1, 2021, and ending September 30, 2022. The ordinance appropriates funds for the 2021-2022 fiscal year (exhibit A) and approves the pay schedule for all City employees (exhibit B). It also determines and approves budget amendment authorizations.

The ordinance authorizes the City Manager to apply for and accept the routine, recurring grants (exhibit C) and execute any documents related to these grants. The City Manager is also given authorization to execute certain Interlocal Agreements that does not require the expenditure of City funds.

Lastly, the staffing headcount is authorized in sections ten for civil service and eleven for civilians (exhibit D).

The proposed 2021-2022 budget meets all legal requirements.

2. The next item for the Council's consideration is to conduct a separate record vote to ratify the property tax revenue budgeted per truth in taxation guidelines. The motion must specifically be made to:

"Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for the September 21, 2021, regular meeting of the City Council as an action item."

Financial Impact:

Total operating budget of \$166,042,906. See attached budget ordinance for specific funds.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--|--|
| 1. | Draft Budget 9-1-21 | Draft Budget 9-1-21.pdf |
| 2. | 2021 09-09 Budget Ordinance Presentation | 2021 09-09 Budget Ordinance Presentation.pdf |
| 3. | 2021 09-09 Budget Ordinance | 2021 09-09 Budget Ordinance.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle

Tina Dierschke

Theresa James

Julia Antilley

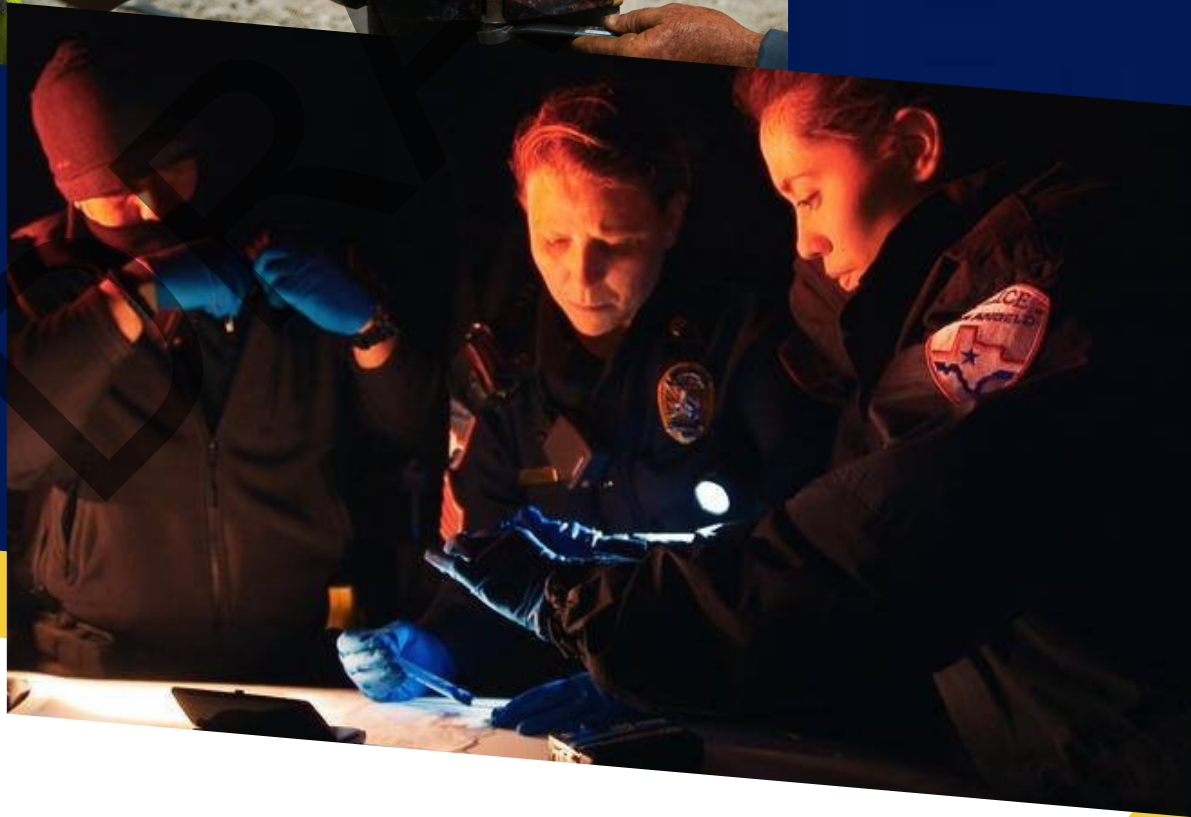
Created/Initiated

Approved

Approved

Final Approval

City of San Angelo, Texas



Operating Budget

2021-22 Fiscal Year



City of San Angelo, Texas

Operating Budget Fiscal Year 2021-2022

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$619,490 (1.51%), AND OF THAT AMOUNT, \$669,625 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

City Council Record Vote

****September 21, 2021****

The members of the governing body voted on the adoption of the budget as follows:

FOR: Tommy Hiebert, Tom Thompson, Harry Thomas, Lucy Gonzales, Lane Carter, Larry Miller, and Brenda Gunter

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted FY2021-22	Adopted FY2020-21
Property Tax Rate	0.770 / \$100	0.7760 / \$100
No New Revenue Tax Rate	0.7648 / \$100	0.7554 / \$100
No New Revenue M&O Tax Rate	0.6761 / \$100	0.6654 / \$100
Voter Approval Tax Rate	0.8095 / \$100	0.7874 / \$100
Debt Tax Rate	0.0936 / \$100	0.0936 / \$100

The total amount of municipal debt obligations secured by property taxes is \$80,895,000.

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>101 REVENUES:</u>				
Taxes				
Property Tax	35,949,191	36,820,921	37,364,595	543,674
Sales Tax	20,112,161	18,339,709	20,371,495	2,031,786
Alcohol Beverage Taxes	360,233	389,247	423,048	33,801
Bingo Taxes	50,373	36,960	38,112	1,152
Franchise Tax	7,568,671	7,173,938	6,624,779	(549,159)
Total Taxes	64,040,629	62,760,775	64,822,029	2,061,254
Public Safety				
Police ^{(1) (2)}	760,827	318,520	268,708	(49,812)
Municipal Court ⁽²⁾	2,527,473	2,650,719	2,462,825	(187,894)
Fire	4,202,208	3,989,205	4,414,205	425,000
Fire Prevention	77,753	145,000	144,000	(1,000)
Total Public Safety	7,568,261	7,103,444	7,289,738	186,294
Public Works				
Engineering	6,285	7,575	1,825	(5,750)
Traffic Control	214,651	166,000	166,000	-
Street & Bridge	33,508	40,500	20,500	(20,000)
Total Public Works	254,444	214,075	188,325	(25,750)
Public Services				
Parks	21,631	33,750	33,750	-
Recreation	251,505	344,970	357,970	13,000
Swimming Pool	32,214	183,500	183,500	-
Nature Center	18,720	46,115	46,115	-
Total Public Services	324,070	608,335	621,335	13,000

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
Planning & Development Services				
Development Services	6,225	7,500	3,000	(4,500)
Planning	78,200	57,000	71,100	14,100
Permits & Inspections	1,110,212	735,500	889,000	153,500
Total Planning & Development Services	1,194,637	800,000	963,100	163,100
Neighborhood & Family Services				
Code Compliance	274,117	309,734	309,734	-
Animal Services	53,806	48,200	48,200	-
Total Neighborhood & Family Services	327,923	357,934	357,934	-
Other Departmental Charges				
Health Services	103,216	113,900	113,900	-
Legal & Real Estate	246,389	177,310	184,537	7,227
Crossing Guards ⁽²⁾	132,263	132,401	-	(132,401)
Other Departmental charges	96,008	103,652	115,652	12,000
Other Departmental Charges	577,876	527,263	414,089	(113,174)
Other Revenue Sources				
Interest	552,289	255,048	91,650	(163,398)
Miscellaneous	283,412	55,484	55,424	(60)
Transfers In ⁽¹⁾	4,168,595	4,396,450	4,537,870	141,420
Other Revenue Sources	5,004,296	4,706,982	4,684,944	(22,038)
Total General Fund Revenues	\$ 79,292,136	\$ 77,078,808	\$ 79,341,494	\$ 2,262,686

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>101 EXPENDITURES:</u>				
Public Safety				
Police	19,774,034	19,468,533	20,252,981	784,448
Traffic Safety	320,380	247,878	254,337	6,459
Municipal Court	2,159,087	2,466,834	2,205,866	(260,968)
Public Safety Communications	1,622,412	1,658,169	1,780,973	122,804
Fire ⁽³⁾	18,503,332	18,036,672	19,458,679	1,422,007
Fire Prevention	635,208	744,839	759,994	15,155
Total Public Safety	43,014,453	42,622,925	44,712,830	2,089,905
Public Works				
Engineering	1,124,226	1,301,559	1,346,031	44,472
Operations Admin	366,101	357,108	238,437	(118,671)
Traffic/Signal Control	1,247,111	1,013,837	1,029,688	15,851
Street and Bridge	6,274,190	6,299,256	6,314,198	14,942
Street Lighting	924,783	1,118,829	1,118,829	-
Total Public Works	9,936,411	10,090,589	10,047,183	(43,406)
Public Services				
Parks	3,219,735	3,449,439	3,500,568	51,129
Water Lily Garden	107,528	110,217	112,972	2,755
Recreation	746,491	847,407	920,758	73,351
Swimming Pool	127,189	183,500	183,500	-
Nature Center	98,066	117,535	122,967	5,432
Total Public Services	4,299,009	4,708,098	4,840,765	132,667

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
Planning & Development Services				
Administration	564,854	559,599	537,497	(22,102)
Planning	304,345	305,880	308,864	2,984
GIS	330,871	343,992	352,437	8,445
Permits & Inspections	900,237	919,264	960,511	41,247
Total Planning & Development Services	2,100,307	2,128,735	2,159,309	30,574
Neighborhood & Family Services				
Code Compliance	543,157	541,459	555,708	14,249
Animal Services	1,037,571	992,799	1,032,225	39,426
Social Services	195,822	293,757	296,233	2,476
Total Neighborhood & Family Services	1,776,550	1,828,015	1,884,166	56,151
Health Services				
Nursing	99,277	145,760	148,346	2,586
Environmental Health	92,982	76,333	80,542	4,209
Administration	152,123	182,434	186,875	4,441
MHMR Contribution	55,500	55,500	55,500	-
Total Health Services	399,882	460,027	471,263	11,236

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
General Government				
City Council	115,516	162,635	163,635	1,000
City Manager	778,794	805,225	819,772	14,547
Internal Auditor	77,021	79,579	75,981	(3,598)
Communications	237,686	431,426	186,380	(245,046)
City Clerk	187,863	264,523	290,283	25,760
Construction Management	112,654	110,975	113,929	2,954
Development Corporation	395,651	393,964	423,562	29,598
Total General Government	1,905,185	2,248,327	2,073,542	(174,785)
Administrative Services				
City Attorney/Legal	702,700	704,429	716,700	12,271
Real Estate	183,520	202,254	171,542	(30,712)
Finance	1,768,167	1,811,021	1,872,775	61,754
Billing & Collections	735,762	762,604	766,142	3,538
Information Technology	657,605	707,722	784,876	77,154
Purchasing	204,502	234,613	232,722	(1,891)
Human Resources	2,800,603	2,576,881	2,722,302	145,421
Crossing Guards ⁽²⁾	126,373	132,401	-	(132,401)
Facilities Maintenance	1,057,611	694,760	735,894	41,134
Non-Departmental ⁽⁴⁾	385,257	1,091,062	1,325,031	233,969
Lobbyist	3,500	25,000	25,000	-
Legal Notices	13,763	33,894	33,894	-
Total Administrative Services	8,639,363	8,976,641	9,386,878	410,237

General Fund

Schedule of Revenues and Expenditures

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
Transfers Out				
Grants ⁽³⁾	332,657	686,531	435,296	(251,235)
Capital	2,812,651	1,809,402	1,751,373	(58,029)
Debt Service	200,000	200,000	200,000	-
Other Funds	1,322,538	1,319,518	1,378,889	59,371
Total Transfers Out	4,667,846	4,015,451	3,765,558	(249,893)
Total General Fund Expenditures	\$ 76,739,006	\$ 77,078,808	\$ 79,341,494	\$ 2,262,686
Increase/(Decrease) in Fund Balance	2,553,130	-	-	-
Beginning Fund Balance	23,852,411	26,405,541	26,405,541	-
Ending Fund Balance	\$ 26,405,541	\$ 26,405,541	\$ 26,405,541	\$ -

⁽¹⁾ The support from the Water Fund for Lake Patrol was moved into the Transfers In line in FY21.

⁽²⁾ Revenues and expenditures restricted by State/Federal Statues were moved to a new fund as recommended by best practices in FY22.

⁽³⁾ The transfer to Grants decreased in FY22 due to the SAFER grant ending mid-year and those employees moving to the General Fund in the Fire Department division.

⁽⁴⁾ Non-departmental includes Concho Valley Transit District, and Civil Service Leave Payoffs.

General Debt Service Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>105 REVENUES:</u>				
Current Taxes	4,813,521	4,945,644	5,059,486	113,842
Delinquent Taxes	81,058	46,676	55,000	8,324
Transfers In	2,752,250	2,766,094	2,915,394	149,300
Interest	44,125	23,594	6,939	(16,655)
Total Revenues	\$ 7,690,954	\$ 7,782,008	\$ 8,036,819	\$ 254,811
<u>105 EXPENSES:</u>				
Principal on Debt	5,215,000	4,675,000	5,020,000	345,000
Interest on Debt	2,308,931	2,946,002	2,650,569	(295,433)
Issue Costs	27,854	161,006	216,250	55,244
Total Expenditures	\$ 7,551,785	\$ 7,782,008	\$ 7,886,819	\$ 104,811
Revenues Over/ (Under) Expenditures	139,169	-	150,000	150,000
Beginning Fund Balance	1,528,369	1,667,538	1,667,538	-
Ending Fund Balance	\$ 1,667,538	\$ 1,667,538	\$ 1,817,538	\$ 150,000

TIRZ Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>106 REVENUES:</u>				
Downtown Property Tax	411,187	421,034	437,024	15,990
North Property Tax	644,603	692,531	705,369	12,838
Interest	7,813	3,908	1,814	(2,094)
Total Revenues	\$ 1,063,603	\$ 1,117,473	\$ 1,144,207	\$ 26,734
<u>106 EXPENSES:</u>				
Downtown Projects	237,573	210,917	218,512	7,595
North Projects	417,176	696,039	707,183	11,144
Total Expenditures	\$ 654,749	\$ 906,956	\$ 925,695	\$ 18,739
Revenues Over/ (Under) Expenditures *	408,854	210,517	218,512	7,995
Beginning Fund Balance	2,166,778	2,575,632	2,786,149	210,517
Ending Fund Balance	\$ 2,575,632	\$ 2,786,149	\$ 3,004,661	\$ 218,512

* In FY21 and FY22, there is a planned contribution to fund balance for the Downtown's portion of the Chadbourne Street Improvement Project.

General Equipment Replacement Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
501 REVENUES:				
Transfers In *	2,495,038	1,251,373	1,501,373	250,000
Sale of Fixed Assets	148,930	65,000	65,000	-
Interest	22,361	-	-	-
Other	31,300	40,000	40,000	-
Total Revenue	\$ 2,697,629	\$ 1,356,373	\$ 1,606,373	\$ 250,000
501 EXPENSES:				
Fleet Services	85,879	-	-	-
Engineering	30,429	-	-	-
Traffic Control	26,907	-	-	-
Street & Bridge	267,853	-	199,343	199,343
Parks	165,442	-	-	-
Police	509,578	-	-	-
Police Body Cameras	320,347	50,000	50,000	-
Fire	65,288	-	-	-
Ambulance	232,213	-	230,000	230,000
Capital **	-	1,306,373	1,127,030	(179,343)
Other Vehicles & Equipment	9,995	-	-	-
Total Expenditures	\$ 1,713,931	\$ 1,356,373	\$ 1,606,373	\$ 250,000
Revenues Over/ (Under) Expenditures	983,698	-	-	-
Beginning Fund Balance	550,368	1,534,066	1,534,066	-
Ending Fund Balance	\$ 1,534,066	\$ 1,534,066	\$ 1,534,066	\$ -

* In FY20 projected sales tax surplus was used for additional equipment replacement.

** All funds are placed in this line, then allocated as needed throughout the year.

General Capital Projects Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>502 REVENUES:</u>				
Transfers In	2,311,278	558,029	250,000	(3,122,172)
Interest	(16,456)	-	-	-
Other	-	-	-	-
Total Revenue	\$ 2,294,822	\$ 558,029	\$ 250,000	\$ (3,122,172)
<u>502 EXPENSES:</u>				
Gateway Signage Project	-	-	-	(208,073)
Chadbourne Improvement Project	742,792	-	-	(2,393,871)
Emergency Street Repairs	-	-	-	(1,000,000)
Stormwater Improvements	775,843	-	-	(520,722)
Tree Irrigation	38,643	-	-	(81,656)
River Bank Stabilization	-	308,029	-	(834,525)
Sunken Garden	19,775	-	-	(15,160)
Texas Bank Sports Complex	-	-	-	(284,655)
29th St Sports Complex	4,153	-	-	(1,566,654)
Fort Concho	-	-	-	(729,361)
Animal Services Improvements	3,083	-	-	(189,917)
Fire Station	9,858	-	-	(107,280)
Fire Truck Replacement	395,970	-	250,000	(161,648)
Fire Mobile Data Terminals	552,402	-	-	(53,666)
Transfers Out	206,855	250,000	-	(653,445)
Contingencies	-	-	-	-
Total Expenditures	\$ 2,749,374	\$ 558,029	\$ 250,000	\$ (8,800,633)
Revenues Over/ (Under) Expenditures	(454,552)	-	-	-
Beginning Fund Balance	6,229,637	5,775,085	96,624	(5,678,461)
Ending Fund Balance	\$ 5,775,085	\$ 5,775,085	\$ 96,624	\$ (5,678,461)

* Reporting amended budget due to numerous multi-year projects.

Water Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>260 REVENUES:</u>				
Water Sales	31,474,006	28,164,918	29,307,165	1,142,247
Lake Use Revenues	273,020	419,528	391,794	(27,734)
Billing and Collection	1,357,762	1,443,906	1,443,906	-
Taps and Connections	371,205	365,200	377,700	12,500
Transfers In	2,230,873	1,618,797	2,197,954	579,157
Interest	398,032	244,677	105,892	(138,785)
Other	1,828,938	230,713	200,713	(30,000)
Total Revenues	\$ 37,933,836	\$ 32,487,739	\$ 34,025,124	\$ 1,537,385
<u>260 EXPENSES:</u>				
Personnel	5,831,740	6,607,868	7,021,194	413,326
Operations & Maintenance	7,555,367	9,217,793	9,098,396	(119,397)
Legal Notices	756	5,000	5,000	-
Lobbying	-	750	750	-
Transfers Out	11,712,385	12,430,962	10,149,596	(2,281,366)
Capital	2,622,891	4,225,366	7,750,188	3,524,822
Total Expenses	\$ 27,723,139	\$ 32,487,739	\$ 34,025,124	\$ 1,537,385
Revenues Over/ (Under) Expenditures*	10,210,697	-	-	-
Beginning Fund Balance	17,458,562	27,669,259	27,669,259	-
Ending Fund Balance	\$ 27,669,259	\$ 27,669,259	\$ 27,669,259	\$ -

Water Debt Service Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>261 REVENUES:</u>				
Development Corporation	2,900,000	2,900,000	2,900,000	-
Transfers In	10,674,326	9,172,643	6,804,938	(2,367,705)
Interest	(7,548)	1,680	527	(1,153)
Total Revenues	\$ 13,566,778	\$ 12,074,323	\$ 9,705,465	\$ (2,368,858)
<u>261 EXPENSES:</u>				
Debt Service	11,404,278	13,669,198	9,705,465	(3,963,733)
Total Expenses	\$ 11,404,278	\$ 13,669,198	\$ 9,705,465	\$ (3,963,733)
Revenues Over/ (Under) Expenditures	2,162,500	(1,594,875)	-	1,594,875
Beginning Fund Balance	(2,049,721)	112,779	(1,482,096)	(1,594,875)
Ending Fund Balance	\$ 112,779	\$ (1,482,096)	\$ (1,482,096)	\$ -

* In FY21, there is a planned use of fund balance to utilize an unbudgeted revenue payment that was received mid-FY20.

Water Capital Projects Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>512 REVENUES:</u>				
Water Sales	5,122,187	4,687,870	4,687,870	-
Transfers In	52,732	698,960	200,000	(498,960)
Interest	85,426	82,973	44,956	(38,017)
Total Revenues	\$ 5,260,345	\$ 5,469,803	\$ 4,932,826	\$ (536,977)
<u>512 EXPENSES:</u>				
Capital Improvements	533,922	5,022,409	4,474,432	(547,977)
Franchise Fee	256,109	234,394	234,394	-
Lobbying	-	13,000	24,000	11,000
Contract Services	36,542	200,000	200,000	-
Total Expenses	\$ 826,573	\$ 5,469,803	\$ 4,932,826	\$ (536,977)
Revenues Over/ (Under) Expenditures	4,433,772	-	-	-
Beginning Fund Balance	7,284,100	11,717,872	11,717,872	-
Ending Fund Balance	\$ 11,717,872	\$ 11,717,872	\$ 11,717,872	\$ -

Lake Nasworthy Trust Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>640 REVENUES:</u>				
Lot Sales	2,119,369	776,000	776,000	-
Lake Lease Income	20,291	60,956	50,800	(10,156)
Interest	190,546	-	2,025	2,025
Total Revenues	\$ 2,330,206	\$ 836,956	\$ 828,825	\$ (8,131)
<u>640 EXPENSES:</u>				
Professional Services	8,450	50,000	50,000	-
Transfers Out *	17,675,880	-	1,823	1,823
Total Expenditures	\$ 17,684,330	\$ 50,000	\$ 51,823	\$ 1,823
Revenues Over/ (Under) Expenditures	(15,354,124)	786,956	777,002	(9,954)
Beginning Fund Balance	15,812,720	458,596	1,245,552	786,956
Ending Fund Balance	\$ 458,596	\$ 1,245,552	\$ 2,022,554	\$ 777,002

* 90% of interest is transferred to the Water Enterprise Fund to assist in operational activities. This amount decreased to zero in FY21, due to use of the fund balance in FY20.

Water Reclamation Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>270 REVENUES:</u>				
Water Reclamation Charges	14,958,838	15,086,996	15,086,996	-
Farm Use Revenues	297,604	242,126	242,655	529
Paving Cuts	77,350	50,000	62,500	12,500
Taps and Connections	27,553	20,250	20,250	-
Interest	320,080	207,002	63,896	(143,106)
Other	303,787	20,000	20,000	-
Total Revenues	\$ 15,985,212	\$ 15,626,374	\$ 15,496,297	\$ (130,077)
<u>270 EXPENSES:</u>				
Personnel	2,287,305	2,280,825	2,452,421	171,596
Operations & Maintenance	2,487,368	2,879,191	3,011,178	131,987
Legal Notices	5,915	5,000	5,000	-
Transfers Out	5,972,917	6,077,601	4,341,700	(1,735,901)
Capital	2,840,085	4,383,757	5,685,998	1,302,241
Total Expenses	\$ 13,593,590	\$ 15,626,374	\$ 15,496,297	\$ (130,077)
Revenues Over/ (Under) Expenditures	2,391,622	-	-	-
Beginning Fund Balance	16,080,744	18,472,366	18,472,366	-
Ending Fund Balance	\$ 18,472,366	\$ 18,472,366	\$ 18,472,366	\$ -

Water Reclamation Debt Service Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>271 REVENUES:</u>				
Transfers In	3,821,764	3,895,365	2,127,676	(1,767,689)
Interest	9,417	4,040	1,168	(2,872)
Total Revenues	\$ 3,831,181	\$ 3,899,405	\$ 2,128,844	\$ (1,770,561)
<u>271 EXPENSES:</u>				
Debt Service	3,830,217	3,899,405	2,128,844	(1,770,561)
Total Expenses	\$ 3,830,217	\$ 3,899,405	\$ 2,128,844	\$ (1,770,561)
Revenues Over/ (Under) Expenditures	964	-	-	-
Beginning Fund Balance	276,202	277,166	277,166	-
Ending Fund Balance	\$ 277,166	\$ 277,166	\$ 277,166	\$ -

Water Reclamation Capital Projects Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>520 REVENUES:</u>				
Water Reclamation Charges	1,801,202	1,727,496	1,727,496	-
Interest	50,534	105,490	19,464	(86,026)
Total Revenues	\$ 1,851,736	\$ 1,832,986	\$ 1,746,960	\$ (86,026)
<u>520 EXPENSES:</u>				
Capital Projects	4,750,309	1,746,611	1,660,585	(86,026)
Franchise Fee	90,060	86,375	86,375	-
Total Expenses	\$ 4,840,369	\$ 1,832,986	\$ 1,746,960	\$ (86,026)
Revenues Over/ (Under) Expenditures	(2,988,633)	-	-	-
Beginning Fund Balance	20,185,811	17,197,178	17,197,178	-
Ending Fund Balance	\$ 17,197,178	\$ 17,197,178	\$ 17,197,178	\$ -

Solid Waste Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>230 REVENUES:</u>				
Landfill Fees	1,587,843	1,380,603	1,438,040	57,437
Leases	609,710	613,238	616,885	3,647
Interest	128,986	56,185	20,230	(35,955)
Total Revenues	\$ 2,326,539	\$ 2,050,026	\$ 2,075,155	\$ 25,129
<u>230 EXPENSES:</u>				
Personnel	190,811	189,068	231,436	42,368
Operations & Maintenance	642,194	1,047,220	1,227,108	179,888
Legal Notices	-	300	300	-
Transfers Out	618,486	606,700	615,301	8,601
Capital	352,869	206,738	1,010	(205,728)
Total Expenditures	\$ 1,804,360	\$ 2,050,026	\$ 2,075,155	\$ 25,129
Revenues Over/ (Under) Expenditures*	522,179	-	-	-
Beginning Fund Balance	4,314,320	4,836,499	4,836,499	-
Ending Fund Balance	\$ 4,836,499	\$ 4,836,499	\$ 4,836,499	\$ -

* There has previously been a planned contribution to fund balance in an effort to fully fund the future expenditures associated with operating the City's landfill. In recent fiscal years, there has been no contribution to fund balance in order to begin funding engineering studies.

Stormwater Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>240 REVENUES:</u>				
Stormwater Fee	2,884,072	2,811,000	2,898,000	87,000
Transfers In	95,000	95,000	135,000	40,000
Interest	47,416	27,529	12,047	(15,482)
Other	5,489	60,000	60,000	-
Total Revenues	\$ 3,031,977	\$ 2,993,529	\$ 3,105,047	\$ 111,518
<u>240 EXPENSES:</u>				
Personnel	1,136,945	1,242,173	1,344,297	102,124
Operations & Maintenance	573,074	672,970	723,943	50,973
Legal Notices	-	300	500	200
Transfers Out	387,381	400,854	385,526	(15,328)
Capital	444,927	677,232	650,781	(26,451)
Total Expenses	\$ 2,542,327	\$ 2,993,529	\$ 3,105,047	\$ 111,518
Revenues Over/ (Under) Expenditures	489,650	-	-	-
Beginning Fund Balance	4,104,160	4,593,810	4,593,810	-
Ending Fund Balance	\$ 4,593,810	\$ 4,593,810	\$ 4,593,810	\$ -

Airport Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>220 REVENUES:</u>				
Leases/Rentals	980,413	1,172,970	1,129,404	(43,566)
Concessions	295,430	313,785	239,245	(74,540)
Landing Fees	68,659	85,953	87,414	1,461
Advertising	9,153	9,000	9,000	-
Transfers In	-	-	-	-
Interest	10,047	3,542	2,115	(1,427)
Other	25,446	48,608	45,411	(3,197)
Total Revenues	\$ 1,389,148	\$ 1,633,858	\$ 1,512,589	\$ (121,269)
<u>220 EXPENSES:</u>				
Personnel	514,024	795,866	803,169	7,303
Operations & Maintenance	510,730	617,305	546,828	(70,477)
Legal Notices	925	600	3,000	2,400
Transfers Out	140,888	143,707	159,592	15,885
Capital	98,638	76,380	-	(76,380)
Total Expenses	\$ 1,265,205	\$ 1,633,858	\$ 1,512,589	\$ (121,269)
Revenues Over/ (Under) Expenditures	123,943	-	-	-
Beginning Fund Balance	468,278	592,221	592,221	-
Ending Fund Balance	\$ 592,221	\$ 592,221	\$ 592,221	\$ -

Airport Passenger Facility Charges (PFC) Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
529 REVENUES:				
Passenger Facility Charges	206,904	283,554	283,554	-
Interest	19,359	15,323	3,410	(11,913)
Total Revenues	\$ 226,263	\$ 298,877	\$ 286,964	\$ (11,913)
529 EXPENSES:				
Transfer to Capital Fund*	27,212	-	-	-
Debt Service	-	-	150,000	150,000
Miscellaneous	150,090	298,877	136,964	(161,913)
Total Expenses	\$ 177,302	\$ 298,877	\$ 286,964	\$ (11,913)
Revenues Over/ (Under) Expenditures	48,961	-	-	-
Beginning Fund Balance	957,445	1,006,406	1,006,406	-
Ending Fund Balance	\$ 1,006,406	\$ 1,006,406	\$ 1,006,406	\$ -

* There was a change in accounting for the transfer to the Capital Fund. The budget is now amended as projects are approved by the FAA to be transferred out.

State Office Buildings Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>201 REVENUES:</u>				
Rental Income	1,178,039	1,228,974	1,188,404	(40,570)
Interest	13,167	4,089	1,079	(3,010)
Other	168,000	50,000	50,000	-
Total Revenues	\$ 1,359,206	\$ 1,283,063	\$ 1,239,483	\$ (43,580)
<u>201 EXPENSES:</u>				
Personnel	129,080	122,713	125,527	2,814
Operations & Maintenance	971,381	670,223	709,815	39,592
Legal Notices	308	-	-	-
Debt Service	153,058	153,507	72,154	(81,353)
Transfers Out	18,873	18,821	20,627	1,806
Capital	243,020	317,799	311,360	(6,439)
Total Expenditures	\$ 1,515,720	\$ 1,283,063	\$ 1,239,483	\$ (43,580)
Revenues Over/ (Under) Expenditures	(156,514)	-	-	-
Beginning Fund Balance	568,909	412,395	412,395	-
Ending Fund Balance	\$ 412,395	\$ 412,395	\$ 412,395	\$ -

Texas Bank Sports Complex Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>203 REVENUES:</u>				
Program Fees	43,577	105,000	105,000	-
Transfers In	745,243	758,654	773,786	15,132
Interest	14,219	9,957	1,258	(8,699)
Other	35,755	79,700	79,700	-
Total Revenues	\$ 838,794	\$ 953,311	\$ 959,744	\$ 6,433
<u>203 EXPENSES:</u>				
Personnel	337,713	398,178	404,611	6,433
Operations & Maintenance	462,435	555,133	555,133	-
Legal Notices	-	-	-	-
Capital	95,595	-	-	-
Total Expenses	\$ 895,743	\$ 953,311	\$ 959,744	\$ 6,433
Revenues Over/ (Under) Expenditures	(56,949)	-	-	-
Beginning Fund Balance	710,843	653,894	653,894	-
Ending Fund Balance	\$ 653,894	\$ 653,894	\$ 653,894	\$ -

Civic Events Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>410 REVENUES:</u>				
Hotel Occupancy Tax (Transfer In)	1,008,050	925,818	1,008,050	82,232
Facility Use Fee*	100,868	115,000	115,000	-
Coliseum Revenue	64,885	111,500	111,500	-
Auditorium Revenue	-	-	-	-
Convention Center Revenue	116,716	177,500	177,500	-
River Stage Revenue	5,519	14,500	14,500	-
Pavilion Revenue	5,365	11,500	11,500	-
Pecan Creek Revenue	3,252	5,000	5,000	-
Interest	33,069	22,158	4,598	(17,560)
Other	66,736	80,000	80,000	-
Total Revenues	\$ 1,404,460	\$ 1,462,976	\$ 1,527,648	\$ 64,672
<u>410 EXPENSES:</u>				
Personnel	736,800	777,447	774,603	(2,844)
Operations & Maintenance	428,049	516,208	496,985	(19,223)
Legal Notices	-	-	-	-
Transfers Out	130,432	109,321	141,060	31,739
Capital	113,737	-	-	-
Total Expenditures	\$ 1,409,018	\$ 1,402,976	\$ 1,412,648	\$ 9,672
Restricted Revenue	100,868	115,000	115,000	-
Revenues Over/ (Under) Expenditures*	(105,426)	(55,000)	-	55,000
Beginning Fund Balance	1,605,693	1,500,267	1,560,267	60,000
Ending Fund Balance	\$ 1,500,267	\$ 1,560,267	\$ 1,675,267	\$ 115,000

*Beginning in fiscal year 2021, City Council restricted the facility use fee revenue to fund balance for future capital improvements. However, in fiscal year 2021, there was also a planned use of fund balance of \$55,000; therefore, the contribution to fund balance from facility use fee revenue.

Fort Concho Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>420 REVENUES:</u>				
Rent & Programs	516,571	649,750	649,750	-
General Fund Transfer In	446,045	425,388	426,879	1,491
Other Transfers In	550,000	50,000	50,000	-
Interest	8,267	4,713	1,475	(3,238)
Other	26,449	20,450	16,450	(4,000)
Total Revenues	\$ 1,547,332	\$ 1,150,301	\$ 1,144,554	\$ (5,747)
<u>420 EXPENSES:</u>				
Personnel	714,177	756,209	750,462	(5,747)
Operations & Maintenance	981,998	392,092	391,092	(1,000)
Capital	4,310	2,000	3,000	1,000
Total Expenditures	\$ 1,700,485	\$ 1,150,301	\$ 1,144,554	\$ (5,747)
Revenues Over/ (Under) Expenditures	(153,153)	-	-	-
Beginning Fund Balance	1,355,896	1,202,743	1,202,743	-
Ending Fund Balance	\$ 1,202,743	\$ 1,202,743	\$ 1,202,743	\$ -

Fairmount Cemetery Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>440 REVENUES:</u>				
Charges for Service	314,525	283,050	283,050	-
Columbarium	13,560	30,000	30,000	-
Trust Income	41,981	50,000	50,000	-
General Fund Transfer In	86,250	90,476	93,224	2,748
Other	140	5,000	5,000	-
Total Revenues	\$ 456,456	\$ 458,526	\$ 461,274	\$ 2,748
<u>440 EXPENSES:</u>				
Personnel	282,826	283,947	284,920	973
Operations & Maintenance	112,296	144,579	146,354	1,775
Columbarium	1,029	30,000	30,000	-
Total Expenditures	\$ 396,151	\$ 458,526	\$ 461,274	\$ 2,748
Revenues Over/ (Under) Expenditures	60,305	-	-	-
Beginning Fund Balance	8,970	69,275	69,275	-
Ending Fund Balance	\$ 69,275	\$ 69,275	\$ 69,275	\$ -

Intergovernmental Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>103 REVENUES:</u>				
CARES Act	1,097,734	-	-	-
Transportation Grant	230,165	230,769	229,541	(1,228)
Streets Grant	81,505	-	-	-
Airport Grants	50,000	50,000	50,000	-
Park Improvement Grants	183,807	-	-	-
Nutrition Program Revenue	156,113	158,945	158,945	-
Health Department *	306,189	221,936	222,940	1,004
WIC	791,030	875,888	984,481	108,593
1115 Waiver	178,994	125,000	95,000	(30,000)
Police Grants	31,392	226,939	240,467	13,528
Fire Grants	686,448	212,245	67,891	(144,354)
Emergency Management Grant	257,764	176,100	190,900	14,800
Transfers In	512,371	736,531	485,296	(251,235)
Total Revenue	\$ 4,561,758	\$ 3,014,353	\$ 2,725,461	\$ (288,892)
<u>103 EXPENSES:</u>				
CARES Act	819,797	-	-	-
Transportation Grant	229,996	229,769	228,541	(1,228)
Streets Grant	81,505	-	-	-
Airport Grants	100,000	100,000	100,000	-
Park Improvement Grants	601,502	-	-	-
Nutrition Program	237,340	274,224	276,973	2,749
Health Department Grants*	298,605	232,186	233,291	1,105
WIC	810,801	875,888	984,481	108,593
1115 Waiver	51,120	125,000	95,000	(30,000)
Police Grants	39,186	333,627	357,358	23,731
Fire Grants	667,930	608,393	203,134	(405,259)
Emergency Management Grant	171,853	233,766	245,183	11,417
Legal Notices	720	1,500	1,500	-
Total Expenditures	\$ 4,110,355	\$ 3,014,353	\$ 2,725,461	\$ (288,892)
Revenues Over/ (Under) Expenditures	451,403	-	-	-
Beginning Fund Balance	1,047,005	1,498,408	1,498,408	-
Ending Fund Balance	\$ 1,498,408	\$ 1,498,408	\$ 1,498,408	\$ -

Community Development Block Grant Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
453 REVENUES:				
Grant Income	669,716	685,662	706,269	20,607
Rehab Loans	1,215	-	-	-
Other	45,142	-	-	-
Total Revenues	\$ 716,073	\$ 685,662	\$ 706,269	\$ 20,607
453 EXPENSES:				
Administration	198,182	226,827	242,517	15,690
Legal Notices	1,900	2,423	3,300	877
Debt Service	141,960	139,339	136,600	(2,739)
Emergency Housing Repairs	99,294	125,000	115,000	(10,000)
Neighborhood Blitz	220,943	168,323	140,102	(28,221)
Atmos Grant	22,563	23,750	23,750	-
Emergency Incidents	380	-	-	-
CARES Act	22,317	-	-	-
Total Expenditures	\$ 707,539	\$ 685,662	\$ 706,269	\$ 20,607
Revenues Over/ (Under) Expenditures *	8,534	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

* Any revenue over/(under) expenditures is carried into the prior year funds, in order to maintain a zero fund balance.

HOME Program Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>483 REVENUES:</u>				
Grant Income	114,098	302,663	306,605	3,942
Loan Payments	371	-	-	-
Sale of Property	35,207	38,412	38,412	-
Other	684,010	30,135	30,135	-
Total Revenues	\$ 833,686	\$ 371,210	\$ 375,152	\$ 3,942
<u>483 EXPENSES:</u>				
Administration	71,357	142,871	96,907	(45,964)
Legal Notices	-	1,342	2,300	958
MHMR Contribution	73,836	75,000	75,000	-
Homebuyers Assistance	-	71,997	60,945	(11,052)
Galilee CDC	70,000	80,000	140,000	60,000
Bradford Storm Repairs	397,064	-	-	-
Total Expenditures	\$ 612,257	\$ 371,210	\$ 375,152	\$ 3,942
Revenues Over/ (Under) Expenditures*	221,429	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

* Any revenue over/(under) expenditures is carried into the prior year funds, in order to maintain a zero fund balance.

Designated Revenue Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
601 REVENUES:				
Donations	389,862	15,050	115,050	100,000
Riverfest	-	30,000	30,000	-
Auditorium	33,362	-	-	-
Interest	5,775	13,116	897	(12,219)
Total Revenue	\$ 428,999	\$ 58,166	\$ 145,947	\$ 87,781
601 EXPENSES:				
Departmental Projects	424,295	28,166	115,947	87,781
Riverfest	-	30,000	30,000	-
Total Expenditures	\$ 424,295	\$ 58,166	\$ 145,947	\$ 87,781
Revenues Over/ (Under) Expenditures	4,704	-	-	-
Beginning Fund Balance	212,153	216,857	216,857	-
Ending Fund Balance	\$ 216,857	\$ 216,857	\$ 216,857	\$ -

Restricted Fund Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
602 REVENUES:				
PEG Fees	-	-	250,000	250,000
Municipal Court	-	-	261,100	261,100
Crossing Guards	-	-	132,463	132,463
Police	-	-	54,000	54,000
Fire Prevention	-	-	1,000	1,000
Interest	-	-	-	-
Total Revenue	\$ -	\$ -	\$ 698,563	\$ 698,563
601 EXPENSES:				
Public Information	-	-	250,000	250,000
Municipal Court	-	-	261,100	261,100
Crossing Guards	-	-	132,463	132,463
Police	-	-	54,000	54,000
Fire Prevention	-	-	1,000	1,000
Total Expenditures	\$ -	\$ -	\$ 698,563	\$ 698,563
Revenues Over/ (Under) Expenditures	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

This is a new fund that was created mid fiscal year 21 for revenue and expenditures restricted by State/Federal Statues as recommended by best practices.

Hotel Occupancy Tax Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
605 REVENUES:				
Hotel Occupancy Tax	2,332,761	1,824,925	2,332,761	507,836
Interest	50,024	14,757	3,603	(11,154)
Total Revenues	\$ 2,382,785	\$ 1,839,682	\$ 2,336,364	\$ 496,682
605 EXPENSES:				
San Angelo Performing Arts Center	50,000	50,000	50,000	-
Convention and Visitors Bureau	975,625	765,518	965,000	199,482
San Angelo Cultural Affairs Council	116,638	75,000	75,000	-
Downtown San Angelo	37,500	37,500	37,500	-
San Angelo Museum of Fine Arts	-	50,000	50,000	-
Transfer to Fort Concho	200,000	50,000	50,000	-
Transfer to Civic Events	1,008,050	925,818	1,008,050	82,232
Transfer to Sports Complex	50,000	50,000	50,000	-
Total Expenses	\$ 2,437,813	\$ 2,003,836	\$ 2,285,550	\$ 281,714
Revenues Over/ (Under) Expenditures *	(55,028)	(164,154)	50,814	214,968
Beginning Fund Balance	1,143,411	1,088,383	924,229	(164,154)
Ending Fund Balance	\$ 1,088,383	\$ 924,229	\$ 975,043	\$ 50,814

* There is a planned use of fund balance in FY21 due the the projected loss is revenue due to COVID-19.

Keep San Angelo Beautiful Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
625 REVENUES:				
Transfers From Solid Waste	65,000	65,000	65,000	-
Total Revenues	\$ 65,000	\$ 65,000	\$ 65,000	\$ -
625 EXPENSES:				
Personnel	44,628	63,627	65,000	1,373
Operations & Maintenance	1,877	1,373	-	(1,373)
Capital	170	-	-	-
Total Expenses	\$ 46,675	\$ 65,000	\$ 65,000	\$ -
Revenues Over/ (Under) Expenditures	18,325	-	-	-
Beginning Fund Balance	1,086	19,411	19,411	-
Ending Fund Balance	\$ 19,411	\$ 19,411	\$ 19,411	\$ -

Fleet Services Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>301 REVENUES:</u>				
Gas and Oil *	1,202,616	3,796,326	2,201,056	(1,595,270)
Materials & Labor	2,468,737	2,601,369	2,759,617	158,248
Rent	120,000	120,000	120,000	-
Interest	15,634	10,757	1,413	(9,344)
Other	20,623	29,784	16,256	(13,528)
Total Revenues	\$ 3,827,610	\$ 6,558,236	\$ 5,098,342	\$ (1,459,894)
<u>301 EXPENSES:</u>				
Personnel	917,577	942,208	941,871	(337)
Operations & Maintenance	2,651,242	5,449,588	4,070,130	(1,379,458)
Legal Notices	1,112	1,000	1,000	-
Capital	76,636	165,440	85,341	(80,099)
Total Expenses	\$ 3,646,567	\$ 6,558,236	\$ 5,098,342	\$ (1,459,894)
Revenues Over/ (Under) Expenditures	181,043	-	-	-
Beginning Fund Balance	787,332	968,375	968,375	-
Ending Fund Balance	\$ 968,375	\$ 968,375	\$ 968,375	\$ -

* In years when gas and oil prices are low, the Fleet Services Fund realized savings in that area, therefore, the corresponding revenue is also down.

Communications Service Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>305 REVENUES:</u>				
Radio	133,838	157,260	145,903	(11,357)
Voice Over IP	362,947	352,287	438,386	86,099
Cell Phones	308,338	235,195	372,862	137,667
Interest	6,804	3,815	650	(3,165)
Total Revenues	\$ 811,927	\$ 748,557	\$ 957,801	\$ 209,244
<u>305 EXPENSES:</u>				
Radio	137,144	139,419	133,765	(5,654)
Voice Over IP	347,093	267,717	375,598	107,881
Cell Phones	292,517	235,329	372,862	137,533
Capital	122,665	106,092	75,576	(30,516)
Total Expenses	\$ 899,419	\$ 748,557	\$ 957,801	\$ 209,244
Revenues Over/ (Under) Expenditures	(87,492)	-	-	-
Beginning Fund Balance	263,101	175,609	175,609	-
Ending Fund Balance	\$ 175,609	\$ 175,609	\$ 175,609	\$ -

Health Insurance Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>310 REVENUES:</u>				
Clinic Revenue	101,257	129,600	104,000	(25,600)
Self Insurance Revenue	9,035,500	9,625,996	10,251,278	625,282
Interest	23,070	13,651	5,328	(8,323)
Total Revenues	\$ 9,159,827	\$ 9,769,247	\$ 10,360,606	\$ 591,359
<u>310 EXPENSES:</u>				
Personnel	178,287	173,741	178,155	4,414
Operations & Maintenance	1,682,430	2,168,268	2,612,426	444,158
Legal Notices	165	-	300	300
Self Insurance Claims Liability	6,984,337	7,425,246	7,567,225	141,979
Capital	1,248	1,992	2,500	508
Total Expenses	\$ 8,846,467	\$ 9,769,247	\$ 10,360,606	\$ 591,359
Revenues Over/ (Under) Expenditures	313,360	-	-	-
Beginning Fund Balance	922,191	1,235,551	1,235,551	-
Ending Fund Balance *	\$ 1,235,551	\$ 1,235,551	\$ 1,235,551	\$ -

* There is a planned contribution to fund balance for projected claims experience.

Property/Casualty Insurance Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>320 REVENUES:</u>				
Premium Contributions	769,270	800,970	1,005,917	204,947
Special Event Insurance	-	-	-	-
Insurance Proceeds	1,965,169	376,494	67,500	(308,994)
Interest	20,205	8,317	2,772	(5,545)
Total Revenues	\$ 2,754,644	\$ 1,185,781	\$ 1,076,189	\$ (109,592)
<u>320 EXPENSES:</u>				
Personnel	168,391	170,447	184,317	13,870
Prior Year Indemnity	-	89,063	50,000	(39,063)
Claims	353,735	310,447	214,000	(96,447)
Insurance Premiums	513,664	578,057	597,127	19,070
Claims Management	37,423	32,996	29,645	(3,351)
Special Projects/Other	1,080,033	3,302	1,100	(2,202)
Capital	1,348	1,469	-	(1,469)
Total Expenses	\$ 2,154,594	\$ 1,185,781	\$ 1,076,189	\$ (109,592)
Revenues Over/ (Under) Expenditures	600,050	-	-	-
Beginning Fund Balance	653,662	1,253,712	1,253,712	-
Ending Fund Balance	\$ 1,253,712	\$ 1,253,712	\$ 1,253,712	\$ -

Workers' Compensation Insurance Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>330 REVENUES:</u>				
Premium Contributions	1,430,957	1,313,320	1,313,320	-
Insurance Proceeds	178	102	102	-
Interest	9,103	18,583	9,468	(9,115)
Total Revenues	\$ 1,440,238	\$ 1,332,005	\$ 1,322,890	\$ (9,115)
<u>330 EXPENSES:</u>				
Personnel	197,539	217,595	233,172	15,577
Operations & Maintenance	26,641	49,750	54,534	4,784
Claims	79,890	548,696	812,337	263,641
Insurance Premiums	107,059	117,765	222,847	105,082
Total Expenses	\$ 411,129	\$ 933,806	\$ 1,322,890	\$ 389,084
Revenues Over/ (Under) Expenditures	1,029,109	398,199	-	(398,199)
Beginning Fund Balance	833,348	1,862,457	2,260,656	398,199
Ending Fund Balance *	\$ 1,862,457	\$ 2,260,656	\$ 2,260,656	\$ -

* Due to negative claims experience, the fund balance became negative. The fund is budgeted revenue over expenditures to gradually increase the fund balance.

Development Corp: Economic Development Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>700 REVENUES:</u>				
Sales Tax	2,815,702	2,567,559	2,852,009	284,450
Grant	-	-	-	-
Sale of Property	560,703	-	-	-
Rent	19,060	20,950	10	(20,940)
Interest	226,798	76,200	9,464	(66,736)
Transfers In	48,470	48,470	-	(48,470)
Total Revenues	\$ 3,670,733	\$ 2,713,179	\$ 2,861,483	\$ 148,304
<u>700 EXPENSES:</u>				
Personnel	394,597	393,964	423,562	29,598
Operations & Maintenance / Assigned Projects	6,958,278	753,611	826,471	72,860
Legal Notices	-	115,547	91,297	(24,250)
Lobbying	2,432	5,500	5,500	-
Capital / Unassigned Projects	30,953	1,444,557	1,514,653	70,096
Total Expenditures	\$ 7,386,260	\$ 2,713,179	\$ 2,861,483	\$ 148,304
Revenues Over/ (Under) Expenditures	(3,715,527)	-	-	-
Unreserved Beginning Fund Balance	14,837,534	11,122,007	11,122,007	-
Unreserved Ending Fund Balance	\$ 11,122,007	\$ 11,122,007	\$ 11,122,007	\$ -

Development Corp: Ballot Fund

Financial Summary

Description	FY20 Actual	FY21 Original Budget	FY22 Proposed Budget	Increase (Decrease) from FY21 Original
<u>711 REVENUES:</u>				
Sales and Use Tax	7,240,378	6,602,295	7,333,738	731,443
Interest	40,879	6,000	24,336	18,336
Total Revenues	\$ 7,281,257	\$ 6,608,295	\$ 7,358,074	\$ 749,779
<u>711 EXPENSES:</u>				
Operations & Maintenance	6,121,123	6,500,054	6,548,133	48,079
Capital	-	108,241	809,941	701,700
Total Expenditures	\$ 6,121,123	\$ 6,608,295	\$ 7,358,074	\$ 749,779
Revenues Over/ (Under) Expenditures	1,160,134	-	-	-
Unreserved Beginning Fund Balance	2,318,729	3,478,863	3,478,863	-
Unreserved Ending Fund Balance	\$ 3,478,863	\$ 3,478,863	\$ 3,478,863	\$ -



City Council

September 9, 2021

Budget Ordinance First Hearing

Tina Dierschke

Budget Ordinance

- o First public hearing and introduction of an ordinance adopting the 2021-22 budget
- o Conduct a separate record vote to ratify the property tax revenue increase

Budget Ordinance

- o Health Insurance
- o Raises
 - o Police: 5%
 - o Fire: 5%
 - o Civilian: ~3% & implementation of loyalty pay
- o 3 Positions for Backflow Prevention

Budget Ordinance

- The budget ordinance includes the following provisions:
 - Authorizes employee classification plan for authorized positions and compensation schedules
 - Provides for the general appropriation of funds
 - Reserves unto the City Council the authority to transfer appropriations budgeted, ratifying transfers of appropriations
 - Provides for lapse of all unencumbered or unobligated funds for the prior fiscal year and for carryover of all appropriations of encumbered, obligated or restricted funds

Budget Ordinance

- Reserves unto the City Council the power, only as permitted by law, to amend or make changes in the budget for municipal purposes
- Provides authority for the city manager to make certain adjustments to the budget for:
 - movement within a fund
 - reduction in revenues and expenditures in a fund
 - changes under \$50,000 cumulative that are necessary for purchases and grants
 - grants, designated and restricted revenues, and their corresponding expenditures

Budget Ordinance

- provides authority for City Council to authorize amendments to the budget for funds over \$50,000 for purchases, grants, or interlocal agreements if the City Council approves the expenditure
- Authorizes the city manager or his designee to apply for, accept and execute certain grants
- Authorizes the city manager to execute certain interlocal agreements that do not require the expenditure of funds
- Provides for filing of the budget.

Budget Ordinance

1. First public hearing and introduction of an ordinance adopting the 2021-22 budget.

Budget Ordinance

2. Conduct a separate vote to:

“Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax on the agenda for the September 21, 2021 regular meeting of the City Council as an action item.”

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info@cosatx.us



ORDINANCE 2020-084

AN ORDINANCE OF THE CITY OF SAN ANGELO APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 INCLUDING AUTHORIZING EMPLOYEE COMPENSATION SCHEDULES; PROVIDING FOR THE GENERAL APPROPRIATION OF FUNDS; RESERVING UNTO THE CITY COUNCIL THE POWER TO AMEND OR MAKE CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; AND PROVIDING AUTHORITY FOR THE CITY MANAGER TO MAKE AUTHORIZED ADJUSTMENTS AND BUDGETARY APPROVALS

WHEREAS, a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, has been proposed and submitted by the City Manager to the City Council as required by law; and,

WHEREAS, the proposed budget has been filed with the City Clerk and has been posted on the website for the City of San Angelo, for inspection by any person for more than fifteen (15) days immediately prior to the public hearing upon said budget and more than thirty (30) days prior to a tax levy for the fiscal year; and,

WHEREAS, proper notice of public hearing upon this budget has been posted and published in accordance with applicable law; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by law; and,

WHEREAS, after a full and final consideration of the financial condition and estimated revenues and proposed expenditures as set forth in the budget as filed and amended, it is the consensus of opinion of the Council that the budget as filed and amended should be approved.

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

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2: The proposed budget as filed with the City Clerk and as amended by the City Council, for the fiscal year October 1, 2021, through September 30, 2022, (hereinafter the "Budget") is hereby approved and adopted. A copy of the Budget, as amended, approved, and adopted, is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

SECTION 3: The Competitive Pay Plan Grade and Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees set forth in the Budget are attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Employee compensation schedules that are in accordance with the Competitive Pay Plan and Grade Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees as set forth are hereby authorized.

SECTION 4: By virtue of the adoption of the Budget, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the course of the 2021-2022 fiscal year, the amounts set forth in the Budget for the purposes therein stated.

SECTION 5: All unencumbered or unobligated funds for the prior fiscal year shall lapse at the end of the prior fiscal year. All appropriations for encumbered, obligated, or restricted funds shall carry over to the subsequent fiscal year and be considered committed in order to complete these transactions.

SECTION 6: The expenditures of the City shall be made in accordance with the financial summaries included within the Budget approved by this ordinance provided, however:

1. The City Council may, as permitted by law, amend this ordinance to authorize changes that increase or decrease the total appropriation of any fund or otherwise make changes in the budget for municipal purposes.
2. The City Manager or his designee is authorized to:
 - a) approve changes that move budgeted amounts between accounts within a fund.
 - b) approve budget amendments that reduce the total amount of budgeted revenues and expenditures in a fund. Under this authorization, the reduction in budgeted expenditures must equal or exceed any reduction in budgeted revenues.
3. The City Manager is authorized to:
 - a) approve changes to the budget under \$50,000 cumulative of all funds that are necessary for purchases and grants.
 - b) accept and budget for grants, designated and restricted revenues, and their corresponding expenditures.
4. Changes to the budget that are necessary for purchases, grants, or interlocal agreements over \$50,000 are hereby authorized by the City Council if the agenda caption of the item clearly states the funding source and the amount of the item. The background memo of the purchase, grant, or interlocal agreement must clearly show all funds impacted by the expenditure. If these requirements are met, the agenda item serves as final approval by City Council for the expenditure and the amendment to the budget.

SECTION 7: Certain grants are identified in the Budget, as listed on **Exhibit "C"**, attached hereto and made a part hereof for all purposes. The City Manager or his designee is hereby authorized to apply for and accept those grants and execute any documents related thereto.

SECTION 8: The City Manager or his designee is hereby authorized to execute any documents necessary for the application for any grants not included in **Exhibit "C"** in which the City expenditure of funds is less than \$50,000.

SECTION 9: The City Manager is authorized to execute any Interlocal Agreement formed under Chapter 791 of the Texas Government Code that does not require the expenditure of City funds.

SECTION 10: The Classification plan for authorized police and fire positions set out in Chapter 2, Article 2.08.002 of the City of San Angelo Code of Ordinances, as amended, is attached hereto as **Exhibit "D"**, and are hereby authorized and made part hereof for all purposes.

SECTION 11: The total number of civilian employees in place as shown on **Exhibit "D"** is hereby authorized. The City Manager or his designee is authorized to adjust compensation and position titles for any non-civil service positions and hire all part-time positions deemed necessary to retain qualified individuals or for the efficient administration of the City.

SECTION 12: The Budget as amended and adopted shall be filed with the City Clerk and posted on the City's website. The budget officer is hereby directed to provide a copy of this budget ordinance and the Budget as amended, approved, and adopted to the County Clerk of Tom Green County for recording after final passage and adoption hereof.

SECTION 13: Should any section, provision, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

INTRODUCED with public hearing on the 9th day of September, 2021, and finally PASSED, this 21st day of September, 2021.

YES

NO

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Tommy Hiebert, SMD #1

Tom Thompson, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Lane Carter, SMD #5

Larry Miller, SMD #6

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT A

Consolidated Financial Schedule Revenue and Expenditures, Fiscal Year Ending September 30, 2022

Fund		Beginning	Operating	Transfers	Amount	Operating	Transfers	Total	Rev Over/	Ending
No.	Fund Name	Balance	Revenues	In	Available	Expenditures	Out	Expenditures	(Under) Exp	Balance
101	General	26,405,541	74,803,624	4,537,870	105,747,035	75,575,936	3,765,558	79,341,494	-	26,405,541
105	General Debt Service	1,667,538	5,270,725	2,766,094	9,704,357	7,886,819	-	7,886,819	150,000	1,817,538
501	Equipment Replacement	1,534,066	105,000	1,501,373	3,140,439	1,606,373	-	1,606,373	-	1,534,066
502	Capital Projects	96,624	-	250,000	346,624	250,000	-	250,000	-	96,624
103	Intergovernmental	1,498,408	2,240,165	485,296	4,223,869	2,725,461	-	2,725,461	-	1,498,408
106	TIRZ	2,786,149	1,144,207	-	3,930,356	925,695	-	925,695	218,512	3,004,661
453	Community Development Block Grant	-	706,269	-	706,269	706,269	-	706,269	-	-
483	HOME Grant	-	375,152	-	375,152	375,152	-	375,152	-	-
601	Designated Revenue	216,857	145,947	-	362,804	145,947	-	145,947	-	216,857
605	Hotel Occupancy Tax	924,229	2,336,364	-	3,260,593	1,177,500	1,108,050	2,285,550	50,814	975,043
640	Lake Nasworthy Trust	1,245,552	828,825	-	2,074,377	50,000	1,823	51,823	777,002	2,022,554
203	Texas Bank Sports Complex	653,894	185,958	773,786	1,613,638	959,744	-	959,744	-	653,894
410	Civic Events	1,560,267	519,598	1,008,050	3,087,915	1,271,588	141,060	1,412,648	115,000	1,675,267
420	Fort Concho	1,202,743	1,094,554	50,000	2,347,297	1,144,554	-	1,144,554	-	1,202,743
440	Fairmount Cemetery	69,275	368,050	93,224	530,549	461,274	-	461,274	-	69,275
201	State Office Building	412,395	1,239,483	-	1,651,878	1,218,856	20,627	1,239,483	-	412,395
220	Airport Operating	592,221	1,512,589	-	2,104,810	1,352,997	159,592	1,512,589	-	592,221
529	Airport PFC	1,006,406	286,964	-	1,293,370	286,964	-	286,964	-	1,006,406
230	Solid Waste	4,836,499	2,075,155	-	6,911,654	1,459,854	615,301	2,075,155	-	4,836,499
240	Stormwater	4,593,810	2,970,047	135,000	7,698,857	2,719,521	385,526	3,105,047	-	4,593,810
260	Water Operating	27,669,259	31,827,170	2,197,954	61,694,383	23,875,528	10,149,596	34,025,124	-	27,669,259
261	Water Debt Service	(1,482,096)	527	9,704,938	8,223,369	9,705,465	-	9,705,465	-	(1,482,096)
512	Water / Supply Capital Projects	11,717,872	4,732,826	200,000	16,650,698	4,932,826	-	4,932,826	-	11,717,872
270	Water Reclamation Operating	18,472,366	15,496,297	-	33,968,663	11,154,597	4,341,700	15,496,297	-	18,472,366
271	Water Reclamation Debt Service	277,166	1,168	2,127,676	2,406,010	2,128,844	-	2,128,844	-	277,166
520	Water Reclamation Capital Projects	17,197,178	1,746,960	-	18,944,138	1,660,585	86,375	1,746,960	-	17,197,178
625	Keep San Angelo Beautiful	19,411	-	65,000	84,411	65,000	-	65,000	-	19,411
700	Development Corp: Economic	11,122,007	2,861,483	-	13,983,490	2,861,483	-	2,861,483	-	11,122,007
711	Development Corp: Ballot	3,478,863	7,358,074	-	10,836,937	7,358,074	-	7,358,074	-	3,478,863
Operating Totals		\$139,774,500	\$162,233,181	\$25,896,261	\$327,903,942	\$166,042,906	\$20,775,208	\$186,818,114	\$1,311,328	\$141,085,828
301	Vehicle Maintenance	968,375	5,098,342	-	6,066,717	5,098,342	-	5,098,342	-	968,375
305	Communications	175,609	957,801	-	1,133,410	957,801	-	957,801	-	175,609
310	Health Insurance	1,235,551	10,360,606	-	11,596,157	10,360,606	-	10,360,606	-	1,235,551
320	Property/Casualty	1,253,712	1,076,189	-	2,329,901	1,076,189	-	1,076,189	-	1,253,712
330	Workers' Compensation	2,260,656	1,322,890	-	3,583,546	1,322,890	-	1,322,890	-	2,260,656
Total Internal Service Funds		\$5,893,903	\$18,815,828	\$-	\$24,709,731	\$18,815,828	\$-	\$18,815,828	\$-	\$5,893,903

EXHIBIT B

Fire Department Effective 10-1-21

Civil Service Pay Plan

<u>Grade</u>	<u>Position</u>	<u>Annually</u>
GR 32F	Assistant Chief	\$ 104,874
GR 31F	Battalion Chief	\$ 91,617
GR 30F	Fire Captain	\$ 79,668
GR 29F	Fire Lieutenant	\$ 69,276
GR 28F	Fire Driver	\$ 60,240
GR 27F	Firefighter	\$ 52,722
GR 26F	Probationary Firefighter	\$ 41,301
GR 24F	Fire Recruit	\$ 41,036

Additional Pay

Paramedic	\$150/month
Intermediate Certification	\$100/month
ARFF Certification	\$75/month
EMS Coordinator	\$75/month
EMS Basic	\$75/month
EMS Compliance	\$1,250/month
Fire Compliance	\$1,250/month
Training Center Assignment	\$200-350/month
Incentive/College Training	up to \$150/month
Incentive Degree Pay	\$25/month
Longevity Per Year of Service (No Max)	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

Police Department
Effective 10-1-21

Civil Service Pay Plan

			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
P26	Entry PO	\$48,731						
P27	Police Officer		\$51,944	\$54,086	\$56,228	\$58,370	\$60,512	\$66,938
P29	Sergeant		\$73,364	\$75,506				
P30	Lieutenant		\$84,074	\$88,893				
	Assistant							
P32	Chief	\$111,837						

Additional Pay

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
Incentive/College Training	up to \$400/month
Longevity Per Year of Service (No Max)	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

**Non-Civil Service
Effective 10-1-21**

Pay Plan

<u>Grade</u>		<u>Min</u>		<u>Mid</u>		<u>Max</u>
50	\$	158,505	\$	197,972	\$	237,438
45	\$	124,302	\$	155,224	\$	186,146
44	\$	118,382	\$	147,832	\$	177,282
41	\$	102,435	\$	127,875	\$	153,314
40	\$	97,557	\$	121,785	\$	146,013
38	\$	88,487	\$	110,463	\$	132,438
36	\$	80,382	\$	100,338	\$	120,294
35	\$	76,490	\$	95,473	\$	114,457
34	\$	72,874	\$	90,954	\$	109,033
33	\$	69,448	\$	86,671	\$	103,895
32	\$	66,150	\$	82,549	\$	98,947
31	\$	63,054	\$	78,673	\$	94,291
30	\$	60,052	\$	74,926	\$	89,800
29	\$	57,219	\$	71,385	\$	85,551
28	\$	54,770	\$	68,327	\$	81,884
27	\$	54,138	\$	67,674	\$	81,209
26	\$	51,677	\$	64,598	\$	77,517
25	\$	49,216	\$	61,521	\$	73,826
24	\$	46,873	\$	58,591	\$	70,309
23	\$	44,641	\$	55,802	\$	66,962
22	\$	42,516	\$	53,144	\$	63,771
21	\$	40,490	\$	50,612	\$	60,734
20	\$	37,439	\$	46,799	\$	56,160
19	\$	36,761	\$	45,926	\$	55,091
18	\$	35,656	\$	44,571	\$	53,486
17	\$	32,665	\$	40,831	\$	48,996
16	\$	32,229	\$	40,287	\$	48,344
15	\$	31,122	\$	38,901	\$	46,681
14	\$	30,801	\$	38,502	\$	46,202
13	\$	28,412	\$	35,514	\$	42,616
12	\$	27,145	\$	33,931	\$	40,716
11	\$	22,627	\$	28,284	\$	33,941

Non-Civil Service Public Safety

<u>Grade</u>		<u>Min</u>		<u>Max</u>
GR 30M	\$	78,064	\$	87,759
GR 29M	\$	68,075	\$	77,281
GR 27M	\$	48,439	\$	66,100

Non-Civil Service Additional Pay

Engineer I.T. I	5%
Engineer I.T. II	5%
Engineer Certification	5%
Fleet Mechanic Tool Allowance	\$80/month
WU/WR Class D License	5%
WU/WR Class C License	5%
WU/WR Class B License	5%
WU/WR Class A License	5%
WU/WR Operator A/B Differential	5%
Water Utility Field Pay	10%
WU/WR Experienced 3 yrs + 2 Licenses	2%
WU/WR Skilled 8 yrs + 4 Licenses	2%
WU/WR Senior 13 yrs + 6 Licenses	2%
Bilingual Certified	\$100/month
NCS Loyalty Per Year of Service (20 yrs Max)	\$25/month

EXHIBIT C

City Council authorizes application for and acceptance of the following grants:

1115 Healthcare Transformation Waiver
Atmos Energy Grant
Assistance to Fire Fighters Grant
Bureau of Justice Assistance Edward Byrne Memorial Local Justice Assistance Grant
Community Development Block Grant
Community Oriented Policing Services Grant
Emergency Food and Shelter Program Grant
Emergency Management Performance Grant
Environmental Health Service and Bureau of Regional Local Health Operations Grant
Federal Aviation Administration Grants - Entitlements and Discretionary
Gang Initiative Grant
HOME Grant
Office of the Justice Programs Grants
Office of the Governor Criminal Justice Division Body-Worn Camera Program
Hazards Grant
Staffing for Adequate Fire & Emergency Response Grant
State and Federal Hazard Mitigation Grants
State and Federal Homeland Security Grants Programs
San Angelo Cultural Affairs Council Grant
State Events Trust Fund Grant
Texas Department of State Health Services Healthy Communities Grant
Texas Department of Transportation Routine Airport Maintenance Program
Texas Department of Transportation Grants
Title III C-1 Congregate Nutrition Services
Transit and Transportation Planning Grants - Federal and State
Women, Infant, and Children Grant

EXHIBIT D

Classification plan for authorized positions:

Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	20
Fire Engineer (or Driver)	50
Fire Fighter	90
Fire Department – Civil Service Subtotal	179
Police Chief	1
Assistant Chief	2
Police Lieutenant	7
Police Sergeant	28
Police Officer	142
Police Department – Civil Service Subtotal	180
Civilians	616
Total Staffing Levels	975

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: September 9, 2021

Item type: Regular Item

Caption:

Introduction of an ordinance levying property taxes for the City of San Angelo for the 2021 tax year: Public hearing and first reading of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2021-2022 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

Summary/History:

This item is the first public hearing and introduction of the ordinance to levy property taxes for the tax year 2021. The ordinance sets the total tax rate of 0.7700 per \$100 valuation and establishes taxes are delinquent on February 1, 2022. No changes are proposed to the existing exemptions, including the continuation of the 20% homestead exemption available to property owners on their primary residence.

The overall tax rate is proposed to decrease from the prior year's tax rate by 0.006 per \$100 valuation. The proposed tax rate will be applied as follows:

- For the purposes of maintenance and operations in the General Fund: 0.6764
- To pay annual interest and maturities and create debt service funding to discharge outstanding bonded indebtedness of the City of San Angelo: 0.0936
- The total tax rate for the aforementioned purposes is: 0.7700

This year's proposed tax rate does exceed the lower of the effective tax rate or the rollback tax rate. The associated additional notices and actions are required for this ordinance.

Financial Impact:

The proposed tax rate will generate property tax revenue as follows for the General Fund, the Debt Service Fund, and TIRZ, providing a 98% collection rate.

General Fund: \$36,562,353

Debt Service Fund: \$5,059,486

TIRZ (North & South): \$1,142,393

Total Property Tax Revenue: \$42,764,232

Other Information/Recommendation:

None at this time.

Attachments:

1. 2021 09-09 Property Tax Levy Ordinance
2. 2021 09-09 Tax Levy Hearing

2021 09-09 Tax Levy Ordinance.docx
2021 09-09 Tax Levy Hearing Presentation.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE FIXING AND LEVYING AD VALOREM TAXES FOR THE CURRENT TAX YEAR FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN ANGELO, TEXAS, FOR THE 2021-2022 BUDGET YEAR; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING WHEN THE TAX SHALL BECOME DUE; PROVIDING WHEN THE TAX SHALL BECOME DELINQUENT; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION ON THE CITY-OPERATED WEBSITE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of San Angelo provides that the City Council at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year; and,

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of San Angelo, Texas, adopt a tax rate for the next fiscal year by September 30, 2021; and,

WHEREAS, the City Council finds that all public notices have been given and published as required by law for fixing and levying the ad valorem taxes; and,

WHEREAS, the City Council further finds that the taxes for the fiscal year beginning October 1, 2021, and ending September 30, 2022, hereinafter levied therefore are necessary to pay interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City; and,

WHEREAS, the City Council further finds that the tax for the fiscal year beginning October 1, 2021, and ending September 30, 2022, hereinafter levied for purposes of maintenance and operations must be levied to provide for the revenue requirements of the budget for the ensuing fiscal year:

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

Section One: The following taxes be and are hereby levied for the fiscal year 2020-2021, upon each One Hundred Dollar (\$100) valuation of property subject to taxation in the City of San Angelo for said year:

To pay annual interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City of San Angelo	\$0.0936
For the purposes of maintenance and operations in the General Fund	<u>\$0.6764</u>

The total tax rate for the aforementioned purposes is: \$0.7700

Section Two. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 0.92 percent and will raise more taxes for maintenance and operations on a \$100,000 home by approximately \$27.74.

Section Three: The taxes levied herein shall be assessed and proper record made thereof, as required by law by the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office and said officers shall collect such taxes and remit the same required by law and this ordinance.

Section Four: All taxes levied and due under this ordinance, plus penalties and interest thereon, shall become a lien upon the property against which the tax is assessed, as provided by City Charter and State law, and the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office, or their designee, are hereby authorized and empowered to enforce the collection of such taxes, penalties and interest according to the Constitution and laws of the State of Texas and the Charter and Ordinances of the City of San Angelo. Penalties and interest collected shall be paid to and credited to the General Fund of the City of San Angelo.

Section Five: Taxes levied under this ordinance shall be due on October 1, 2021, and if not paid as provided by law, shall immediately become delinquent on February 1, 2022.

Section Six: The City hereby affirms the adoption of the following exemptions from taxation of real property:

An individual may claim an exemption from taxation equal to twenty percent (20%) of the appraised value of his/her residence homestead, but not less than five thousand dollars (\$5,000) or the value of the homestead if said value is less than \$5,000.

Section Seven: Should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions or sections of this ordinance, which provisions shall be, remain and continue in full force and effect.

Section Eight: The City Manager or his designee shall cause a copy of this Ordinance, in its entirety, as passed, to be published on the website operated by the City of San Angelo

Section Nine: This ordinance shall become effective on the date Approved and Adopted.

INTRODUCED on the 9th day of September 2021, and APPROVED and ADOPTED on this the 21st day of September 2021.

YES

NO

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Tommy Hiebert, SMD #1

Tom Thompson, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Lane Carter, SMD #5

Larry Miller, SMD #6

ATTEST:

Julia Antilley, City Clerk

Approved as to Content

Approved as to Form

Tina Dierschke, Finance Director

Theresa James, City Attorney



City Council

September 21, 2021

Tax Levy Adoption

Tina Dierschke

Property tax levy

- Second public hearing and introduction of an ordinance levying property taxes for the 2021 tax year
- Proposed rate is 0.770 / \$100 valuation

Property tax levy

Proposed property tax rate

Maintenance & operations	0.6764
Debt service	0.0936
Total proposed property tax rate	0.7700

Property tax levy

"I move that the property tax rate be increased by the adoption of a tax rate of 0.7700 per \$100 valuation which is effectively a 1.51% percent increase in the tax rate."

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: September 9, 2021

Item type: Regular Item

Caption:

First reading of an ordinance amending the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for reimbursed expenses, grants, and capital (Presentation made by Finance Director Tina Dierschke)

Summary/History:

This proposed amendment contains the following item (additional information attached):

- Health Insurance Stop Loss Reimbursement
- Phone System
- Airport Grant 42
- Airport Grant 44
- Airport Grant 45

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------|-------------------------------------|
| 1. | BA Memo - ALL | BA Memo - ALL.pdf |
| 2. | Ordinance | Ordinance.docx |
| 3. | 9.9.21 Presentation | 9.9.21 Presentation - BA Memos.pptx |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

Memo

To: Tina Dierschke, Finance Director
From: Bucky Hasty, Director of Information Technology
Date: 08/23/21
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

The City of San Angelo will be purchasing a new phone system this fiscal year.

Source of Funding:

Utilizing departmental savings to fund this one time expense in FY21.

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Fund Contributions		92,826	92,826
			0
Expense:			0
Phone System		92,826	92,826
			0

Additional Comments:

GF supported \$77,243.13, remaining \$15,583 distributed to multiple departmental account funds.

Memo

To: Tina Dierschke, Finance Director

From: Bryan Kendrick, HR / Risk Management Director

Date: 08/24/21

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

High Claimants - Reimbursed by Stop Loss Coverage

Source of Funding:

Stop Loss Reimbursement

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Reimbursed Revenue	370,000	550,000	920,000
			0
Expense:			0
Claims Liability	7,425,000	550,000	7,975,000
			0

Additional Comments:

A stop-loss reimbursement check was already deposited in the amount of \$813,546.56, other reimbursements as of 7/22/21 totaled \$94,453.24. We are currently pacing to hit over \$1,000,000 in reimbursement revenue, mainly due to stop-loss on high claimants.

Memo

To: Tina Dierschke, Finance Director

From: Jeremy Valgardson, Airport Director

Date: 08/23/21

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Grant 42 - Coronavirus Response and Relief Supplemental Act (CRRSAA)
Grant increased by \$96.00.

Source of Funding:

100% Funded by FAA

Funding previously approved? If so, by City Manager or City Council and when?

Yes, by City Manager on 3/15/2021

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
FAA Revenue	1,022,554	96	1,022,650
Project Expenses	1,022,554	96	1,022,650
			0
			0
			0
			0

Additional Comments:

FAA calculated a reallocation of CRRSA Act funds after eligible airports declined or failed to claim their funds as a result our grant was increased \$96.00

Memo

To: Tina Dierschke, Finance Director
From: Jeremy Valgardson, Airport Director
Date: 08/16/21
Re: Budget Amendment Request

Purpose of Budget Amendment Request:
Grant 44 - Terminal Apron Rehabilitation

Source of Funding:
100% Funded by FAA

Funding previously approved? If so, by City Manager or City Council and when?
Yes, by City Manager on 8/23/2021

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
FAA Revenue	0	1,112,701	1,112,701
Project Expenses	0	1,112,701	1,112,701
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Jeremy Valgardson, Airport Director

Date: 08/11/21

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Grant 45 - Airport Rescue Grant (ARPA)

Source of Funding:

100% Funded by FAA

Funding previously approved? If so, by City Manager or City Council and when?

Yes, by City Manager on 7/26/2021

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
FAA Revenue	0	1,327,214	1,327,214
Project Expenses	0	1,327,214	1,327,214
			0
			0
			0
			0

Additional Comments:

ORDINANCE 2020-121

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, FOR REIMBURSED EXPENSES, GRANTS, AND CAPITAL.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2020-2021 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 9th day of September 2021, and finally PASSED on this 21st day of September 2021.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
Communications	\$92,826	\$92,826	-
Health Insurance	\$550,000	\$550,000	-
FAA Projects	\$2,440,011	\$2,440,011	-
	\$3,082,837	\$3,082,837	-

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
New Phone System	Fund contributions utilizing departmental savings	\$92,826	\$92,826	-
High Claimants - Stop Loss Reimbursement	Stop Loss Reimbursement	\$550,000	\$550,000	-
Grant 42 – Coronavirus Response & Relief Supplemental Act	Federal Aviation Administration Grant	\$96	\$96	-
Grant 44 - Terminal Apron Rehabilitation	Federal Aviation Administration Grant	\$1,112,701	\$1,112,701	-
Grant 45 - Airport Rescue Grant	Federal Aviation Administration Grant	\$1,327,214	\$1,327,214	-
		\$3,082,837	\$3,082,837	-



City Council

September 9, 2021

Budget Amendments

Tina Dierschke

Budget amendment

Communications Fund	Revenue	Expense
Fund Contributions	92,826	
Phone System		92,826

Budget amendment

Health Insurance Fund	Revenue	Expense
Stop Loss Reimbursement	550,000	
Health Insurance Claims		550,000

Budget amendment

FAA Projects Fund	Revenue	Expense
FAA Grant Revenue	96	
Grant 42 – Coronavirus Response & Relief Supplemental Act		96

Budget amendment

FAA Projects Fund	Revenue	Expense
FAA Grant Revenue	1,112,701	
Grant 44 – Terminal Apron Rehabilitation		1,112,701

Budget amendment

FAA Projects Fund	Revenue	Expense
FAA Grant Revenue	1,327,214	
Grant 45 – Airport Rescue Grant		1,327,214

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info@cosatx.us





APPLICATION FOR BOARDS and COMMISSIONS

Name: Trinidad Aguirre Jr.
Addr [REDACTED]
City: San Angelo (unless otherwise noted) Zip: 76904
Phone (Home): [REDACTED] (Office): _____
Resident of San Angelo since: 1960 SMD: 1
Are you a registered voter of San Angelo? Yes: X No: _____
Occupation / Business Affiliation: Real Estate, Retail, Business Development
Occupation / Business Address: [REDACTED]
Position: President
Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Trinidad Aguirre 8/25/2021
Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76902-1751

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Apppls*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☒ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria*? Yes No If so, which criteria: Business owner
(see back page for board criteria)

Education and/or Professional Licenses: BBA - Computer Science - ASU, MBA - Telecommunications - University of Dallas
USN - Spanish Translator

Current Municipal and Civic Organization Memberships (Positions & Dates): None

Previous Municipal Experience (Positions, Dates, Where): Chamber of Commerce - Exective Board (2017-19)
President Lake Nasworthy Board, President Villa Nogages HOA (all in San Angelo)

What personal qualifications can you bring to this board? Business owner, Fortune 500 president, fluent in Spanish, Understanding of Business Growth

What is your personal vision for the City? Business oriented, Diversity in leadership and ownership, growth

Why do you want to serve on this board? Provide expertise, leadership and support to Board

Anything else you would like for us to know? Understanding of hardships and opportunities for new companies.
Understanding of Marketing, Sales, Operations, and Finance in both Corporate and entrepreneurial companies.

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Appointed by: _____ CiCo Appt/Reappt Date: _____ Term Dates: To _____ From _____

BOARD / COMMISSION MEMBERSHIP CRITERIA

Airport Advisory Board: City resident

Animal Shelter Advisory Committee: At least: (1) 1 licensed veterinarian; (2) 1 own, operate or employed by production, sale, distribution or care of animals or livestock business; (3) 2 members nonprofit animal interest group or groups whose membership is comprised primarily of citizens of the City of San Angelo and whose primary interest is the health and welfare of animals; and, (4) the Director of Health and Director of Animal Services permanent members; and, (5) the remaining three members of the board shall be residents of the City of San Angelo and need not have any other affiliation, membership or association.

Civic Events Board: Age 21 and City resident

Civil Service Commission: City Manager appointed, City Council confirmed. Age 25 and City resident

Construction Board of Adj & Appeals: One architect/engineer, one commercial building contractor, one residential building contractor, one electrical contractor, one plumber, one mechanical contractor, one realtor/real estate inspector/real estate appraiser (member at large from the building industry), one homeowner (member at large from the public), and one commercial business owner.

Design & Historic Review Commission: At least: 2 licensed or otherwise recognized as professional in architecture, landscape architecture, design, engineering, surveying, or related profession; 1 historian or a member of a local historic preservation group; 1 real property owner within the River Corridor; 1 real property owner designated or recognized as a community landmark, or within a designated historic district; 2 Board of Directors of Downtown San Angelo, Inc.

Development Corporation: (1) Be appointed by a majority vote of the City Council; (2) Serve a two year term of office; (3) City residents. (c) No person shall be appointed as a director who is an employee, officer or member of the City Council, of the City of San Angelo, or a member of any board or commission of the City of San Angelo.

Downtown Development Commission: Stakeholders or have an active interest in the Downtown Development Commission. 1 San Angelo Health Foundation board member; and a qualified voter of the City. No commercial or non-profit organization shall have more than one representative on the Downtown Development Commission.

Fairmount Cemetery Board: Self-perpetuating

Ft Concho Museum Board: City resident.

Park & Recreation Advisory Board: 18 years of age or older and City resident. Appointments based on nominee's educational and professional qualifications and general knowledge of, interest in, and experience relevant to youth or adult sports, senior activities, recreation activities, other organized social activities, parks, nature or conservation

Park Commission: Self-perpetuating. City Council confirms nominations submitted by existing 2 members. City resident.

Planning Commission: Of different businesses, professions or occupations. City resident. No more than three (3) members of the commission shall be in the same, similar or related business, profession or occupation.

Public Art Commission: 1 who is a teacher or professor of art. 1 who is a member of the San Angelo Cultural Affairs Council or the San Angelo Museum of Fine Arts; 1 who is an artist; 1 who is a landscape architect, architect, engineer, or other type of design professional; and 1 ex officio non-voting member who represents the Parks Department or Park commission as designated by the city council or by the city manager.

Public Housing Board: Appointed by the mayor; all members shall be representative of the general public, City resident and qualified voters of the city. Two members shall be a tenant of a public housing project over which the authority has jurisdiction.

Tax Increment Reinvestment Zone: All members shall be: A qualified voter of the City of San Angelo, or at least 18 years of age and own real property in the zone, whether or not the individual resides in the municipality. #1 five (5) shall be appointed by the City Council from those who own property within the zone of which four (4) shall reside within Single Member Districts (SMD) 2, 3, 4, and 5 respectively; #2 one (1) shall be appointed by the Tom Green County Commissioners from those who own property within the zone; #3 three (3) shall be appointed by the City Council from those who own businesses within the zone; #4 two (2) shall be appointed by the Tom Green County Commissioners from those who own businesses within the zone; #5 one (1) member shall be appointed by Tom Green County; #6 one (1) member shall be appointed by Goodfellow Air Force Base; #7 one (1) member shall be appointed by Angelo State University; and #8 one (1) member shall be appointed by San Angelo Independent School District.

Water Advisory Board: 1 who is an engineer, a hydrologist, a meteorologist or a water well driller; 1 who is in the industry of banking, accounting or financial services industry. with a specialization in agricultural lending or water financing; 1 who is in agriculture or rural water issues; and 1 who is either an attorney, a former municipal, water district or other governmental officer, a legislator or other a person who has experience in legal issues related to water; 1 appointee by the City of San Angelo Development Corporation Board who shall be an individual who is either a member of the City of San Angelo Development Corporation Board or a City employee who performs staff services by contract for the City of San Angelo Development Corporation; 1 appointee by the Tom Green County Commissioners Court who shall be an individual who is a member of the commissioners court, including the county judge; and 1 appointee by the Upper Colorado River Authority as director of operations.

Zoning Board of Adjustment: None.