



## City Council Agenda 6/7/2022

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held June 7, 2022 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
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 May 17, 2022 City Council regular meeting minutes (Julia Antilley)
- b. Consider a resolution accepting Lot 2, South Jackson's Red Arroyo Crossing Subdivision, from Goree-Brooks Investments, LLC for use by the Public Works Department, Stormwater Division and authorizing payment of closing costs associated with the conveyance not to exceed \$4,000 (Patrick Frerich, Manda Salladay)
- c. Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and Guerra Electrical LLC d/b/a A&M Electric and authorizing the Board President or their designee to execute all necessary documents (Nora Nevarez)
- d. Consider awarding FS-04-22 Fuel Purchases in an annual amount of \$4,000,000 to multiple vendors and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- e. Consider approving a Task Order with Enprotec Hibbs and Todd, Inc under RFQ ES-06-19, for professional services in the amount of \$120,000, budgeted for purchase in fiscal year 2022, for the Concho River sampling and modeling, and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)
- f. Consider authorizing the City Manager to reject the bid received for WU-09-22 REBID Pump Station Covers (Allison Strube)
- g. Consider approving Change Order #9 to ES-03-20 Chadbourne Street Improvements Project - Phase A to Ti-Zack Concrete, Inc. decreasing the total contract amount by \$76,919.89 bringing the new contract total to \$7,512,051.86 and authorizing the City Manager to negotiate and execute all related documents pending TXDOT concurrence (Shane Kelton)
- h. Consider awarding PUR-01-22 (Rebid) Work Uniforms and Apparel to Unifirst Corp. and authorizing the City Manager to negotiate and execute all related documents (Jeff Tomlinson)

- i. Consider awarding Task Order #5 under ES-06-19 Professional Services RFQ to Kimley Horn and Associates, Inc. for the amount of \$2,110,500, for engineering design services of Christoval Rd. from Paint Rock Rd. to S. Chadbourne St. and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- j. Consider a resolution authorizing the City Manager to submit a proposal and application for a Defense Community Infrastructure Pilot Program Grant for projects along Christoval Rd. with a local match not to exceed \$6,500,000 and negotiate and execute all related documents (Patrick Frerich)
- k. Second reading of an amendment to Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance," creating a new Section 205 "Site Plan Review," which codifies the site plan review process to ensure compliance with recent changes in state law (Jon James)
- l. Second reading of ordinances on the following cases for property being 0.322 acres located at 3202 and 3206 Abilene St.:
  - 1. CP22-03, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Neighborhood Center to Residential
  - 2. Z22-09, a request for approval of a rezoning from the General Commercial to the Single-Family Residential zoning district (Jon James)

## **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 guidance regarding a proposal by BASIC IDIQ of San Angelo for \$85,284.66 to replace and repair columns and make other minor repairs on 14 officers' quarters and other buildings at Fort Concho and authorizing the City Manager to create, negotiate, and execute an agreement (Presentation made by Fort Concho Manager Bob Bluthardt)
- b. Consider approving a Memorandum of Understanding between the San Angelo Area Foundation and the City of San Angelo to facilitate the construction of restroom facilities at Dr. Martin Luther King, Jr. Memorial Park and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White)
- c. First reading and public hearing of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 37.98 acre tract, being 36.60 acres and a 1.38 acre access easement, in the M. Mayer Survey No. 169, Abstract No. 1647, and part of Block 9, Upton and Collins Subdivision, Tom Green County, Texas, located southeast of Country Club Rd. and S. Ratliff Rd. (Presentation made by Planning & Development Services Director Jon James)
- d. First reading and public hearing of ordinances for the following cases for property being 37.98 acres located at the southeast corner of Country Club Rd. and S. Ratliff Rd.:
  - 1. CP22-04, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Rural to Neighborhood and Commercial; and,
  - 2. Z22-10, a request for approval to zone property to the Single-Family Residential and General Commercial zoning districts (Presentation made by Planning & Development Services Director Jon James)

- e. First reading and public hearing of an ordinance authorizing the issuance and sale of City of San Angelo, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2022; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the sale of the Certificates, the terms of the Certificates and the offering documents for the Certificates; establishing certain parameters for the approval of such matters by the pricing officer; approving the use of a Paying Agent/Registrar Agreement; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; providing an effective date; and enacting other provisions relating to the subject (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:

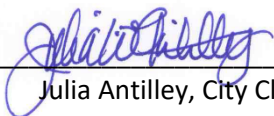
## **8. Follow Up and Administrative Issues**

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
  - Fort Concho Museum Board:** Sarah Clemens (SMD5) to a first term ending January 2024
  - Keep San Angelo Beautiful Board:** Ellen Groth (SMD6) to a first term ending September 2023
  - Parks and Recreation Advisory Board:** Dee Jay Wilde (SMD5) to a first term ending December 2023
  - Zoning Board of Adjustment:** Lyndon Roberts-Galindo (SMD5) to a first term ending January 2024
- 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 1st day of June 2022, at 5:32 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.

City of San Angelo, Texas  
Regular City Council Meeting  
Tuesday, May 17, 2022

---

Present:

Mayor Brenda Gunter  
Council Member Tommy Hiebert, SMD 1  
Mayor Pro tem Tom Thompson, SMD 2  
Council Member Harry Thomas, SMD 3  
Council Member Lucy Gonzalez, SMD 4  
Council Member Karen Hesse Smith, SMD 5  
Council Member Larry Miller, SMD 6 (virtually via Zoom)

**1. Call to Order**

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, May 17, 2022, at 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 Lorenzo Hatch.

**3. Proclamations/Recognitions**

May 2022 was proclaimed as Older Americans Month.

May 2022 was proclaimed as Mental Health Awareness Month.

May 16 to June 16, 2022 was proclaimed as the San Angelo Area Foundation Building a Legacy of Philanthropy Month.

**4. Public Comment**

Citizen Bryan Angle (SMD5) spoke regarding airport conditions, specifically the tarmac and asphalt on the city's property surrounding the privately owned hangars at Mathis Field and possible damage to the T-Hangars from recent storms.

**5. Consent Agenda**

- a. Approval of the May 3, 2022 City Council regular meeting minutes (Julia Antilley)
- b. Authorization of the Assistant City Manager to negotiate and execute an amended contract and all related documents with the Railway Museum of San Angelo in order to allow the City to participate in funding strategies for capital improvements to the property (Michael Dane)
- c. Award of Task Order #6 under ES-06-19 Professional Services RFQ to Freese & Nichols, Inc. in the amount of \$162,175, for engineering services supporting the Texas Department of Parks and Wildlife Boating Access Grant for three boat ramp locations on Lake Nasworthy (Knickerbocker Rd., Beaty Rd., and S. Concho Dr.) for developing design and environmental documents, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Adoption of a resolution allowing the Fire Department to accept a donation of various workout equipment with an estimated value of \$2,000 from Academy Sports & Outdoors (Cory Sanders)  
**(Pg. 146, 2022-037)**



- e. Second reading and adoption of an ordinance amending the budget for fiscal year October 1, 2021 and ending September 30, 2022 for a one-time transfer of \$480,000 from the Worker's Compensation Fund to the Property Casualty Fund (Charles Hagen) (Pg. 147, 2022-038)
- f. Second reading and adoption of an ordinance readopting Chapter 8 "Offenses and Nuisances," Article 8.07 "Minors," Division 2 "Curfew" of the Code of Ordinances of the City of San Angelo (Tracy Fincher) (Pg. 150, 2022-039)
- g. Second reading and adoption of an ordinance amending Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees, and Commissions," regarding:
  - 1. Section 2.07.001 "Organization and Procedure" clarifying the Conflict of Interest provision
  - 2. Section 2.07.061 "Creation; members" clarifying the recent change to dividing the River Corridor into three areas (Julia Antilley) (Pg. 154, 2022-040)

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda, with the exception of item 5b. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve item 5b as presented by Mayor Gunter. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

#### **6. Regular Agenda**

- a. Approval of an agreement under BuyBoard Contract #635-21 with Insituform Technologies, LLC for the A&M Waterline Pipe Bursting Project in the amount of \$4,787,318.50 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Water Utilities Assistant Director Andy Vecellio)

Citizen Bryan Angle (SMD5) spoke in support of the project methodology and cited an example of a successful project in Santa Fe, New Mexico.

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.

- b. First reading and public hearing of an amendment to Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance," creating a new Section 205 "Site Plan Review," which codifies the site plan review process to ensure compliance with recent changes in state law (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- c. First reading and public hearing of ordinances on the following cases for property being 0.322 acres located at 3202 and 3206 Abilene St.:
  - 1. CP22-03, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Neighborhood Center to Residential
  - 2. Z22-09, a request for approval of a rezoning from the General Commercial to the Single-Family Residential zoning district (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thompson made a motion, seconded by Council Member Hesse Smith, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

**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 take on this Item.

- b. Approval of various Board nominations:

**Concho River Watermaster Advisory Committee:** Council Members Tom Thompson and Tommy Hiebert, Mayor Brenda Gunter, Daniel Valenzuela (City Manager), Allison Strube (Water Utilities Director), and Scott McWilliams (Upper Colorado River Authority) all to terms ending August 2024

**Construction Board of Adjustments and Appeals:** Laura Beth Calvert (Mayor) to a first term ending February 2024

**Design & Historic Review Commission:** Stacie Elkins (SMD3) to an unexpired term ending September 2022

**Economic Development Corporation:** Farrah Gomez (SMD6) to an unexpired term ending February 2023

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- c. Announcements and consideration of Future Agenda Items:

No Action Taken on this Item.

**9. Adjournment**

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

There being no further business, the meeting adjourned at 9:14 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.)

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Manda Salladay, Real Estate, Real Estate, 325-657-4407

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider a resolution accepting Lot 2, South Jackson's Red Arroyo Crossing Subdivision, from Goree-Brooks Investments, LLC for use by the Public Works Department, Stormwater Division and authorizing payment of closing costs associated with the conveyance not to exceed \$4,000 (Patrick Frerich, Manda Salladay)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Goree-Brooks Investments, LLC desires to donate to the City of San Angelo Lot 2, South Jackson Red Arroyo Crossing Subdivision, to be added to the City's storm drainage system. The property is unimproved and located on South Jackson Street.

## **Funding Source(s):**

## **Financial Impact:**

240-5800-439-0340 for an amount not to exceed \$4,000 for closing costs associated with the conveyance of the donated property

## **Other Information/Recommendation:**

The Stormwater Division of the City of San Angelo requests that City Council accept conveyance of Lot 2, South Jackson Red Arroyo Crossing Subdivision, from Goree-Brooks Investments, LLC by warranty deed and authorize payment of costs associated with the conveyance not to exceed \$4,000.

## **Attachments:**

- |    |                                                   |                                                       |
|----|---------------------------------------------------|-------------------------------------------------------|
| 1. | S JACKSON Arroyo Crossing Plat                    | S JACKSON Arroyo Crossing Plat.pdf                    |
| 2. | S JACKSON Arroyo Crossing with Buildings and topo | S JACKSON Arroyo Crossing with Buildings and topo.pdf |
| 3. | Google Aerial                                     | Google Aerial.jpg                                     |
| 4. | Donation Agreement                                | Donation Agreement.pdf                                |
| 5. | Gift Resolution Donation                          | Gift Resolution Donation.DOCX                         |

## **Presentation:**

Manda Salladay

**Approvals/Reviews:**

Manda Salladay  
Manda Salladay  
Patrick Frerich  
Shane Kelton  
Tina Dierschke  
Brandon Dyson  
Julia Antilley

Created/Initiated  
Approved  
Approved  
Approved  
Approved  
Approved  
Final Approval

H. HORNBURG  
SURVEY No. 175  
ABSTRACT No. 350

UNLIMITED AIR, LLC.  
3.456 ACRES  
INST. NO. 599639  
O.P.R. T.G.C. TX

LOT 1  
0.462 ACRES

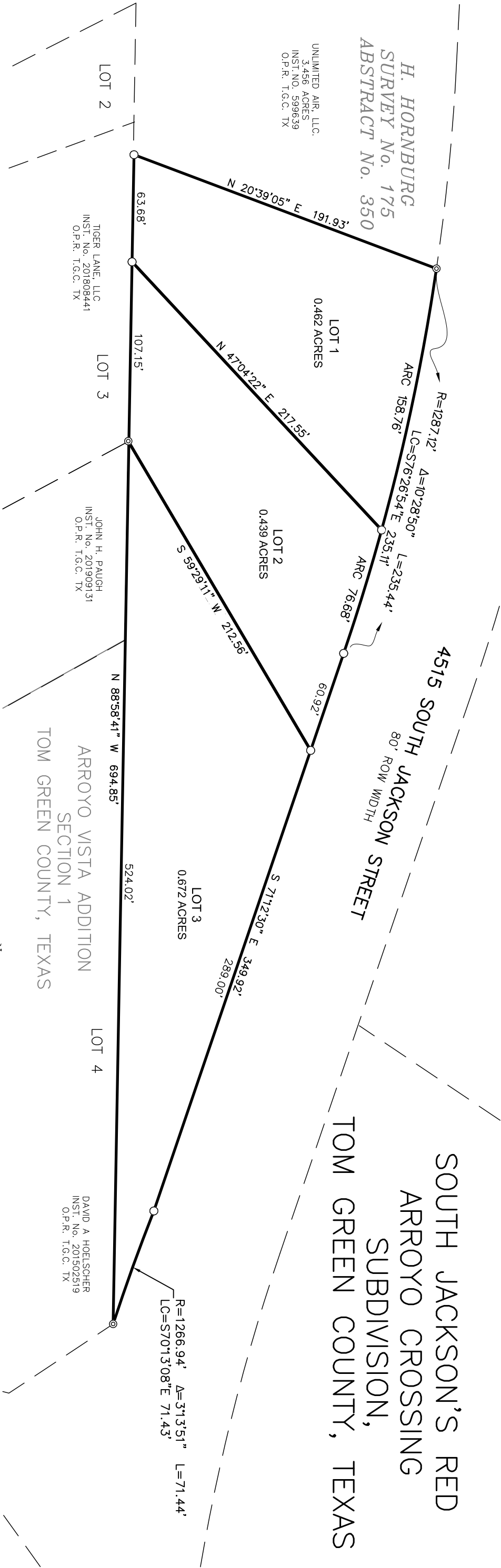
LOT 2  
0.439 ACRES

LOT 3  
0.672 ACRES

TIGER LANE, LLC  
INST. No. 201808441  
O.P.R. T.G.C. TX

JOHN H. PAUGH  
INST. No. 201909131  
O.P.R. T.G.C. TX

DAVID A HOELSCHER  
INST. No. 201502519  
O.P.R. T.G.C. TX

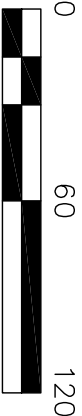


LEGEND

- ◎ FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- - - - EASEMENT / SETBACK LINE



SCALE: 1"=60'



CITY PLANNING COMMISSION  
Approved for recording this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

City Planning Commission of San Angelo, Texas.

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

COUNTY CLERK

Approved for recording this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
County Clerk of Tom Green County, Texas

By: \_\_\_\_\_

DEPARTMENT OF WATER UTILITIES

Approved for recording this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Director of Public Works

DEPARTMENT OF PUBLIC WORKS

Approved for recording this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Director of Public Works

DEDICATION / ACKNOWLEDGEMENT  
I, \_\_\_\_\_, do hereby adopt this plat as  
the subdivision of my property and dedicate for the use  
to the public the streets, alleys and easements as shown.

STATE OF TEXAS  
COUNTY OF TOM GREEN  
This instrument was acknowledged before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Notary Public in and for the State of Texas

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North  
American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global  
Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference  
System (VRS) network and or Real Time Kinematic (RTK).  
Distances shown hereon are shown as Grid Texas State Plane Coordinate System  
distances.

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Wesley Ray Quinn, do  
hereby certify that I prepared this plat from an actual and  
accurate survey made on the ground of the land and that corner  
monuments shown hereon were properly placed or found under  
my supervision, in accordance with the rules for land subdivision  
by the City council of the City of San Angelo. I further certify  
that the tract of land herein platted is within the extraterritorial  
jurisdiction of the City of San Angelo, Tom Green County, Texas.

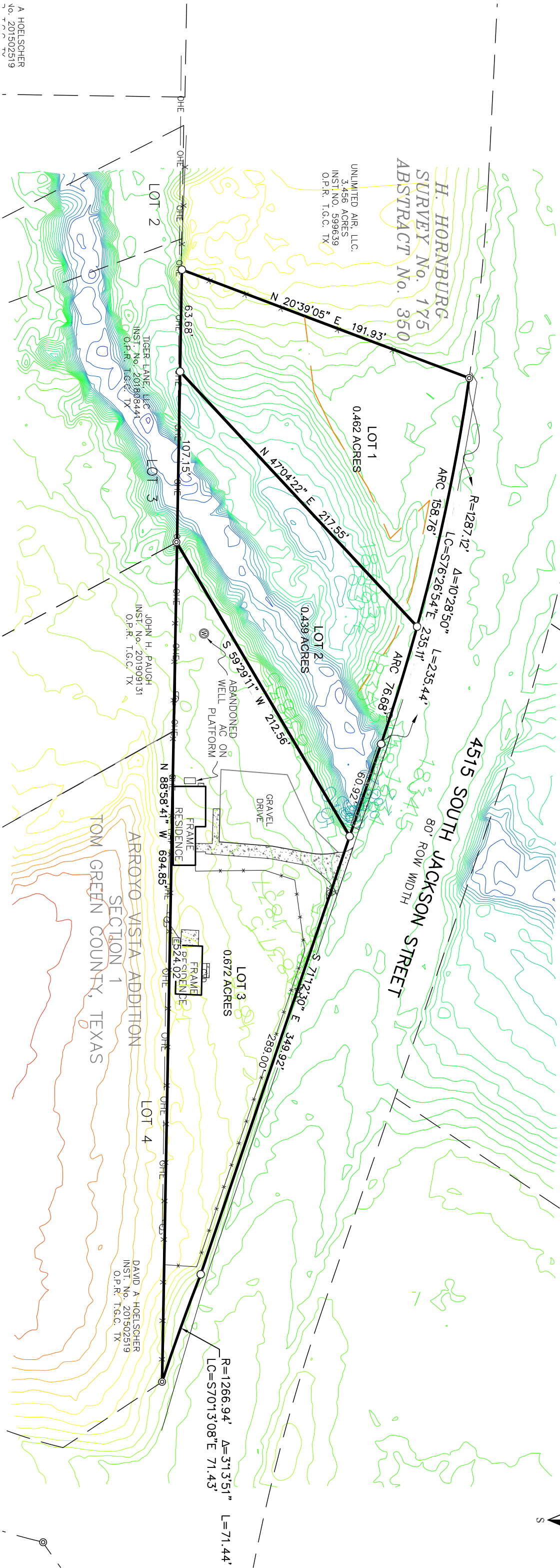
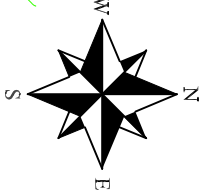
PRELIMINARY DOCUMENT, NOT TO BE USED,  
RELIED UPON OR FILED FOR ANY REASON

Field: BO  
Office: Q  
Job # 21010075  
Registered Prof. Land Surveyor  
Texas Registration No. 6625  
MCMILLAN AND QUINN, INC.

FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqtlx.com Copyright 2021 All Rights Reserved

This plat is filed in Cabinet\_\_\_\_\_, Slide\_\_\_\_\_,  
Plat Records of Tom Green County, Texas.

RED ARROYO 300' CHANNEL



A HOELSCHER  
No. 201502519  
T.C.C. TX

**BASIS OF BEARINGS**

BEARING BASIS HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCE FRAME NORTH AMERICAN DATUM 1983 (2011) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL, REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK). DISTANCES SHOWN HEREON ARE SHOWN AS GRID TEXAS STATE PLANE COORDINATE SYSTEM DISTANCES.

**PRELIMINARY APPROVAL**

Approved for PRELIMINARY PURPOSES on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_,  
City Planning Commission, San Angelo, Texas.

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

PRELIMINARY DOCUMENT, NOT TO BE USED,  
RELIED UPON OR FILED FOR ANY REASON

PREPARED BY THE OFFICE OF MQI LAND  
SURVEYING UNDER THE DIRECTION OF  
WESLEY QUINN, RPLS.

**LEGEND**

- FOUND 1/2" IRON PIPE
- ⊙ FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- - - ADJACENT PROPERTY LINE
- - - EASEMENT/BUILDING SET-BACK LINE
- - - FENCE
- OHE — OVERHEAD POWER LINE
- ⊕ ELECTRIC METER
- ⊗ WATER METER
- ⊠ GAS METER
- ⊡ AC AIR CONDITIONER UNIT
- ▣ CVD COVERED CONCRETE
- ▤ R.O.W. RIGHT-OF-WAY
- ▥ CONCRETE

BOUNDARY SURVEY OF 1.573  
ACRES OF LAND OUT OF H.  
HORNBURG SURVEY No. 175,  
ABSTRACT No. 350, TOM GREEN  
COUNTY, TEXAS.  
SCALE 1" = 30 FEET



FIRM NO. 10194241  
P.O. BOX 3506 SAN ANGELO, TEXAS  
PHONE: (325) 939-0043 EMAIL: info@mqitx.com  
Copyright 2021 All Rights Reserved

FIELD: BO  
OFFICE: Q  
JOB NO.: 21010075

BUYER:  
GF NO.:  
TITLE CO.:



Warehouse Rd

Glenn Dr

Town and Country Dr

S Jackson St

Adobe Dr

Lot 2

United Refrigeration

Unlimited Air

BES-TEX Supply

Roxie's Diner

Quality Inn San Angelo

Walmart

Google Earth



## DONATION AGREEMENT

**THIS DONATION AGREEMENT** ("Agreement") dated as of the \_\_\_\_ day of June, 2022, is made by and between **GOREE-BROOKS INVESTMENTS, LLC**, 4515 S. Jackson, San Angelo, Tom Green County, Texas 76903 ("Donor") and the **CITY OF SAN ANGELO**, a Texas home-rule municipal corporation, 72 W. College Avenue, San Angelo, Tom Green County, Texas 76903, ("Donee")

**Whereas, Donor** is the owner of that certain property identified as Lot 2, South Jackson's Red Arroyo Crossing, San Angelo, Tom Green County, Texas, per plat of said Addition of record at Instrument Number 202109812, Official Public Records of Tom Green County, Texas, more particularly depicted in **Exhibit "A"** attached hereto and being made a part hereof ("Property"); and

**Whereas, Donor** desires to donate the Property to Donee without restrictions as to the future use of the Property;

**Now Therefore**, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

1. **Agreement.** Donor hereby donates the Property to Donee, and Donee hereby accepts such donation in accordance with and subject to the terms and conditions set forth in this Agreement.
2. **Representations and Covenants.** Donee represents to Donor that (a) City Council for the City of San Angelo has authorized the acceptance of the Donation and its execution, delivery and performance of this Agreement; and (b) the person executing this Agreement on behalf of Donee is duly authorized to do the same.
3. **Title.**
  - a. Donee will be responsible for obtaining title insurance on the Property. Title policy shall be based on a Property value of \$\_\_\_\_\_ (per TGCAD).
  - b. Donor is not making any representations or covenants with respect to the title of the Property.
4. **Closing.**
  - a. Title Company: First Title Company, 4 S. Koenigheim, San Angelo, Texas 76903; (325) 653-1421
  - b. Closing Date: on or before twenty-one (21) days after the last party executes this Agreement or at such time, date, and place as Donor and Donee may agree upon.
  - c. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Fourteen (14) days after Effective Date.
  - d. Closing Documents.
    - i. At closing, Donor will deliver the following items:
      1. Warranty Deed
        - a. This conveyance is subject to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, and other instruments that affect the Property, other than liens against and conveyances of the surface estate; validly existing rights of adjoin owners in any walls and fences



situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2022 and subsequent years, the payment of which Donee assumes

2. Evidence of Donor's authority to close this transaction

ii. At closing, Donee will deliver the following items:

1. Evidence of Donee's authority to close this transaction

**5. Transaction Costs.**

- a. Donee shall pay title insurance premiums, and any other transaction costs, including the cost to record the deed.
- b. Each party shall pay the cost of its own legal counsel.

**6. Property Condition**

- a. The Property is being donated "as is", "where is" and "with all faults", as of the date of closing, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied. Donor specifically disclaims any warranty, guarantee or representation, oral or written, express or implied, concerning the Property. Donee acknowledges that it has had the opportunity to conduct its own investigation of the Property and is not relying on any statements purported to have been made by Donor, or documents obtained from Donor.
- b. Maintenance: Donee shall be responsible for all expenses associated with maintenance of Property from and after execution of this Agreement.

**7. Miscellaneous Provisions.**

- a. *Notices.* Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- b. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the Parties.
- c. *Choice of Law; Venue.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Tom Green County.
- d. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
- e. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties concerning the donation of the Property by Donor to Donee. There are no oral representations, warranties, agreements, or promises pertaining to the donation of the Property by Donor to Donee not incorporated in writing in this Agreement.

- f. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.
- g. *Binding Effect.* This Agreement binds, benefits, and may be enforced by the Parties and their respective, successors, and permitted assigns.

**DONOR:** GOREE-BROOKS INVESTMENTS LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Miles Goree, Manager

Donor Contact Information: email \_\_\_\_\_ Telephone: (325) \_\_\_\_\_

**DONEE:** CITY OF SAN ANGELO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Julia Antilley, City Clerk

Donee Contact Information: email: [manda.salladay@cosatx.us](mailto:manda.salladay@cosatx.us) Telephone: (325) 657-4407

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
Brandon Dyson, Deputy City Attorney

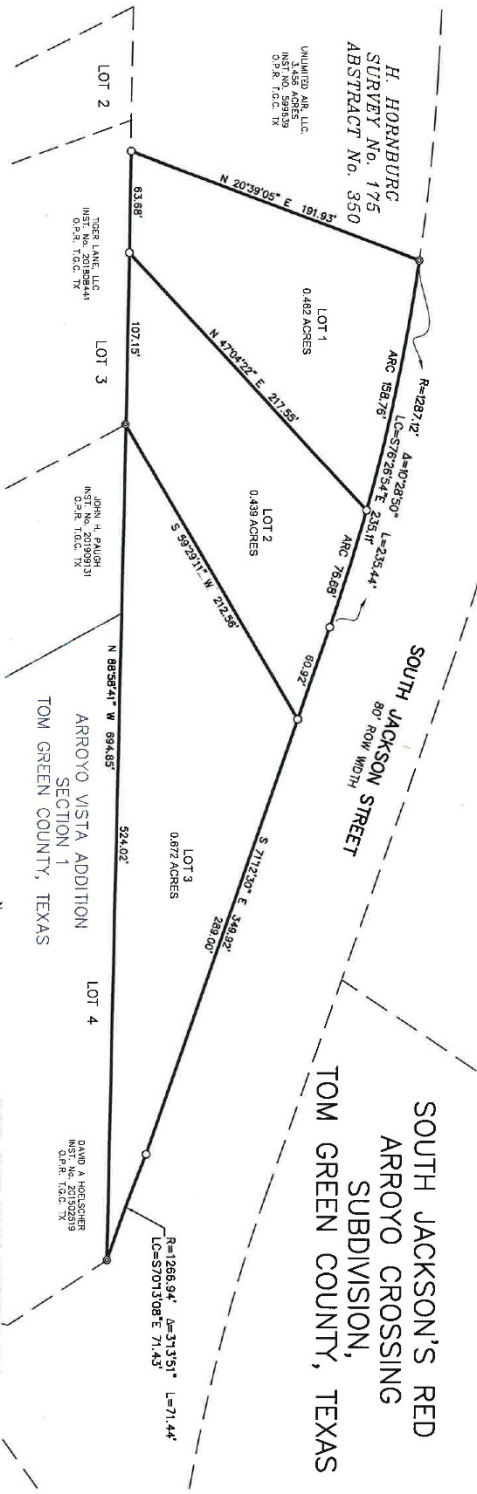
\_\_\_\_\_  
Manda Salladay, Real Estate Manager

**Title Company acknowledges receipt of this Agreement executed by both Donor and Donee:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

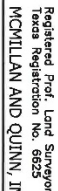


2015 INTERNATIONAL FIRE CODE SECTION 503

Distances shown hereon are shown as Grid Texas State

I know all of this by these presents; that I, Wesley Ray Quinn, do hereby certify that I prepared this plat from an actual and accurate survey made on the ground of the land and that corner monuments shown hereon were properly placed or found under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo. I further certify that the tract of land herein platted is within the extrajurisdictional jurisdiction of the City of San Angelo, Tom Green County, Texas.

Job # 21010073



FIRM NO. J0194241 P.O. BOX 5506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: [info@mqtx.com](mailto:info@mqtx.com) Copyright 2021 All Rights Reserved

This plat is filed in Cabinet H, Slide 28  
Plat Records of Tom Green County, Texas.

4

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF 8.552 ACRES IN THE BLUFFS ADDITION FOR THE CITY'S DRAINAGE SYSTEM**

**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**, Goree-Brooks Investments LLC desires to donate to the City of San Angelo Lot 2, South Jackson's Red Arroyo Crossing; and

**WHEREAS**, the City of San Angelo Stormwater Division has use for the property to add to the drainage system in the area; and

**WHEREAS**, a condition of the donation is that the City of San Angelo pay all related conveyance costs anticipated not to exceed \$4000.

**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 Lot 2, South Jackson's Red Arroyo Crossing from Goree-Brooks Investments, LLC to be used for drainage.

**Part 2:** That the Stormwater Division is authorized to pay any costs for the conveyance in an amount not to exceed \$4000 and the City Manager is authorized to negotiate and execute any documents necessary for closing.

**PASSED and APPROVED THIS 7<sup>th</sup> Day of June, 2022.**

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: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and Guerra Electrical LLC d/b/a A&M Electric and authorizing the Board President or their designee to execute all necessary documents (Nora Nevarez)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Guerra Electric LLC d/b/a A&M Electric applied to participate in the Development Corporation's Business Factory - Business Incubator program. They requested use of one office in the Business Incubator.

## **Funding Source(s):**

| Fund:                      | Account:           | Project Number:  | Amount Budgeted: |
|----------------------------|--------------------|------------------|------------------|
| 700 (Economic Development) | 700-0000-363-11-00 | Business Factory | \$3,636.60       |

## **Financial Impact:**

Lease Agreements are subject to extension upon mutual agreement of the tenant and the Development Corporation's Authorized Representative.

## **Other Information/Recommendation:**

Staff recommends approving a lease agreement by and between the City of San Angelo Development Corporation and Guerra Electrical LLC d/b/a A&M Electric and authorizing the Board President or their designee to execute all necessary documents.

## **Attachments:**

## **Presentation:**

Guy Andrews

## **Approvals/Reviews:**

Nora Nevarez  
Tina Dierschke  
Theresa James

Created/Initiated  
Approved  
Approved



Guy Andrews  
Brandon Dyson  
Jeffrey Tomlinson  
Tina Dierschke  
Julia Antilley

Approved  
Approved  
Approved  
Approved  
Final Approval

## REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

### **Caption:**

Consider awarding FS-04-22 Fuel Purchases in an annual amount of \$4,000,000 to multiple vendors and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

### **Staff Recommendation:**

Approve

### **Summary/History:**

The Fleet Services Division is requesting City Council approval to award bid pricing for the procurement of gasoline and diesel fuels for the City. Request for Bids (RFB) were sent to multiple local and area distributors. Bids were received from Regal Oil, Inc. – San Angelo, TX, Ways Company, Inc. – Bronte, TX, and Petroleum Traders Corporation - Fort Wayne, In. In an effort to ensure the most economic and financial benefit for the City of San Angelo and to compensate for the dramatic fuel price fluctuations, fuel pricing is requested on a daily or as-needed basis. Requests are made for a primary vendor's daily rack price for a particular fuel product. This rack price is then added to any allowed surcharge and awarded mark-up to establish the delivered fuel price as per the bid specifications. The lowest net price is awarded delivery of the product for the requested period. Multiple awards are needed by the City to provide competition between daily fuel pricing and to ensure product availability.

### **Funding Source(s):**

### **Financial Impact:**

The Fleet Services Division budgets for fuel based on expected usage and anticipated market price. Approximately 840,000 gallons of fuel is expected to be purchased and used annually in an amount of \$4,000,000.

### **Other Information/Recommendation:**

Contracted term for this award will be for an initial one year, with the option to renew for four additional one year terms.

Tankwagon (4000 gallon load or smaller):

Regal Oil, Inc.

Petroleum Traders Corporation

Transport (4000 to 8500 gallon load):

Primary Vendors = Regal Oil, Inc., Petroleum Traders Corporation, Ways Company, Inc.

**Attachments:**

1. FS-04-22 Bid Tabulation 05-17-22
- FS-04-22 Bid Tabulation 05-17-22.xlsx

**Presentation:**

Ryan Kramer

**Approvals/Reviews:**

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



## RFB Bid Tabulation

FS-04-22 • Fuel Purchases

Tuesday, May 17, 2022

2:30 p.m.

## PETROLEUM TRADERS CORPORATION

| Item Number                                         | Item | Terminal   | Additional Cost | Net Terms (e.g., Net 30)        |
|-----------------------------------------------------|------|------------|-----------------|---------------------------------|
| Tankwagon - Dyed Diesel - 15,000 gallons (3)        |      |            |                 |                                 |
| #1-1                                                | 1    | San Angelo | 0.2             | Net 30, subject to day of quote |
| #1-2                                                | 2    | Abilene    | 0.2             | Net 30, subject to day of quote |
| #1-3                                                | 3    | Big Spring | 0.2             | Net 30, subject to day of quote |
| Tankwagon - Unleaded Gasoline - 24,000 gallons (3)  |      |            |                 |                                 |
| #2-1                                                | 1    | San Angelo | 0.2             | Net 30, subject to day of quote |
| #2-2                                                | 2    | Abilene    | 0.2             | Net 30, subject to day of quote |
| #2-3                                                | 3    | Big Spring | 0.2             | Net 30, subject to day of quote |
| Transport - Dyed Diesel - 300,000 gallons (3)       |      |            |                 |                                 |
| #3-1                                                | 1    | San Angelo | 0.01            | Net 30, subject to day of quote |
| #3-2                                                | 2    | Abilene    | 0.01            | Net 30, subject to day of quote |
| #3-3                                                | 3    | Big Spring | 0.01            | Net 30, subject to day of quote |
| Transport - Unleaded Gasoline - 500,000 gallons (3) |      |            |                 |                                 |
| #4-1                                                | 1    | San Angelo | 0.01            | Net 30, subject to day of quote |
| #4-2                                                | 2    | Abilene    | 0.01            | Net 30, subject to day of quote |
| #4-3                                                | 3    | Big Spring | 0.01            | Net 30, subject to day of quote |

## REGAL OIL INC.

| Item Number                                         | Item | Terminal          | Additional Cost | Net Terms (e.g., Net 30) |
|-----------------------------------------------------|------|-------------------|-----------------|--------------------------|
| Tankwagon - Dyed Diesel - 15,000 gallons (1)        |      |                   |                 |                          |
| #1-1                                                | 1    | Delek San Angelo  | 0.16            | Net 30                   |
| Tankwagon - Unleaded Gasoline - 24,000 gallons (1)  |      |                   |                 |                          |
| #2-1                                                | 1    | Delek San Angelo  | 0.16            | Net 30                   |
| Transport - Dyed Diesel - 300,000 gallons (2)       |      |                   |                 |                          |
| #3-1                                                | 1    | Delek San Angelo  | 0.04            | Net 30 Days              |
| #3-2                                                | 2    | Alon - Big Spring | 0.09            | Net 30 Days              |
| Transport - Unleaded Gasoline - 500,000 gallons (2) |      |                   |                 |                          |
| #4-1                                                | 1    | Delek             | 0.04            | Net 30 Days              |
| #4-2                                                | 2    | Alon - Big Spring | 0.09            | Net 30 Days              |

## WAYS COMPANY INC

| Item Number                                         | Item | Terminal                         | Additional Cost | Net Terms (e.g., Net 30)                                  |
|-----------------------------------------------------|------|----------------------------------|-----------------|-----------------------------------------------------------|
| Tankwagon - Dyed Diesel - 15,000 gallons (0)        |      |                                  |                 |                                                           |
| Tankwagon - Unleaded Gasoline - 24,000 gallons (0)  |      |                                  |                 |                                                           |
| Transport - Dyed Diesel - 300,000 gallons (2)       |      |                                  |                 |                                                           |
| #3-1                                                | 1    | San Angelo Terminal T 75 TX 2686 | 0.05            | 5 CENTS PER GALLON OVER POSTED RACK PRICE NET 7 DAYS      |
| #3-2                                                | 2    | TYE TERMINAL T 75 TX 2748        | 0.12            | TWELVE CENTS PER GALLON OVER POSTED RACK PRICE NET 7 DAYS |
| Transport - Unleaded Gasoline - 500,000 gallons (2) |      |                                  |                 |                                                           |
| #4-1                                                | 1    | SAN ANGELO TERMINAL T 75 TX 2686 | 0.09            | NINE CENTS OVER POSTED RACK PRICE NET 7 DAYS              |
| #4-2                                                | 2    | TYE TERMINAL T 75 TX 2748        | 0.09            | NINE CENTS OVER POSTED RACK PRICE NET 7 DAYS              |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider approving a Task Order with Enprotec Hibbs and Todd, Inc under RFQ ES-06-19, for professional services in the amount of \$120,000, budgeted for purchase in fiscal year 2022, for the Concho River sampling and modeling, and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)

## **Staff Recommendation:**

Approve

## **Summary/History:**

As a part of the Concho River Water Project and the ongoing permitting process with the Texas Commission on Environmental Quality, the City of San Angelo is working with Enprotec, Hibbs and Todd, Inc (eHT) to develop data for future discharge permit requirements. Analysis and modeling of the Concho River is advised for the development of this project.

eHT will collect and analyze several types of datasets and will conduct the following tasks in accordance with TCEQ methods:

- Background Research
- Habitat Assessment (Aquatic species considered in relation to draft permit effluent sets)
- Stream/Lake Biological and Habitat Assessment
- Diurnal Water Quality data collection
- Impact Analysis
- Water sample collection analysis
- Develop a site specific model and evaluate draft permit effluent sets
- Other analysis as recommended or required

## **Funding Source(s):**

|                    |           |                 |                  |
|--------------------|-----------|-----------------|------------------|
| Fund:              | Account:  | Project Number: | Amount Budgeted: |
| 260-4400-800-07-30 | \$120,000 |                 | \$120,000        |

## **Financial Impact:**

The task order will be paid from FY22 water capital funds.

**Other Information/Recommendation:**

Staff recommends that the Task Order be awarded to Enprotec Hibbs & Todd, Inc. and the City Manager be authorized to execute any related documents.

**Attachments:**

**Presentation:**

Allison Strube

**Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Allison Strube    | Created/Initiated |
| Shane Kelton      | Approved          |
| Theresa James     | Approved          |
| Allison Strube    | Approved          |
| Jeffrey Tomlinson | Approved          |
| Tina Dierschke    | Approved          |
| Julia Antilley    | Final Approval    |



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider authorizing the City Manager to reject the bid received for WU-09-22 REBID Pump Station Covers (Allison Strube)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The City of San Angelo Water Utilities Department recently requested a rebid for the construction of metal building closures over the water distribution system pump stations. The initial bid received was rejected at the March 15, 2022 City Council meeting. There are two locations where this construction would have occurred. The respondents were to have a minimum of five years' experience in the construction and installation of similar structures and systems. In addition, all construction was required to be performed while the pump stations were operational, and at no point were the pump stations to be taken out of service.

One bid was received for this work by J. Stephens, LLC. While the contractor did meet the requirements of the bid, the bid was higher than anticipated, budgeted for, and higher than the previously rejected bid. City staff will work internally to come up with a more cost effective solution to enclosing the pump stations.

In accordance with our standard bid procedures and policies, the City has the right to reject any and all bids.

## **Funding Source(s):**

## **Financial Impact:**

The bid, including contingencies, received for this rebid was \$437,248.90. Please see the attached bid tab. Rejecting this bid does not have any fiscal impact at this time.

## **Other Information/Recommendation:**

Staff recommends rejecting the bids for RFB WU-09-22 REBID and determining a more cost effective solution.

## **Attachments:**

1. 00 WU-09-22 Rebid • Bid Tabulation

00 WU-09-22 Rebid • Bid Tabulation.pdf

**Presentation:**

Allison Strube

**Approvals/Reviews:**

Allison Strube

Shane Kelton

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval



**RFB Bid Tabulation**

WU-09-22 REBID | COSA PUMP STATION COVERS

Tuesday, May 17, 2022

2 p.m.

**J. Stephens, LLC**

| #         | Items                                    | Sheet No.                                   | Estimated<br>Quantity<br>Required | Unit of<br>Measurement<br>(UOM) | Unit Cost | Total Cost           |
|-----------|------------------------------------------|---------------------------------------------|-----------------------------------|---------------------------------|-----------|----------------------|
|           | Base Bid (9)                             |                                             |                                   |                                 |           |                      |
| <b>#1</b> | <b>ABILENE ST.</b>                       |                                             |                                   |                                 |           |                      |
| #1-1      | MOBILIZATION/DEMOBILIZATION & PERMITTING | All Sheets                                  | 1                                 | LS                              |           | \$ 8,850.00          |
| #1-2      | FOUNDATION & WALL MATERIAL               | S1.10, S3.11, S3.12, S4.10                  | 1                                 | LS                              |           | \$ 16,959.00         |
| #1-3      | FOUNDATION & WALL LABOR                  | S1.10, S3.11, S3.12, S4.10                  | 1                                 | LS                              |           | \$ 38,763.00         |
| #1-4      | ROOF MATERIALS                           | S3.01, S3.10, S3.11, S3.12, S4.10           | 1                                 | LS                              |           | \$ 9,741.00          |
| #1-5      | ROOF LABOR                               | S3.01, S3.10, S3.11, S3.12, S4.10           | 1                                 | LS                              |           | \$ 31,093.00         |
| #1-6      | INSULATION                               | S1.10                                       | 1                                 | LS                              |           | \$ 19,440.00         |
| #1-7      | ELECTRICAL                               | MPE-1, MPE-2.0, MPE-2.1, E-1.0, E-1.1, EC-1 | 1                                 | LS                              |           | \$ 46,079.00         |
| #1-8      | MECHANICAL                               | MPE-1, MPE-2.0, MPE-2.1, M-1                | 1                                 | LS                              |           | \$ 18,290.00         |
| <b>#2</b> | <b>SOUTHWEST</b>                         |                                             |                                   |                                 |           | \$ -                 |
| #2-1      | MOBILIZATION/DEMOBILIZATION & PERMITTING | All Sheets                                  | 1                                 | LS                              |           | \$ 8,850.00          |
| #2-2      | FOUNDATION & WALL MATERIAL               | S1.20, S3.21, S3.22, S4.10                  | 1                                 | LS                              |           | \$ 14,155.00         |
| #2-3      | FOUNDATION & WALL LABOR                  | S1.20, S3.21, S3.22, S4.10                  | 1                                 | LS                              |           | \$ 42,067.00         |
| #2-4      | ROOF MATERIALS                           | S3.01, S3.20, S3.21, S3.22, S4.10           | 1                                 | LS                              |           | \$ 12,950.00         |
| #2-5      | ROOF LABOR                               | S3.01, S3.20, S3.21, S3.22, S4.10           | 1                                 | LS                              |           | \$ 34,633.00         |
| #2-6      | INSULATION                               | S1.20                                       | 1                                 | LS                              |           | \$ 23,275.00         |
| #2-7      | ELECTRICAL                               | MPE-1, MPE-2.0, MPE-2.1, E-1.0, E-1.1, EC-1 | 1                                 | LS                              |           | \$ 54,064.00         |
| #2-8      | MECHANICAL                               | MPE-1, MPE-2.0, MPE-2.1, M-1                | 1                                 | LS                              |           | \$ 18,290.00         |
|           |                                          |                                             | <b>Subtotal</b>                   |                                 |           | <b>\$ 397,499.00</b> |
|           |                                          |                                             | <b>Contingency</b>                |                                 | 10%       | <b>\$ 39,749.90</b>  |
|           |                                          |                                             | <b>Total Cost</b>                 |                                 |           | <b>\$ 437,248.90</b> |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Patrick Frerich, Asst. Director of Operations, Engineering Services, (325) 657-4206

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider approving Change Order #9 to ES-03-20 Chadbourne Street Improvements Project - Phase A to Ti-Zack Concrete, Inc. decreasing the total contract amount by \$76,919.89 bringing the new contract total to \$7,512,051.86 and authorizing the City Manager to negotiate and execute all related documents pending TXDOT concurrence (Shane Kelton)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The Downtown Chadbourne Street Project is nearing completion and requires adjustments to the contract due to the following items encountered during construction:

- Illumination: Eight illumination poles planned for installation were either adjacent to traffic signals or beyond the project limits. The traffic signal design includes a light fixture above the signal mast arm, causing some of the specified illumination poles to be unnecessary. This illumination reduction was decided after the City had already paid for the Materials-On-Hand for the illumination poles. Change Order #9 will remove installation costs of the eight omitted illumination poles, their respective foundations, and the two extra illumination poles from the contract price while introducing two new line items establishing the materials only cost of the unused illumination poles at the unit price the City of San Angelo paid as material on hand. Total change for this item = (\$115,194.20)

- Concrete Staircase: Change Order #9 will allow a change of price for the installation of concrete on the walkway portion of the pedestrian ramp. The original staircase was bid as square footage of Line Item 11.10 – 6" Concrete Sidewalk with Handrails, which was similar to the item for a typical sidewalk. The conditions of the walkway on the ramp are substantially different in construction from typical sidewalks. Therefore, an adjustment in price for this type of work is necessary. Total change for this item = \$38,274.31.

The total dollar change for Change Order #9 will be an overall reduction of (\$76,919.89).

- Contract Time: A change in the original contract time is necessary due to the issue mentioned above that caused a delay in the construction schedule. The time for review as well as time for required approvals will span 71 days from the time that COSA was advised of the discrepancies above and final approval is expected on June 7th. Change Order #9 includes a time extension of 71 days, the amount of time between their initial request and the June 7th City Council meeting.

**Funding Source(s):****Financial Impact:**

There will be a \$76,919.89 reduction to the contract that was awarded to Ti-Zack Concrete, Inc.

|                                      |                |
|--------------------------------------|----------------|
| Original Contract -                  | \$8,892,361.87 |
| Total after Change order #1 -        | \$7,689,905.99 |
| Total after Change Order #2 -        | \$7,536,605.99 |
| Total after Change Order #3, #4 #5 - | \$7,465,872.89 |
| Total after Change Order #6 -        | \$7,525,106.84 |
| Total after Change Order #7 -        | \$7,539,534.46 |
| Total after Change Order #8 -        | \$7,588,971.75 |
| Total after Change Order #9 -        | \$7,512,051.86 |

**Other Information/Recommendation:**

Staff recommends approving Change Order #9.

**Attachments:**

- |    |                 |                     |
|----|-----------------|---------------------|
| 1. | Change Order #9 | Change Order #9.pdf |
|----|-----------------|---------------------|

**Presentation:**

Shane Kelton

**Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Patrick Frerich   | Created/Initiated |
| Kevin Pate        | Approved          |
| Shane Kelton      | Approved          |
| Brandon Dyson     | Approved          |
| Jeffrey Tomlinson | Approved          |
| Tina Dierschke    | Approved          |
| Brandon Dyson     | Approved          |
| Julia Antilley    | Final Approval    |

## CHANGE ORDER NO.009

**Date:** 05/27/2022

**To:** Kevin Pate, P.E.  
Interim City Engineer, City of San Angelo, Texas  
301 West Beauregard  
San Angelo, Texas 76903

**Project:** COSA1901D – Chadbourne Street Improvements: Phase A  
San Angelo, Texas

Centurion Planning and Design (CPD) has reviewed the proposed changes to the contract and recommend proceeding as indicated below.

### DESCRIPTION OF CHANGES TO THE CONTRACT:

- In January of 2022, the Contractor mentioned to CPD that the plans specified eight illumination poles either adjacent to traffic signals or beyond the project limits. The traffic signal design includes a light fixture above the signal mast arm, causing some of the specified illumination poles to be unnecessary. This illumination reduction was decided after the City had already paid for the Materials-On-Hand for the entire quantities of the 30' and 23' Illumination poles and fixtures. Additionally, the original contract documents included one (1) extra pole, for each size, so that the City could have a spare in inventory. Change order number nine will remove installation costs of the eight omitted illumination poles, their respective foundations, and the two extra illumination poles from the contract price while introducing two new line items establishing the materials only cost of the unused illumination poles at the unit price the City of San Angelo paid as material on hand.
- In March of 2022, the Contractor requested additional compensation to construct the staircase along the ADA ramp. The Contractor was unaware of there being a staircase during their original bid preparation for the contract. The staircase was included as square footage of Line Item 11.10 – 6" Concrete Sidewalk with Handrails. As well, the City has asked that the block staircase be replaced with a cast-in-place concrete staircase to extend the life of the steps and ease of maintenance. The Contractor provided a lump sum dollar amount to construct the staircase. This lump sum was included as a new line item and the original line item was reduced by the area of the stair case.
- The changes in contract time are necessary due to the issue mentioned above causing a delay in the construction schedule. On March 28<sup>th</sup> of this year, the Contractor had requested additional compensation to finish building the ADA ramp's stairs. CPD and City staff conceded with the cost proposal on May 10<sup>th</sup>, 2022. Unfortunately, the change order dollar amount exceeds \$50,000 and must have final approval by City Council. The next available Council meeting to include this change order is on June 7<sup>th</sup>, which is 71 days after the Contractor first requested a change order. To avoid mobilization costs, the Contractor will not bring in their subcontractor until all concrete work is able to continue. The original contract end date is 39 days after the scheduled City Council meeting. To allow the Contractor to accomplish their remaining tasks, this change order includes a time extension of 71 days, the amount of time between their initial request and the upcoming City Council meeting.

- Existing contract items that will be changed:
  - Item 7.02 – 30' Strenberg Aluminium Pole with Double Light Fixture – 6 removed from scope
  - Item 7.03 – 30" Drill Shaft Foundation – 5 removed from scope
  - Item 10.14 – 23' Strenberg Aluminium Pole with Single Light Fixture – 4 removed from scope
  - Item 10.15 – 30" Drill Shaft Foundation – 3 removed from scope
  - Item 11.10 – 6" Concrete Sidewalk with Handrails – 485 SF removed from scope
- New contract items:
  - Item CO9.01 – Cast-In-Place Concrete Steps
  - Item CO9.02 – 30' Strenberg Pole with Fixtures – Cost of Materials Only
  - Item CO9.03 – 23' Strenberg Pole with Fixture – Cost of Materials Only
- Additional Contract time:
  - 71 additional calendars days, see summary below.

---

|                                                       |    |                     |
|-------------------------------------------------------|----|---------------------|
| 1) Original Contract Sum                              | \$ | 8,892,361.87        |
| 2) Net Changes by previously approved Change Orders   | \$ | (1,303,390.12)      |
| 3) Current Contract Amount (1+2)                      | \$ | 7,588,971.75        |
| 4) Total Change Order No. 009                         | \$ | (76,919.89)         |
| 5) New Contract Sum (3+4)                             | \$ | <b>7,512,051.86</b> |
| 6) Total Increase/Decrease to Contract Amount         |    | -15.52%             |
| 7) Original Contract Time                             |    | 550 Calendar Days   |
| Net Time Changes by Previously Approved Change Orders |    | 0 Calendar Days     |
| Time Extensions for Change Order 009                  |    | 71 Calendar Days    |
| Suspended Time                                        |    | 0 Calendar Days     |
| New Contract Time                                     |    | 621 Calendar Days   |

Signature/Date: Russell Pehl 05/27/2022  
 Russell Pehl, P.E.  
 Project Supervisor





City of San Angelo  
RFB: ES-03-20; Change Order Form  
Chadbourne Street Improvements - Phase A

Change Order No. 9

Contractor: Ti-Zack Concrete, Inc.

| Item No.                                                                          | Specification | Item Description                                                 | Quantity | Unit | Unit Price    | Total Price     | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |
|-----------------------------------------------------------------------------------|---------------|------------------------------------------------------------------|----------|------|---------------|-----------------|---------------------------|----------------|-------------------|--------------------|----------------------|
| Item 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures |               |                                                                  |          |      |               |                 |                           |                |                   |                    |                      |
| 1.01                                                                              | TxDOT 500     | Mobilization                                                     | 1        | LS   | \$ 434,200.00 | \$ 434,200.00   | 1                         | -              | -                 | 1                  | \$ 434,200.00        |
| 1.02                                                                              | TxDOT 502     | Barricades, Signs, and Traffic Handling                          | 24       | MO   | \$ 500.00     | \$ 12,000.00    | 24                        | -              | -                 | 24                 | \$ 12,000.00         |
| 1.03                                                                              | TxDOT 506     | Storm Water Management                                           | 24       | MO   | \$ 300.00     | \$ 7,200.00     | 24                        | -              | -                 | 24                 | \$ 7,200.00          |
| Subtotal =                                                                        |               |                                                                  |          |      |               | \$ 453,400.00   | \$ 453,400.00             |                |                   |                    |                      |
| Item 2: Utilities - Sanitary Sewer                                                |               |                                                                  |          |      |               |                 |                           |                |                   |                    |                      |
| 2.01                                                                              | TxDOT 479     | Adjusting Manholes (Sanitary)(Provide new ring and lid)          | 12       | EA   | \$ 1,160.00   | \$ 13,920.00    | 12                        | -              | -                 | 12                 | \$ 13,920.00         |
| 2.02                                                                              | ---           | Adjusting Sewer Clean Out to Grade                               | 4        | EA   | \$ 685.00     | \$ 2,740.00     | 4                         | -              | -                 | 4                  | \$ 2,740.00          |
| 2.03                                                                              | ---           | 4' Diameter FRP Manhole (TY B, <10')                             | 1        | EA   | \$ 5,950.00   | \$ 5,950.00     | 1                         | -              | -                 | 1                  | \$ 5,950.00          |
| Subtotal =                                                                        |               |                                                                  |          |      |               | \$ 22,610.00    | \$ 22,610.00              |                |                   |                    |                      |
| Item 3: Utilities - Water                                                         |               |                                                                  |          |      |               |                 |                           |                |                   |                    |                      |
| 3.01                                                                              | TxDOT 479     | Adjusting Water Valve Stand to Grade                             | 34       | EA   | \$ 472.00     | \$ 16,048.00    | 34                        | -              | -                 | 34                 | \$ 16,048.00         |
| 3.02                                                                              | TxDOT 479     | Adjusting Water Meter Box to Grade                               | 21       | EA   | \$ 433.00     | \$ 9,093.00     | 21                        | -              | -                 | 21                 | \$ 9,093.00          |
| 3.03                                                                              | ---           | Relocate Fire Hydrant per COSA Standards                         | 5        | EA   | \$ 8,500.00   | \$ 42,500.00    | 5                         | -              | -                 | 5                  | \$ 42,500.00         |
| 3.04                                                                              | ---           | Relocate Water Meter Box                                         | 19       | EA   | \$ 4,070.00   | \$ 77,330.00    | 19                        | -              | -                 | 19                 | \$ 77,330.00         |
| Subtotal =                                                                        |               |                                                                  |          |      |               | \$ 144,971.00   | \$ 144,971.00             |                |                   |                    |                      |
| Item 4: Storm Drains                                                              |               |                                                                  |          |      |               |                 |                           |                |                   |                    |                      |
| 4.01                                                                              | ---           | Remove existing inlets                                           | 2        | EA   | \$ 896.00     | \$ 1,792.00     | 2                         | -              | -                 | 2                  | \$ 1,792.00          |
| 4.02                                                                              | ---           | Nyloplast 30" Drain Basin                                        | 2        | EA   | \$ 4,760.00   | \$ 9,520.00     | 1                         | -              | -                 | 1                  | \$ 4,760.00          |
| 4.03                                                                              | ---           | 18" Curb Inlet (2'x3' Rect)                                      | 2        | EA   | \$ 4,930.00   | \$ 9,860.00     | 2                         | -              | -                 | 2                  | \$ 9,860.00          |
| 4.04                                                                              | ---           | 18" HDPE Pipe                                                    | 35       | LF   | \$ 160.00     | \$ 5,600.00     | 90                        | -              | -                 | 90                 | \$ 14,400.00         |
| Subtotal =                                                                        |               |                                                                  |          |      |               | \$ 26,772.00    |                           |                |                   | \$ 30,812.00       |                      |
| Item 5: Paving                                                                    |               |                                                                  |          |      |               |                 |                           |                |                   |                    |                      |
| 5.01                                                                              | TxDOT 104     | Remove and Dispose of Existing Concrete Curb and Gutter          | 4,331    | LF   | \$ 11.10      | \$ 48,074.10    | 3,246                     | -              | -                 | 3,246              | \$ 36,030.60         |
| 5.02                                                                              | TxDOT 104     | Remove and Dispose of Existing Brick Pavers (COSA to keep brick) | 18,100   | SY   | \$ 2.00       | \$ 36,200.00    | 14,820                    | -              | -                 | 14,820             | \$ 29,640.00         |
| 5.03                                                                              | TxDOT 104     | Remove and Dispose of Existing Trolley Rail and Cross Ties       | 1,650    | LF   | \$ 5.00       | \$ 8,250.00     | 1,650                     | -              | -                 | 1,650              | \$ 8,250.00          |
| 5.04                                                                              | TxDOT 105     | Remove and Dispose of Existing Apshalt Pavement                  | 18,100   | SY   | \$ 13.10      | \$ 237,110.00   | 14,820                    | -              | -                 | 14,820             | \$ 194,142.00        |
| 5.05                                                                              | TxDOT 105     | Remove and Dispose of Existing Flexible Base                     | 18,100   | SY   | \$ 4.45       | \$ 80,545.00    | 14,820                    | -              | -                 | 14,820             | \$ 65,949.00         |
| 5.06                                                                              | TxDOT 110     | Excavation (6")                                                  | 3,000    | CY   | \$ 22.90      | \$ 68,700.00    | 317                       | -              | -                 | 317                | \$ 7,259.30          |
| 5.07                                                                              | TxDOT 152     | Road Grader Work (Desity Control)                                | 19,140   | SY   | \$ 1.00       | \$ 19,140.00    | 15,670                    | -              | -                 | 15,670             | \$ 15,670.00         |
| 5.08                                                                              | TxDOT 340     | 4" HMAC Type B Base Material                                     | 4,125.6  | TON  | \$ 150.00     | \$ 618,840.00   | 437.6                     | -              | -                 | 437.6              | \$ 65,640.00         |
| 5.09                                                                              | TxDOT 528     | Integral Colored Stamped Concrete - Star Intersections           | 3,410    | SF   | \$ 27.70      | \$ 94,457.00    | 3,410                     | -              | -                 | 3,410              | \$ 94,457.00         |
| 5.10                                                                              | TxDOT 528     | Integral Colored Stamped Concrete Medians (Brick Pattern Finish) | 5,645    | SF   | \$ 19.90      | \$ 112,335.50   | 5,645                     | -              | -                 | 5,645              | \$ 112,335.50        |
| 5.11                                                                              | TxDOT 360     | 7" Reinforced Concrete Pavement (Class P)                        | 15,152.2 | SY   | \$ 100.00     | \$ 1,515,220.00 | 12,407.2                  | -              | -                 | 12,407.2           | \$ 1,240,720.00      |
| 5.12                                                                              | TxDOT 529     | 6" Concrete Curb and Gutter (TY II)                              | 6,304    | LF   | \$ 45.00      | \$ 283,680.00   | 5,264                     | -              | -                 | 5,264              | \$ 236,880.00        |

| Item No.                              | Specification | Item Description                                                  | Quantity | Unit | Unit Price   | Total Price   | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |
|---------------------------------------|---------------|-------------------------------------------------------------------|----------|------|--------------|---------------|---------------------------|----------------|-------------------|--------------------|----------------------|
| 5.13                                  |               | 3" Concrete Curb and Gutter                                       | 263      | LF   | \$ 57.00     | \$ 14,991.00  | 263                       | -              | -                 | 263                | \$ 14,991.00         |
| 5.14                                  | TxDOT 530     | Driveway Reconnections                                            | 250      | SY   | \$ 83.90     | \$ 20,975.00  | 173                       | -              | -                 | 173                | \$ 14,514.70         |
| 5.15                                  | ---           | Adjusting Electric Manhole to Grade                               | 6        | EA   | \$ 1,030.00  | \$ 6,180.00   | 6                         | -              | -                 | 6                  | \$ 6,180.00          |
| Subtotal =                            |               |                                                                   |          |      |              |               |                           |                |                   |                    | \$ 2,142,659.10      |
| Item 6: Pavement Markings and Signage |               |                                                                   |          |      |              |               |                           |                |                   |                    |                      |
| 6.01                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (Y) 4" (SLD)(100MIL) (SURF PREP subsidiary)     | 3,545    | LF   | \$ 2.70      | \$ 9,571.50   | 4,545                     | -              | -                 | 4,545              | \$ 12,271.50         |
| 6.02                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) 4" (SLD)(100MIL)                            | 7,830.00 | LF   | \$ 1.85      | \$ 14,485.50  | 7,830                     | -              | -                 | 7,830              | \$ 14,485.50         |
| 6.03                                  | TxDOT 666     | Refl Pav Mrk Ty I(BLACK)7"(BLACK)(100MIL) (SURF PREP subsidiary)  | 8,310    | LF   | \$ 3.85      | \$ 31,993.50  | 8,310                     | -              | -                 | 8,310              | \$ 31,993.50         |
| 6.04                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) 4" (DOT)(100MIL)                            | 642      | LF   | \$ 1.90      | \$ 1,219.80   | 642                       | -              | -                 | 642                | \$ 1,219.80          |
| 6.05                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) 8" (SLD)(100MIL)                            | 1,145    | LF   | \$ 3.45      | \$ 3,950.25   | 1,145                     | -              | -                 | 1,145              | \$ 3,950.25          |
| 6.06                                  | TxDOT 666     | Refl Pav Mrk Ty I(BLACK)11"(BLACK)(100MIL) (SURF PREP subsidiary) | 1,157    | LF   | \$ 6.50      | \$ 7,520.50   | 1,157                     | -              | -                 | 1,157              | \$ 7,520.50          |
| 6.07                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) 12" (SLD)(100MIL)                           | 290      | LF   | \$ 6.00      | \$ 1,740.00   | 290                       | -              | -                 | 290                | \$ 1,740.00          |
| 6.08                                  | TxDOT 666     | Refl Pav Mrk Ty I(BLACK)15"(BLACK)(100MIL) (SURF PREP subsidiary) | 302      | LF   | \$ 9.80      | \$ 2,959.60   | 302                       | -              | -                 | 302                | \$ 2,959.60          |
| 6.09                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) (ARW) (SURF PREP subsidiary)                | 26       | EA   | \$ 210.00    | \$ 5,460.00   | 26                        | -              | -                 | 26                 | \$ 5,460.00          |
| 6.10                                  | TxDOT 666     | Refl Pav Mrk Ty 1 (W) (WORD) (SURF PREP subsidiary)               | 12       | EA   | \$ 205.00    | \$ 2,460.00   | 12                        | -              | -                 | 12                 | \$ 2,460.00          |
| 6.11                                  | TxDOT 672     | Raised Pav Mrk Ty II-A-A (SURF PREP subsidiary)                   | 198      | EA   | \$ 26.50     | \$ 5,247.00   | 198                       | -              | -                 | 198                | \$ 5,247.00          |
| 6.12                                  | TxDOT 672     | Raised Pav Mrk Ty I-C (SURF PREP subsidiary)                      | 59       | EA   | \$ 26.50     | \$ 1,563.50   | 59                        | -              | -                 | 59                 | \$ 1,563.50          |
| 6.13                                  | TxDOT 636     | Aluminum Signs (TY A)                                             | 95       | SF   | \$ 65.00     | \$ 6,175.00   | 67                        | -              | -                 | 67                 | \$ 4,355.00          |
| 6.14                                  | TxDOT 668     | Prefab Pav Mrk Acc Prkng (W) 48"x48" (SURF PREP subsidiary)       | 8        | EA   | \$ 860.00    | \$ 6,880.00   | 8                         | -              | -                 | 8                  | \$ 6,880.00          |
| 6.15                                  | TxDOT 644     | IN SM RD SUP&AM TY10BWG (1) WS (P) (Wedge Anchor Steel System)    | 43       | EA   | \$ 300.00    | \$ 12,900.00  | 43                        | -              | -                 | 43                 | \$ 12,900.00         |
| Subtotal =                            |               |                                                                   |          |      |              |               |                           |                |                   |                    | \$ 115,006.15        |
| Item 7: Street Lighting               |               |                                                                   |          |      |              |               |                           |                |                   |                    |                      |
| 7.01                                  | TxDOT 628     | Service Pole                                                      | 1        | EA   | \$ 11,200.00 | \$ 11,200.00  | 1                         | -              | -                 | 1                  | \$ 11,200.00         |
| 7.02                                  | TxDOT 610     | 30' Strenberg Aluminium Pole with double light fixture            | 17       | EA   | \$ 20,200.00 | \$ 343,400.00 | 17                        | -              | 6                 | 11                 | \$ 222,200.00        |
| 7.03                                  | TxDOT 416     | 30" Drill Shaft Foundation                                        | 17       | EA   | \$ 3,030.00  | \$ 51,510.00  | 16                        | -              | 5                 | 11                 | \$ 33,330.00         |
| 7.04                                  | TxDOT 620     | #2 AWG                                                            | 3,500    | LF   | \$ 3.75      | \$ 13,125.00  | 4,586                     | -              | -                 | 4,586              | \$ 17,197.50         |
| 7.05                                  | TxDOT 620     | #8 AWG                                                            | 1,750    | LF   | \$ 1.50      | \$ 2,625.00   | 2,293                     | -              | -                 | 2,293              | \$ 3,439.50          |
| 7.06                                  | TxDOT 618     | 2" PVC conduit                                                    | 1,600    | LF   | \$ 3.30      | \$ 5,280.00   | 2,293                     | -              | -                 | 2,293              | \$ 7,566.90          |
| 7.07                                  | TxDOT 618     | Trenching and backfill                                            | 1,600    | LF   | \$ 17.00     | \$ 27,200.00  | 2,293                     | -              | -                 | 2,293              | \$ 38,981.00         |
| 7.08                                  | TxDOT 618     | Bore                                                              | 0        | LF   | \$ 55.00     | \$ -          | 0                         | -              | -                 | 0                  | \$ -                 |
| 7.08*                                 | TxDOT 624     | 11x17 Inground Pullbox                                            | 4        | EA   | \$ 1,520.00  | \$ 6,080.00   | 5                         | -              | -                 | 5                  | \$ 7,600.00          |
| 7.09                                  | TxDOT 610     | Roadway Illumination Assembly (Remove)                            | 25       | EA   | \$ 1,150.00  | \$ 28,750.00  | 25                        | -              | -                 | 25                 | \$ 28,750.00         |
| Subtotal =                            |               |                                                                   |          |      |              |               |                           |                |                   |                    | \$ 370,264.90        |
| Item 8: Traffic Signals               |               |                                                                   |          |      |              |               |                           |                |                   |                    |                      |
| 8.01                                  | TxDOT 416     | DRILL SHAFT (TRF SIG POLE) (30 IN)                                | 132      | LF   | \$ 505.00    | \$ 66,660.00  | 132                       | -              | -                 | 132                | \$ 66,660.00         |
| 8.02                                  | TxDOT 618     | CONDT (PVC) (SCHD 80) (2")                                        | 60       | LF   | \$ 14.00     | \$ 840.00     | 60                        | -              | -                 | 60                 | \$ 840.00            |
| 8.03                                  | TxDOT 618     | CONDT (PVC) (SCHD 80) (3")                                        | 420      | LF   | \$ 20.00     | \$ 8,400.00   | 1,165.00                  | -              | -                 | 1,165.00           | \$ 23,300.00         |

| Item No.          | Specification | Item Description                            | Quantity | Unit | Unit Price    | Total Price   | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |
|-------------------|---------------|---------------------------------------------|----------|------|---------------|---------------|---------------------------|----------------|-------------------|--------------------|----------------------|
| 8.04              | TxDOT 618     | CONDT (PVC) (SCHD 80) (4")                  | 250      | LF   | \$ 25.00      | \$ 6,250.00   | 524.00                    | -              | -                 | 524.00             | \$ 13,100.00         |
| 8.05              | TxDOT 618     | CONDT (PVC) (SCHD 80) (4") (BORE)           | 860      | LF   | \$ 55.00      | \$ 47,300.00  | 860                       | -              | -                 | 860                | \$ 47,300.00         |
| 8.06              | TxDOT 620     | ELEC CONDUCTOR (NO. 8) INSULATED            | 3,070    | LF   | \$ 1.50       | \$ 4,605.00   | 3,070                     | -              | -                 | 3,070              | \$ 4,605.00          |
| 8.07              | TxDOT 620     | ELEC CONDUCTOR (NO. 6) BARE                 | 1,620    | LF   | \$ 1.60       | \$ 2,592.00   | 1,620                     | -              | -                 | 1,620              | \$ 2,592.00          |
| 8.08              | TxDOT 620     | ELEC CONDUCTOR (NO. 6) INSULATED            | 180      | LF   | \$ 1.75       | \$ 315.00     | 180                       | -              | -                 | 180                | \$ 315.00            |
| 8.09              | TxDOT 624     | GROUND BOX TY D (162922) W/APRON            | 15       | EA   | \$ 1,890.00   | \$ 28,350.00  | 15                        | -              | -                 | 15                 | \$ 28,350.00         |
| 8.10              | TxDOT 628     | ELC SRV TY D 120/240 070 (NS)AL(E)PS(U)     | 3        | EA   | \$ 7,580.00   | \$ 22,740.00  | 3                         | -              | -                 | 3                  | \$ 22,740.00         |
| 8.11              | TxDOT 680     | INSTALL HWY TRAF SIG (ISOLATED)             | 3        | EA   | \$ 41,000.00  | \$ 123,000.00 | 3                         | -              | -                 | 3                  | \$ 123,000.00        |
| 8.12              | TxDOT 680     | REMOVING TRAFFIC SIGNALS                    | 3        | EA   | \$ 11,400.00  | \$ 34,200.00  | 3                         | -              | -                 | 3                  | \$ 34,200.00         |
| 8.13              | TxDOT 682     | VEH SIG SEC (12") LED (GRN)                 | 24       | EA   | \$ 379.00     | \$ 9,096.00   | 24                        | -              | -                 | 24                 | \$ 9,096.00          |
| 8.14              | TxDOT 682     | VEH SIG SEC (12") LED (YEL)                 | 24       | EA   | \$ 379.00     | \$ 9,096.00   | 24                        | -              | -                 | 24                 | \$ 9,096.00          |
| 8.15              | TxDOT 682     | VEH SIG SEC (12") LED (YEL ARW)             | 24       | EA   | \$ 379.00     | \$ 9,096.00   | 24                        | -              | -                 | 24                 | \$ 9,096.00          |
| 8.16              | TxDOT 682     | VEH SIG SEC (12") LED (RED)                 | 24       | EA   | \$ 379.00     | \$ 9,096.00   | 24                        | -              | -                 | 24                 | \$ 9,096.00          |
| 8.17              | TxDOT 682     | VEH SIG SEC (12") LED (RED ARW)             | 12       | EA   | \$ 379.00     | \$ 4,548.00   | 12                        | -              | -                 | 12                 | \$ 4,548.00          |
| 8.18              | TxDOT 682     | BACKPLATE (12")(3 SEC)(VENTED)ALUM          | 24       | EA   | \$ 107.00     | \$ 2,568.00   | 24                        | -              | -                 | 24                 | \$ 2,568.00          |
| 8.19              | TxDOT 682     | BACKPLATE (12")(5 SEC)(VENTED)ALUM          | 12       | EA   | \$ 139.00     | \$ 1,668.00   | 12                        | -              | -                 | 12                 | \$ 1,668.00          |
| 8.20              | TxDOT 684     | TRF SIG CBL (TY A) (14 AWG) (10 CONDR)      | 1,610    | LF   | \$ 3.00       | \$ 4,830.00   | 1,610                     | -              | -                 | 1,610              | \$ 4,830.00          |
| 8.21              | TxDOT 684     | TRF SIG CBL (TY A) (14 AWG) (20 CONDR)      | 1,655    | LF   | \$ 6.00       | \$ 9,930.00   | 1,655                     | -              | -                 | 1,655              | \$ 9,930.00          |
| 8.22              | TxDOT 684     | TRF SIG CBL (TY C) (12 AWG) (3 CONDR)       | 3,265    | LF   | \$ 2.50       | \$ 8,162.50   | 3,265                     | -              | -                 | 3,265              | \$ 8,162.50          |
| 8.23              | TxDOT 686     | INS TRF SIG PL AM (S) 1 ARM (28') LUM       | 12       | EA   | \$ 26,500.00  | \$ 318,000.00 | 12                        | -              | -                 | 12                 | \$ 318,000.00        |
| 8.24              | TxDOT 6058    | BBU SYSTEM (EXTERNAL BATT CABINET)          | 3        | EA   | \$ 12,000.00  | \$ 36,000.00  | 0                         | -              | -                 | 0                  | \$ -                 |
| 8.25              | ---           | GRIDSMART CAMERA                            | 3        | EA   | \$ 39,100.00  | \$ 117,300.00 | 0                         | -              | -                 | 0                  | \$ -                 |
| 8.26              | ---           | CAT5 ETHERNET CABLE                         | 170      | EA   | \$ 3.50       | \$ 595.00     | 170                       | -              | -                 | 170                | \$ 595.00            |
| Subtotal =        |               |                                             |          |      |               | \$ 885,237.50 | \$ 753,687.50             |                |                   |                    |                      |
| Item 9: Amenities |               |                                             |          |      |               |               |                           |                |                   |                    |                      |
| 9.01              | ---           | Excavation of base for planters (24" depth) | 551      | CY   | \$ 40.00      | \$ 22,040.00  | 185                       | -              | -                 | 185                | \$ 7,400.00          |
| 9.02              | ---           | Remove existing trees                       | 10       | EA   | \$ 79.30      | \$ 793.00     | 10                        | -              | -                 | 10                 | \$ 793.00            |
| 9.03              | TxDOT 450     | TxDOT Handrail PRD-13 Type C                | 434      | LF   | \$ 99.80      | \$ 43,313.20  | 279                       | -              | -                 | 279                | \$ 27,844.20         |
| 9.04              | ---           | Gateway Columns                             | 8        | EA   | \$ 23,200.00  | \$ 185,600.00 | 0                         | -              | -                 | 0                  | \$ -                 |
| 9.05              | TxDOT 170     | Irrigation System                           | 1        | LS   | \$ 140,000.00 | \$ 140,000.00 | 0.80                      | -              | -                 | 0.80               | \$ 112,000.00        |
| 9.06              | TxDOT 192     | Tree (30 gal)                               | 18       | EA   | \$ 515.00     | \$ 9,270.00   | 18                        | -              | -                 | 18                 | \$ 9,270.00          |
| 9.07              | TxDOT 192     | Tree (65 gal)                               | 25       | EA   | \$ 773.00     | \$ 19,325.00  | 17                        | -              | -                 | 17                 | \$ 13,141.00         |
| 9.08              | TxDOT 192     | Shrub (7 gal)                               | 104      | EA   | \$ 77.30      | \$ 8,039.20   | 104                       | -              | -                 | 104                | \$ 8,039.20          |
| 9.09              | TxDOT 192     | Shrub (5 gal)                               | 134      | EA   | \$ 51.50      | \$ 6,901.00   | 104                       | -              | -                 | 104                | \$ 5,356.00          |
| 9.10              | TxDOT 192     | Shrub (3 gal)                               | 200      | EA   | \$ 30.90      | \$ 6,180.00   | 77                        | -              | -                 | 77                 | \$ 2,379.30          |
| 9.11              | TxDOT 192     | Shrub (1 gal)                               | 112      | EA   | \$ 15.50      | \$ 1,736.00   | 86                        | -              | -                 | 86                 | \$ 1,333.00          |
| 9.12              | TxDOT 192     | Bermuda Sod                                 | 4,414    | SF   | \$ 0.88       | \$ 3,884.32   | 4,414                     | -              | -                 | 4,414              | \$ 3,884.32          |
| 9.13              | TxDOT 160     | Imported Topsoil                            | 551      | CY   | \$ 49.40      | \$ 27,219.40  | 185                       | -              | -                 | 185                | \$ 9,139.00          |
| 9.14              | TxDOT 529     | 12" Concrete Stand Up Curb (Planter Boxes)  | 2,290    | LF   | \$ 77.60      | \$ 177,704.00 | 1,572                     | -              | -                 | 1,572              | \$ 121,987.20        |
| 9.15              | ---           | Paver-grate tree grates (1,081 sf)          | 27       | EA   | \$ 2,700.00   | \$ 72,900.00  | 13                        | -              | -                 | 13                 | \$ 35,100.00         |
| 9.16              | TxDOT 192     | Bed Prep                                    | 7,443    | SF   | \$ 0.88       | \$ 6,549.84   | 5,017                     | -              | -                 | 5,017              | \$ 4,414.96          |
| 9.17              | TxDOT 192     | 3/4" Rock Mulch                             | 6,362    | SF   | \$ 1.80       | \$ 11,451.60  | 5,017                     | -              | -                 | 5,017              | \$ 9,030.60          |
| 9.18              | ---           | Banner Pole                                 | 14       | EA   | \$ 1,000.00   | \$ 14,000.00  | 14                        | -              | -                 | 14                 | \$ 14,000.00         |

| Item No.                                | Specification | Item Description                                                            | Quantity | Unit | Unit Price   | Total Price                | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |                 |
|-----------------------------------------|---------------|-----------------------------------------------------------------------------|----------|------|--------------|----------------------------|---------------------------|----------------|-------------------|--------------------|----------------------|-----------------|
|                                         |               |                                                                             |          |      |              | Subtotal = \$ 756,906.56   |                           |                |                   |                    |                      | \$ 385,111.78   |
| Item 10: Grant Eligible Items           |               |                                                                             |          |      |              |                            |                           |                |                   |                    |                      |                 |
| 10.01                                   | ---           | Decorative Benches                                                          | 10       | EA   | \$ 803.00    | \$ 8,030.00                | 10                        | -              | -                 | 10                 | \$ 8,030.00          |                 |
| 10.02                                   | ---           | Bike Racks                                                                  | 5        | EA   | \$ 747.00    | \$ 3,735.00                | 5                         | -              | -                 | 5                  | \$ 3,735.00          |                 |
| 10.03                                   | ---           | Stone benches/seating                                                       | 174      | LF   | \$ 258.00    | \$ 44,892.00               | 146                       | -              | -                 | 146                | \$ 37,668.00         |                 |
| 10.04                                   | ---           | Trash receptacles                                                           | 5        | EA   | \$ 2,060.00  | \$ 10,300.00               | 5                         | -              | -                 | 5                  | \$ 10,300.00         |                 |
| 10.05                                   | TxDOT 104     | Remove Concrete (Sidewalk)                                                  | 6,325    | SY   | \$ 33.60     | \$ 212,520.00              | 6,361                     | -              | -                 | 6,361              | \$ 213,729.60        |                 |
| 10.06                                   | TxDOT 110     | Excavation                                                                  | 1,730    | CY   | \$ 87.80     | \$ 151,894.00              | 1,730                     | -              | -                 | 1,730              | \$ 151,894.00        |                 |
| 10.07                                   | TxDOT 247     | Embankment (Final)(Ord Comp)(TY A) FL BS (CMP IN PLC)(TY A GR1-2)(FNAL POS) | 1,447    | CY   | \$ 75.00     | \$ 108,532.50              | 0                         | -              | -                 | 0                  | \$ -                 |                 |
| 10.08                                   | TxDOT 192     | Shade Trees at Rest Areas (65 gal)                                          | 7        | EA   | \$ 773.00    | \$ 5,411.00                | 7                         | -              | -                 | 7                  | \$ 5,411.00          |                 |
| 10.09                                   | TxDOT 531     | 6" Concrete Sidewalk with Broom Finish (P-01 and P-11)                      | 13,574   | SF   | \$ 18.10     | \$ 245,689.40              | 0                         | -              | -                 | 0                  | \$ -                 |                 |
| 10.10                                   | TxDOT 531     | 6" Concrete Sidewalks with Sand Blasted Finish 3'x3' (P-02)                 | 9,134    | SF   | \$ 13.90     | \$ 126,962.60              | 0                         | -              | -                 | 0                  | \$ -                 |                 |
| 10.11                                   | TxDOT 531     | 6" Concrete Sidewalks with Sand Blasted Finish 5'x5' (P-03)                 | 38,704   | SF   | \$ 13.50     | \$ 522,504.00              | 0                         | -              | -                 | 0                  | \$ -                 |                 |
| 10.12                                   | TxDOT 528     | Integral Colored Stamped 6" Concrete Sidewalks (Wood Grain Finish) (P-04)   | 11,692   | SF   | \$ 19.80     | \$ 231,501.60              | 11,692                    | -              | -                 | 11,692             | \$ 231,501.60        |                 |
| 10.13                                   | TxDOT 528     | Integral Colored Stamped 7" Concrete Crosswalks (Brick Pattern)             | 5,384    | SF   | \$ 19.70     | \$ 106,064.80              | 5,384                     | -              | -                 | 5,384              | \$ 106,064.80        |                 |
| 10.14                                   | 610           | 23' Strenberg Aluminium Pole with single light fixture                      | 17       | EA   | \$ 15,800.00 | \$ 268,600.00              | 17                        | -              | 4                 | 13                 | \$ 205,400.00        |                 |
| 10.15                                   | 416           | 30" Drill Shaft Foundation                                                  | 17       | EA   | \$ 3,030.00  | \$ 51,510.00               | 16                        | -              | 3                 | 13                 | \$ 39,390.00         |                 |
| 10.16                                   | 620           | #2 AWG                                                                      | 3,500    | LF   | \$ 3.75      | \$ 13,125.00               | 4,640                     | -              | -                 | 4,640              | \$ 17,400.00         |                 |
| 10.17                                   | 620           | #8 AWG                                                                      | 1,750    | LF   | \$ 1.50      | \$ 2,625.00                | 2,320                     | -              | -                 | 2,320              | \$ 3,480.00          |                 |
| 10.18                                   | 618           | 2" PVC conduit                                                              | 1,600    | LF   | \$ 3.30      | \$ 5,280.00                | 2,320                     | -              | -                 | 2,320              | \$ 7,656.00          |                 |
| 10.19                                   | 618           | Trenching and backfill                                                      | 1,600    | LF   | \$ 17.00     | \$ 27,200.00               | 2,320                     | -              | -                 | 2,320              | \$ 39,440.00         |                 |
| 10.20                                   | 624           | 11x17 Inground Pullbox                                                      | 4        | EA   | \$ 1,520.00  | \$ 6,080.00                | 4                         | -              | -                 | 4                  | \$ 6,080.00          |                 |
| 10.21                                   | TxDOT 528     | ADA Pavers                                                                  | 1,106    | SF   | \$ 11.60     | \$ 12,829.60               | 1,106                     | -              | -                 | 1,106              | \$ 12,829.60         |                 |
| 10.22                                   | TxDOT 531     | Curb Ramp (TY 1)                                                            | 28       | EA   | \$ 1,650.00  | \$ 46,200.00               | 28                        | -              | -                 | 28                 | \$ 46,200.00         |                 |
| 10.23                                   | ---           | 6" Wide Trench Drain with Slip Resistant Grate Cover (ADA accessible)       | 300      | LF   | \$ 264.00    | \$ 79,200.00               | 300                       | -              | -                 | 300                | \$ 79,200.00         |                 |
| 10.24                                   | TxDOT 666     | Refl Pav Mrk Ty 1 (BIKE SYM) (SURF PREP subsidiary)                         | 16       | EA   | \$ 485.00    | \$ 7,760.00                | 16                        | -              | -                 | 16                 | \$ 7,760.00          |                 |
| 10.25                                   | TxDOT 666     | Refl Pav Mrk Ty 1 (BIKE ARW) (SURF PREP subsidiary)                         | 4        | EA   | \$ 269.00    | \$ 1,076.00                | 4                         | -              | -                 | 4                  | \$ 1,076.00          |                 |
| 10.26                                   | TxDOT 666     | Refl Pav Mrk Ty 1 (BIKE CHEV) (SURF PREP subsidiary)                        | 12       | EA   | \$ 175.00    | \$ 2,100.00                | 12                        | -              | -                 | 12                 | \$ 2,100.00          |                 |
| 10.27                                   | TxDOT 687     | PEDESTAL POLE ASSEMBLY                                                      | 12       | EA   | \$ 3,540.00  | \$ 42,480.00               | 12                        | -              | -                 | 12                 | \$ 42,480.00         |                 |
| 10.28                                   | TxDOT 688     | PED DETECT PUSH BUTTON (APS)                                                | 24       | EA   | \$ 1,010.00  | \$ 24,240.00               | 24                        | -              | -                 | 24                 | \$ 24,240.00         |                 |
| 10.29                                   | TxDOT 688     | PED DETECTOR CONTROLLER UNIT                                                | 3        | EA   | \$ 5,050.00  | \$ 15,150.00               | 3                         | -              | -                 | 3                  | \$ 15,150.00         |                 |
| 10.30                                   | TxDOT 682     | PED SIG SEC (LED) (COUNTDOWN)                                               | 24       | EA   | \$ 884.00    | \$ 21,216.00               | 24                        | -              | -                 | 24                 | \$ 21,216.00         |                 |
|                                         |               |                                                                             |          |      |              | Subtotal = \$ 2,404,708.50 |                           |                |                   |                    |                      | \$ 1,339,431.60 |
| Item 11: Pestrian Ramp (Grant Eligible) |               |                                                                             |          |      |              |                            |                           |                |                   |                    |                      |                 |
| 11.01                                   | ---           | Excavation & Fill                                                           | 150      | CY   | \$ 20.00     | \$ 3,000.00                | 1,550                     | -              | -                 | 1,550              | \$ 31,000.00         |                 |
| 11.02                                   | ---           | Backfill/Compact                                                            | 110      | CY   | \$ 12.00     | \$ 1,320.00                | 110                       | -              | -                 | 110                | \$ 1,320.00          |                 |
| 11.03                                   | ---           | Level & Grade For Excavation                                                | 8,000    | SF   | \$ 0.29      | \$ 2,320.00                | 8,000                     | -              | -                 | 8,000              | \$ 2,320.00          |                 |
| 11.04                                   | ---           | Crushed Stone Base                                                          | 50       | TONS | \$ 35.00     | \$ 1,750.00                | 50                        | -              | -                 | 50                 | \$ 1,750.00          |                 |
| 11.05                                   | TxDOT 531     | 12" CONCRETE MOW CURB                                                       | 163      | LF   | \$ 21.70     | \$ 3,537.10                | 163                       | -              | -                 | 163                | \$ 3,537.10          |                 |



| Item No.                                                                                                 | Specification | Item Description                                   | Quantity | Unit | Unit Price   | Total Price   | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |
|----------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------|----------|------|--------------|---------------|---------------------------|----------------|-------------------|--------------------|----------------------|
| 11.06                                                                                                    | TxDOT 423     | CONCRETE BLOCK RETAINING WALL                      | 5,000    | FF   | \$ 28.80     | \$ 144,000.00 | 5,730                     | -              | -                 | 5,730              | \$ 165,024.00        |
| 11.07                                                                                                    | ---           | CONCRETE BLOCK RETAINING WALL FOOTING              | 1,500    | SF   | \$ 12.40     | \$ 18,600.00  | 1,533.33                  | -              | -                 | 1,533              | \$ 19,013.29         |
| 11.08                                                                                                    | ---           | PRE-MANUFACTURED PEDESTRIAN BRIDGE                 | 1        | EA   | \$ 43,300.00 | \$ 43,300.00  | 1                         | -              | -                 | 1                  | \$ 43,300.00         |
| 11.09                                                                                                    | ---           | STEEL BOLLARD                                      | 4        | EA   | \$ 1,130.00  | \$ 4,520.00   | 4                         | -              | -                 | 4                  | \$ 4,520.00          |
| 11.10                                                                                                    | TxDOT 531     | 6" Concrete Sidewalk with handrails                | 3,305    | SF   | \$ 18.10     | \$ 59,820.50  | 3,305                     | -              | 485               | 2,820              | \$ 51,042.00         |
| 11.11                                                                                                    | TxDOT 531     | 6" Concrete Sidewalk with Broom Finish             | 2,171    | SF   | \$ 14.10     | \$ 30,611.10  | 3,637                     | -              | -                 | 3,637              | \$ 51,281.70         |
| 11.12                                                                                                    | TxDOT 450     | TxDOT HANDRAIL PRD-13 TYPE E                       | 652      | LF   | \$ 118.00    | \$ 76,936.00  | 588                       | -              | -                 | 588                | \$ 69,384.00         |
| 11.13                                                                                                    | TxDOT 450     | TxDOT HANDRAIL PRD-13 TYPE B                       | 170      | LF   | \$ 90.60     | \$ 15,402.00  | 170                       | -              | -                 | 170                | \$ 15,402.00         |
| Subtotal =                                                                                               |               |                                                    |          |      |              | \$ 405,116.70 | \$ 458,894.09             |                |                   |                    |                      |
| Add/Alternate 1: Tree Lighting Conduit and Lines                                                         |               |                                                    |          |      |              |               |                           |                |                   |                    |                      |
| AA.101                                                                                                   | ---           | 2" PVC Conduit                                     | 3,780    | LF   | \$ 3.10      | \$ 11,718.00  | 3,780                     | -              | -                 | 3,780              | \$ 11,718.00         |
| AA.102                                                                                                   | ---           | Trenching and Backfill                             | 607      | LF   | \$ 21.30     | \$ 12,929.10  | 607                       | -              | -                 | 607                | \$ 12,929.10         |
| Subtotal =                                                                                               |               |                                                    |          |      |              | \$ 24,647.10  | \$ 24,647.10              |                |                   |                    |                      |
| Contingencies - Change Order #3 - Water Line Relocate                                                    |               |                                                    |          |      |              |               |                           |                |                   |                    |                      |
| CO3.01                                                                                                   | ---           | Remove & Replace Watermain                         | 60       | LF   | \$ 108.70    | \$ 6,522.00   | 60                        | -              | -                 | 60                 | \$ 6,522.00          |
| CO3.02                                                                                                   | ---           | Remove Gas Mains                                   | 60       | LF   | \$ 28.20     | \$ 1,692.00   | 60                        | -              | -                 | 60                 | \$ 1,692.00          |
| Subtotal =                                                                                               |               |                                                    |          |      |              | \$ 8,214.00   | \$ 8,214.00               |                |                   |                    |                      |
| Contingencies - Change Order #5 - Change in Base Material, Stairwell Removal, and Elevator Shaft Removal |               |                                                    |          |      |              |               |                           |                |                   |                    |                      |
| CO5.01                                                                                                   | ---           | EXCAVATION (10")                                   | 4,102    | CY   | \$ 22.90     | \$ 93,935.80  | 4,102                     | -              | -                 | 4,102              | \$ 93,935.80         |
| CO5.02                                                                                                   | ---           | 8" FL BS (CMP IN PLC)(TY A GR1-2)(FNAL POS)        | 3,294    | CY   | \$ 75.00     | \$ 247,050.00 | 0                         | -              | -                 | 0                  | \$ -                 |
| CO5.03                                                                                                   | ---           | PRIME COAT (AE-P)                                  | 3,108    | GAL  | \$ 6.77      | \$ 21,041.16  | 3,108                     | -              | -                 | 3,108              | \$ 21,041.16         |
| CO5.04                                                                                                   | ---           | REMOVE RAILING                                     | 68       | LF   | \$ 4.08      | \$ 277.44     | 68                        | -              | -                 | 68                 | \$ 277.44            |
| CO5.05                                                                                                   | ---           | REMOVE PIPE                                        | 34       | LF   | \$ 4.08      | \$ 138.72     | 34                        | -              | -                 | 34                 | \$ 138.72            |
| CO5.06                                                                                                   | ---           | SAWCUT AND REMOVE STAIRWAY                         | 1        | LS   | \$ 8,416.46  | \$ 8,416.46   | 1                         | -              | -                 | 1                  | \$ 8,416.46          |
| CO5.07                                                                                                   | ---           | FURNISH & INSTALL CMU WALL                         | 152      | SF   | \$ 26.58     | \$ 4,040.16   | 152                       | -              | -                 | 152                | \$ 4,040.16          |
| CO5.08                                                                                                   | ---           | WATERPROOF WALL                                    | 152      | SF   | \$ 2.90      | \$ 440.80     | 152                       | -              | -                 | 152                | \$ 440.80            |
| CO5.09                                                                                                   | ---           | FILL SHAFT WITH FLOWABLE FILL                      | 45.04    | CY   | \$ 254.29    | \$ 11,453.22  | 45                        | -              | -                 | 45.04              | \$ 11,453.22         |
| Subtotal =                                                                                               |               |                                                    |          |      |              | \$ 386,793.76 | \$ 139,743.76             |                |                   |                    |                      |
| Contingencies - Change Order #6 - Flex Base Unit Change and Area Abandonments                            |               |                                                    |          |      |              |               |                           |                |                   |                    |                      |
| CO6.01                                                                                                   | ---           | PROCESS AND COMPACT FL BS (TY A GR1-2)(FNAL POS)   | 50       | CY   | \$ 49.33     | \$ 2,466.50   | 50                        | -              | -                 | 50                 | \$ 2,466.50          |
| CO6.02                                                                                                   | ---           | F & I CMU WALL (TRUST BUILDING)                    | 56.24    | SF   | \$ 26.58     | \$ 1,494.86   | 56                        | -              | -                 | 56                 | \$ 1,494.86          |
| CO6.03                                                                                                   | ---           | WATERPROOF WALL (TRUST BUILDING)                   | 144.08   | SF   | \$ 2.90      | \$ 417.83     | 144                       | -              | -                 | 144                | \$ 417.83            |
| CO6.04                                                                                                   | ---           | FILL AREAWAY WITH FLOWABE FILL (TRUST BUILDING)    | 33.33    | CY   | \$ 254.29    | \$ 8,475.49   | 33                        | -              | -                 | 33                 | \$ 8,475.49          |
| CO6.05                                                                                                   | ---           | SAWCUT & REMOVE TOP SLAB FOR ACCESS                | 1        | LS   | \$ 500.00    | \$ 500.00     | 1                         | -              | -                 | 1                  | \$ 500.00            |
| CO6.06                                                                                                   | ---           | F & I CMU WALL (MAN STORE)                         | 59.22    | SF   | \$ 26.85     | \$ 1,590.06   | 59                        | -              | -                 | 59                 | \$ 1,590.06          |
| CO6.07                                                                                                   | ---           | WATERPROOF WALL (MAN STORE)                        | 156      | SF   | \$ 2.90      | \$ 452.40     | 156                       | -              | -                 | 156                | \$ 452.40            |
| CO6.08                                                                                                   | ---           | FILL AREAWAY WITH FLOWABLE FILL (MAN STORE)        | 39.48    | CY   | \$ 254.29    | \$ 10,039.37  | 39                        | -              | -                 | 39                 | \$ 10,039.37         |
| CO6.09                                                                                                   | ---           | FL BS (CMP IN PLC)(TY A GR1-2)(NOT GRANT ELIGIBLE) | 5929.2   | TON  | \$ 41.66     | \$ 247,010.47 | 5,929.2                   | -              | -                 | 5,929.2            | \$ 247,010.47        |

| Item No.                        | Specification | Item Description                                             | Quantity | Unit | Unit Price   | Total Price   | Previous Revised Quantity | Add Quantities | Deduct Quantities | Revised Quantities | Adjusted Total Price |
|---------------------------------|---------------|--------------------------------------------------------------|----------|------|--------------|---------------|---------------------------|----------------|-------------------|--------------------|----------------------|
| CO6.09*                         | ---           | FL BS (CMP IN PLC)(TY A GR1-2) (GRANT ELIGIBLE)              | 2604.6   | TON  | \$ 41.66     | \$ 108,507.64 | 2,604.6                   | -              | -                 | 2,604.6            | \$ 108,507.64        |
| Subtotal =                      |               |                                                              |          |      |              | \$ 272,446.98 |                           |                |                   |                    | \$ 380,954.61        |
| Contingencies - Change Order #7 |               |                                                              |          |      |              |               |                           |                |                   |                    |                      |
| 10.09a                          | ---           | 6" CONCRETE SIDEWALK WITH BROOM FINISH                       | 39,834   | SF   | \$ 13.90     | \$ 553,692.60 | 39,834                    | -              | -                 | 39,834             | \$ 553,692.60        |
| CO7.01                          | ---           | NYLOPLAST DRAIN BASIN TIE-IN                                 | 1        | LS   | \$ 3,090.07  | \$ 3,090.07   | 1                         | -              | -                 | 1                  | \$ 3,090.07          |
| CO7.02                          | ---           | NYLOPLAST DRAIN BASIN MATERIAL                               | 1        | EA   | \$ 2,421.13  | \$ 2,421.13   | 1                         | -              | -                 | 1                  | \$ 2,421.13          |
| CO7.03                          | ---           | ADD-A-BRANCH KIT FOR 18" CURB INLET (2'x3' RECT)             | 1        | EA   | \$ 793.82    | \$ 793.82     | 1                         | -              | -                 | 1                  | \$ 793.82            |
| CO7.04                          | ---           | RISER, STREET GRATE, & FRAME FOR 18" CURB INLET (2'x3' RECT) | 1        | EA   | \$ 2,009.11  | \$ 2,009.11   | 1                         | -              | -                 | 1                  | \$ 2,009.11          |
| CO7.05                          | ---           | CREDIT FOR INLET CASTINGS (RING & LID)                       | -2       | EA   | \$ 601.70    | \$ (1,203.40) | (2)                       | -              | -                 | -2                 | \$ (1,203.40)        |
| CO7.06                          | ---           | ROD IRON FENCE (5' HEIGHT)(BLACK)                            | 120      | LF   | \$ 136.13    | \$ 16,335.60  | 120                       | -              | -                 | 120                | \$ 16,335.60         |
| CO7.07                          | ---           | ROD IRON FENCE (42" HEIGHT)(BLACK)                           | 55       | LF   | \$ 130.63    | \$ 7,184.38   | 55                        | -              | -                 | 55                 | \$ 7,184.38          |
| CO7.08                          | ---           | F & I CMU WALL (6 VOIDS)                                     | 164.0    | SF   | \$ 26.85     | \$ 4,403.40   | 164.0                     | -              | -                 | 164.0              | \$ 4,403.40          |
| CO7.09                          | ---           | WATERPROOF WALL (6 VOIDS)                                    | 164.0    | SF   | \$ 2.90      | \$ 475.60     | 164.0                     | -              | -                 | 164.0              | \$ 475.60            |
| CO7.10                          | ---           | FILL AREAWAY WITH FLOWABLE FILL (6 VOIDS)                    | 27.9     | CY   | \$ 254.29    | \$ 7,094.69   | 27.9                      | -              | -                 | 27.9               | \$ 7,094.69          |
| CO7.11                          | ---           | ADDITIONAL TREE REMOVAL                                      | 2.00     | EA   | \$ 1,100.00  | \$ 2,200.00   | 2                         | -              | -                 | 2                  | \$ 2,200.00          |
| CO7.12                          | ---           | RAISE ROOF DRAIN AT HOUSE OF FIFI DUBOIS                     | 1.00     | EA   | \$ 2,648.66  | \$ 2,648.66   | 1                         | -              | -                 | 1                  | \$ 2,648.66          |
| Subtotal =                      |               |                                                              |          |      |              | \$ 42,604.40  |                           |                |                   |                    | \$ 601,145.66        |
| Contingencies - Change Order #9 |               |                                                              |          |      |              |               |                           |                |                   |                    |                      |
| CO9.01                          | ---           | CAST-IN-PLACE CONCRETE STEPS                                 | 1        | LS   | \$ 47,052.81 | \$ 47,052.81  | 1                         | -              | -                 | 1                  | \$ 47,052.81         |
| CO9.02                          | TxDOT 610     | 30' Strenberg Pole w/ Fixtures - Material Only               | 7        | EA   | \$ 11,063.30 | \$ 77,443.10  | 6                         | -              | -                 | 6                  | \$ 66,379.80         |
| CO9.03                          | 610           | 23' Strenberg Pole w/ Fixtures - Materials Only              | 3        | EA   | \$ 6,766.50  | \$ 20,299.50  | 4                         | -              | -                 | 4                  | \$ 27,066.00         |
| Subtotal =                      |               |                                                              |          |      |              | \$ 129,999.53 |                           |                |                   |                    | \$ 140,498.61        |

| Contract Adjustment                  |           |                                  |                 |
|--------------------------------------|-----------|----------------------------------|-----------------|
| Original Contract Completion Date:   | 7/16/2022 | Original Contract Sum            | \$ 8,892,361.87 |
| Original Contract Construction Days: | 550       |                                  |                 |
| Prior Days Added:                    | 0         | Total Sum after Changer Order #1 | \$ 7,689,905.99 |
| Days Added this Change Order:        | 71        |                                  |                 |
| Revised Contract Construction Days:  | 621       | Total Sum after Changer Order #2 | \$ 7,536,605.99 |
| Revised Contract Completion Date:    | 9/25/2022 |                                  |                 |
|                                      |           | Total Sum after Changer Order #3 | \$ 7,544,819.99 |
|                                      |           |                                  |                 |
|                                      |           | Total Sum after Change Order #4  | \$ 7,575,940.89 |
|                                      |           |                                  |                 |
|                                      |           | Total Sum after Change Order #5  | \$ 7,465,872.89 |
|                                      |           |                                  |                 |
|                                      |           | Total Sum after Change Order #6  | \$ 7,525,106.84 |
|                                      |           |                                  |                 |
|                                      |           | Total Sum after Change Order #7  | \$ 7,539,534.46 |
|                                      |           |                                  |                 |
|                                      |           | Total Sum after Change Order #8  | \$ 7,588,971.75 |
|                                      |           |                                  |                 |
|                                      |           | Total Change Order Amount        | \$ (76,919.89)  |
|                                      |           |                                  |                 |
|                                      |           | Total Sum After Change Order     | \$ 7,512,051.86 |
|                                      |           |                                  |                 |

| Approval                                         |         |                 |
|--------------------------------------------------|---------|-----------------|
| <b>Contractor:</b>                               |         | <b>Comments</b> |
| Date:                                            |         |                 |
| Signed                                           | Printed |                 |
| <b>City of San Angelo, Engineering Services:</b> |         |                 |
| Date:                                            |         |                 |
| Signed                                           | Printed |                 |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Jeffrey Tomlinson, Purchasing Manager, Purchasing, 3256574220

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider awarding PUR-01-22 (Rebid) Work Uniforms and Apparel to Unifirst Corp. and authorizing the City Manager to negotiate and execute all related documents (Jeff Tomlinson)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Consider awarding PUR 01-22 (Rebid) Work Uniforms and Apparel to Unifirst Corp. and authorizing the City Manager to negotiate and execute all related documents.

## **Funding Source(s):**

## **Financial Impact:**

Please see the Unifirst column on the Bid tab for the price breakdown.

## **Other Information/Recommendation:**

All COSA departments will be able to Utilize the Work Uniform & Apparel agreement with Unifirst.

## **Attachments:**

- |    |                                            |                                                |
|----|--------------------------------------------|------------------------------------------------|
| 1. | 01 PUR-01-22 Work Uniforms and Apparel (1) | 01 PUR-01-22 Work Uniforms and Apparel (1).pdf |
| 2. | PUR-01-22 Bid Tabulation                   | PUR-01-22 Bid Tabulation.pdf                   |

## **Presentation:**

Jeff Tomlinson

## **Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Jeffrey Tomlinson | Created/Initiated |
| Jeffrey Tomlinson | Approved          |
| Tina Dierschke    | Approved          |
| Brandon Dyson     | Approved          |
| Julia Antilley    | Final Approval    |





# City of San Angelo

## REQUEST FOR BIDS

---

**RFB PUR-01-22 • Purchasing Division**  
*Work Uniforms and Apparel*

**SUBMITTAL DEADLINE:** [AVAILABLE ON CITY OF SAN ANGELO - BONFIRE](#)

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903

## TABLE OF CONTENTS

*This Table of Contents is intended as an aid and not as a comprehensive listing of the Bid package. Vendors are responsible for reading the entire Bid package and complying with all specifications.*

| <b>Section</b>                                      | <b>Page</b> |
|-----------------------------------------------------|-------------|
| <b>1. INVITATION TO BID .....</b>                   | <b>1</b>    |
| 1.1 GENERAL .....                                   | 1           |
| 1.2 CONFIDENTIALITY .....                           | 1           |
| 1.3 DOCUMENT AVAILABILITY .....                     | 1           |
| 1.4 INSURANCE AND INDEMNIFICATION REQUIREMENTS..... | 1           |
| 1.5 INTERPRETATIONS.....                            | 1           |
| 1.6 REQUIRED RESPONSE .....                         | 1           |
| 1.7 DEADLINE AND DELIVERY LOCATION.....             | 1           |
| 1.8 ADDENDA .....                                   | 2           |
| 1.9 COPIES OF BID TABULATION RESULTS .....          | 2           |
| 1.10 AWARD OF CONTRACT.....                         | 2           |
| 1.11 ACCEPTANCE OF BID CONTENT.....                 | 2           |
| 1.12 EQUAL EMPLOYMENT OPPORTUNITY.....              | 2           |
| 1.13 POINTS OF CONTACT .....                        | 2           |
| <b>2. INSTRUCTIONS TO VENDORS.....</b>              | <b>3</b>    |
| 2.1 RESTRICTIONS ON COMMUNICATIONS .....            | 3           |
| 2.2 CORRECTIONS, ADDITIONS, OR DELETIONS .....      | 3           |
| 2.3 SPECIFICATIONS .....                            | 3           |
| 2.4 SUBSTITUTIONS.....                              | 3           |
| 2.5 MATERIALS .....                                 | 3           |
| 2.6 BID ITEMS.....                                  | 4           |
| 2.7 AUTHORIZED SIGNATURE .....                      | 4           |
| 2.8 MODIFICATION OR WITHDRAWAL OF BIDS .....        | 4           |
| 2.9 PRICES .....                                    | 4           |
| 2.10 DELIVERY DATE .....                            | 4           |
| 2.11 DEFAULT IN DELIVERY.....                       | 4           |
| 2.12 DELIVERY TIMES .....                           | 4           |
| 2.13 EVALUATION FACTORS.....                        | 5           |
| 2.14 DISQUALIFICATION.....                          | 5           |
| 2.15 RESERVATIONS.....                              | 5           |
| 2.16 AWARD OF CONTRACT.....                         | 5           |
| 2.17 PARTIAL AWARD .....                            | 5           |
| 2.18 ACCEPTANCE .....                               | 5           |
| 2.19 TAXES .....                                    | 5           |
| <b>3. TERMS AND CONDITIONS.....</b>                 | <b>6</b>    |
| 3.1 ORDER PLACEMENT .....                           | 6           |
| 3.2 SHIPMENT UNDER RESERVATION PROHIBITED .....     | 6           |
| 3.3 TITLE AND RISK OF LOSS .....                    | 6           |
| 3.4 DELIVERY TERMS AND TRANSPORTATION CHARGES.....  | 6           |

|           |                                                     |           |
|-----------|-----------------------------------------------------|-----------|
| 3.5       | NO REPLACEMENT OF DEFECTIVE TENDER.....             | 6         |
| 3.6       | PLACE OF DELIVERY .....                             | 6         |
| 3.7       | INVOICES AND PAYMENTS .....                         | 6         |
| 3.8       | GRATUITIES .....                                    | 6         |
| 3.9       | SPECIAL TOOLS AND TEST EQUIPMENT .....              | 7         |
| 3.10      | WARRANTY-PRICE .....                                | 7         |
| 3.11      | WARRANTY-PRODUCT .....                              | 7         |
| 3.12      | SAFETY WARRANTY.....                                | 7         |
| 3.13      | NO WARRANTY BY CITY AGAINST INFRINGEMENTS .....     | 7         |
| 3.14      | RIGHT OF INSPECTION.....                            | 7         |
| 3.15      | CANCELLATION.....                                   | 8         |
| 3.16      | TERMINATION .....                                   | 8         |
| 3.17      | FORCE MAJEURE .....                                 | 8         |
| 3.18      | ASSIGNMENT-DELEGATION.....                          | 8         |
| 3.19      | WAIVER.....                                         | 8         |
| 3.20      | MODIFICATIONS .....                                 | 8         |
| 3.21      | INTERPRETATION-PAROL EVIDENCE .....                 | 8         |
| 3.22      | APPLICABLE LAW .....                                | 8         |
| 3.23      | ADVERTISING .....                                   | 8         |
| 3.24      | RIGHT TO ASSURANCE .....                            | 9         |
| 3.25      | EQUAL EMPLOYMENT OPPORTUNITY.....                   | 9         |
| 3.26      | CONFLICT OF INTEREST .....                          | 9         |
| 3.27      | CERTIFICATE OF INTERESTED PARTIES (FORM 1295) ..... | 9         |
| 3.28      | TAXES AND PERMITS .....                             | 10        |
| 3.29      | EXAMINATION OF CONTRACT DOCUMENTS.....              | 10        |
| 3.30      | LEGAL VENUE .....                                   | 10        |
| 3.31      | FUNDS – PRICE .....                                 | 10        |
| 3.32      | CLAIMS FOR OVERCHARGES .....                        | 10        |
| 3.33      | PIGGY-BACK PROCUREMENTS .....                       | 10        |
| 3.34      | PRICE ESCALATION.....                               | 10        |
| 3.35      | TIME OF PERFORMANCE .....                           | 11        |
| <b>4.</b> | <b>SPECIFICATIONS .....</b>                         | <b>12</b> |
| 4.1       | LIQUIDATED DAMAGES.....                             | 12        |
| <b>5.</b> | <b>BID REQUIREMENTS .....</b>                       | <b>13</b> |



## **1. INVITATION TO BID**

### **1.1 General**

The City of San Angelo Purchasing Division is requesting bids for the purchase of work uniforms and apparel. The City provides uniforms to employees who work in a customer service environment that deals primarily with the public or are at significant risk of damaging their personal clothing as a result of performing work for the City. It is the City's goal to provide uniforms that reflect an orderly and professional organization.

### **1.2 Confidentiality**

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

### **1.3 Document Availability**

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at <https://cosatx.bonfirehub.com/>. To locate the documents on the Bonfire Portal, go to:

**Open Public Opportunities > RFB: PUR-01-22 / Work Uniforms and Apparel**

### **1.4 Insurance and Indemnification Requirements**

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

### **1.5 Interpretations**

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division through [Bonfire](#), City's e-Procurement Platform. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the Bonfire Project Page. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

### **1.6 Required Response**

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

### **1.7 Deadline and Delivery Location**

RFB submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal ([Bonfire](#))**. The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline will not be considered.

**IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO ENSURE THAT THE RFB SUBMITTAL ARRIVES VIA BONFIRE BY THE SPECIFIED DEADLINE. WE RECOMMEND GIVING YOURSELF AMPLE TIME TO COMPLETE ANY BID TABLES OR QUESTIONAIRES.**



### **1.8 Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's e-Procurement Portal ([Bonfire](#)). Respondents should **acknowledge any addenda as part of their submission in Bonfire**. Respondent is responsible for checking the City's e-Procurement Platform (Bonfire) to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the respondent's risk.

### **1.9 Copies of Bid Tabulation Results**

To obtain Bid Tabulation results, download the file in City's e-Procurement Portal ([Bonfire](#)) at least 24 hours after the close date.

### **1.10 Award of Contract**

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

### **1.11 Acceptance of Bid Content**

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

### **1.12 Equal Employment Opportunity**

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

### **1.13 Points of Contact**

**Jessica Pirkle, Specialist**  
Purchasing Division  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903  
[sapurch@cosatx.us](mailto:sapurch@cosatx.us)  
(325) 657-4219

**Jeffrey Tomlinson, Manager**  
Purchasing Division  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903



## 2. INSTRUCTIONS TO VENDORS

### 2.1 Restrictions on Communications

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

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Vendors may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered;

It is required that all questions be sent using the City's online portal, [Bonfire](#). Questions submitted and the City's responses will be published in the form of addenda to the Project Page in Bonfire. Respondent is responsible for calling the City or reviewing the Bonfire Project Page to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding.

4. Vendors may provide responses to questions asked of them after responses are received and opened.
5. Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

### 2.2 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the RFB will be in the form of a written addendum.

### 2.3 Specifications

The specifications herein shall be the basis of comparison. Where a definite item is specified, it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Vendors are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

### 2.4 Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified.

**Variation from the specification must be noted in bid by vendor. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each vendor, if not bidding on specified equipment, is required to furnish with the bid, a complete detailed description, and specifications of each item upon which they are bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the vendor, if requested, at the vendor's expense. Each sample must be marked with vendor's name, address, and RFB reference. Approval of substitute "or equal" items remains with the City, and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

### 2.5 Materials

The vendor certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.



## **2.6 Bid Items**

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

## **2.7 Authorized Signature**

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

## **2.8 Modification or Withdrawal of Bids**

Bids can only be altered using the online Bonfire Portal system. Bids may be withdrawn before the closing time and date using the Bonfire Portal. After the closing time and date a bid can only be withdrawn with acceptable reason in writing and with approval of the Purchasing Division.

## **2.9 Prices**

Vendor is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

## **2.10 Delivery Date**

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

## **2.11 Default in Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the Vendor shall give prior notice to the Purchasing Division who shall have the right to extend the delivery date, if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy, shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting Vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

## **2.12 Delivery Times**

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hour notice to the receiving department is required to eliminate delays in delivery.





### **2.13 Evaluation Factors**

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City:

- A. the purchase price, including reasonable payment discounts;
- B. the reputation of the vendor and of the vendor's goods or services;
- C. the quality of the vendor's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the vendor's past relationship with the City;
- F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. the total long-term cost to the City to acquire the vendor's goods or services; and,
- H. Any other relevant factor specifically listed in the request for bids.

### **2.14 Disqualification**

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

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

### **2.15 Reservations**

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

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

### **2.16 Award of Contract**

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

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

### **2.17 Partial Award**

Vendors may furnish pricing for all or any portion of the bid invitation. **UNLESS** vendor specifies otherwise in its bid, the City may award contracts for any item or group of items listed.

### **2.18 Acceptance**

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

### **2.19 Taxes**

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



### **3. TERMS AND CONDITIONS**

#### **3.1 Order Placement**

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

#### **3.2 Shipment under Reservation Prohibited**

Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### **3.3 Title and Risk of Loss**

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

#### **3.4 Delivery Terms and Transportation Charges**

F.O.B. destination, unless delivery terms are specified in vendor's bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

#### **3.5 No Replacement of Defective Tender**

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and vendor will not have the right to substitute a conforming tender. Where the time for performance has not yet expired, the vendor may reasonably notify City of its intention to cure and may then make a conforming tender within the contract time.

#### **3.6 Place of Delivery**

The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". The terms of this agreement are "no arrival, no sale".

#### **3.7 Invoices and Payments**

Contractor Seller shall submit separate invoices, in duplicate, on each purchase order after or at the time of each delivery. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (PUR-01-22), and must indicate the Purchase Order number. Invoices shall be in itemized format and shall list transportation charges, if any, separately. Payment shall not be due until the above instruments are submitted on or after delivery.

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

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

#### **3.8 Gratuities**

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



### **3.9 Special Tools and Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the vendor as such.

### **3.10 Warranty-Price**

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

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

### **3.11 Warranty-Product**

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

### **3.12 Safety Warranty**

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

### **3.13 No Warranty by City against Infringements**

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

### **3.14 Right of Inspection**

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.



### **3.15 Cancellation**

City shall have the right to cancel for default all or any part of the undelivered portion of the order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

### **3.16 Termination**

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

### **3.17 Force Majeure**

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

### **3.18 Assignment-Delegation**

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

### **3.19 Waiver**

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

### **3.20 Modifications**

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

### **3.21 Interpretation-Parol Evidence**

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

### **3.22 Applicable Law**

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

### **3.23 Advertising**

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



### 3.24 Right to Assurance

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

### 3.25 Equal Employment Opportunity

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

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

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

### 3.26 Conflict Of Interest

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

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

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

### 3.27 Certificate of Interested Parties (Form 1295)

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

#### Filing Process:

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



Information regarding how to use the filing application and the application are both available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Instructional videos are available under the heading Instructional Videos for Business Entities.

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

### **3.28 Taxes and Permits**

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

### **3.29 Examination of Contract Documents**

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

### **3.30 Legal Venue**

Tom Green County, Texas

### **3.31 Funds – Price**

The vendor submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

### **3.32 Claims for Overcharges**

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

### **3.33 Piggy-Back Procurements**

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this bid.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this bid. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

### **3.34 Price Escalation**

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide the City a thirty (30) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and should not exceed an annual increase of 4% of the originally quoted cost.



**CITY OF SAN ANGELO, TEXAS**

**PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903

325.657.4219 • [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

The City Manager or their designee may approve a contract term extension with or without a price increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the City Manager or their designee. If no agreement is reached, the City may re-bid the contract.

**3.35 Time of Performance**

This supply agreement will be for one (1) year effective from the bid award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties.

The vendor must notify the City ninety (90) days prior to the end of each one (1) year term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination.





#### **4. SPECIFICATIONS**

- A. All materials and dyes used are expected to last through at least a one-year period under normal use and proper maintenance.
- B. All City-purchased uniforms/apparel must have the City logo. Jeans must have "City of San Angelo" embroidered on front left pocket.
- C. Additional patches on work-uniform type clothing are at the discretion of the Division Manager and subject to internal policies.
- D. Patches must be supplied by and attached by the vendor.
- E. Embroidery must be done by the vendor.
- F. Vendor must accept a purchase order for method of payment at the time of ordering. Vendor will submit an invoice to the ordering division with delivery of order. Payment of POs will be processed by the ordering division within 30 days of receipt of items/invoice.
- G. The products will be ordered on an as-needed basis and based on availability of funds.
- H. All deliveries must include an invoice and/or packing slip with order detail.
- I. Vendor will deliver all required quantities at the bid price during the terms of this agreement. Any items charged at a higher price than bid price will require a corrected invoice be sent to the ordering division before payment will be processed.
- J. The City shall have the option to pick up uniform product(s) from the vendor (if local).
- K. The City anticipates award of the contract(s) for the materials as per these specifications. Please provide catalogs.
- L. Articles must be bundled separately and clearly identifiable for the employees.
- M. The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

##### **4.1 Liquidated Damages**

If materials are not delivered by the promised delivery date, the City may elect to charge a 1.5% late charge for each item that is 30 days past the promised delivery date. All orders shall be shipped complete.





## 5. BID REQUIREMENTS

Please submit all items in Bonfire:

- ☐ Bid Table
- ☐ Contact Information Form
- ☐ IRS Form W-9
- ☐ Conflict of Interest Questionnaire
- ☐ Debarment and Suspension Certification
- ☐ Disclosure of Certain Relationships Form
- ☐ Local Preference Consideration Application & Economic Impact Details (optional)
- ☐ Prohibited Contracts Form
- ☐ Special Insurance Rider
- ☐ COI
- ☐ Vendor Compliance on Reciprocity on Non-Resident Vendors

At council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

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



**RFB Bid Tabulation**

PUR-01-22 REBID • Uniforms & Apparel

Thursday, May 12, 2022

|                                                                                                                                                                             | Barisimo<br>Clothing Co. | Bay Promo, LLC  | Cintas          | Just Right<br>Products | Rite Choice<br>Uniforms, Inc | Trinity Enterprise<br>Group LLC | UnifiFirst Corp. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|-----------------|------------------------|------------------------------|---------------------------------|------------------|
| Work Uniform Shirt - Short Sleeve                                                                                                                                           | \$28.00                  | \$10.70         | \$21.99         | \$13.00                | \$13.95                      | \$36.54                         | \$8.74           |
| Oxford-style Shirt - Short Sleeve                                                                                                                                           | \$50.00                  | \$24.60         | \$26.99         | \$15.65                | \$18.95                      | \$36.54                         | \$11.60          |
| Executive-style Shirt - Short Sleeve                                                                                                                                        | \$50.00                  | \$20.70         | \$28.99         | \$18.83                | \$19.95                      | \$36.54                         | \$14.86          |
| Polo-style Shirt - Short Sleeve                                                                                                                                             | \$28.00                  | \$11.25         | \$18.99         | \$15.00                | \$13.95                      | \$33.58                         | \$12.00          |
| T-shirt - Short Sleeve                                                                                                                                                      | \$20.00                  | \$4.70          | \$8.99          | \$5.00                 | \$6.95                       | \$14.86                         | \$4.63           |
| Work Uniform Shirt - Long Sleeve                                                                                                                                            | \$28.00                  | \$21.70         | \$23.99         | \$15.00                | \$15.95                      | \$34.88                         | \$10.31          |
| Oxford-style Shirt - Long Sleeve                                                                                                                                            | \$50.00                  | \$21.70         | \$28.99         | \$16.92                | \$19.95                      | \$34.88                         | \$12.66          |
| Executive-style Shirt - Long Sleeve                                                                                                                                         | \$50.00                  | \$26.00         | \$30.99         | \$18.83                | \$21.95                      | \$34.88                         | \$15.89          |
| Polo-style Shirt - Long Sleeve                                                                                                                                              | \$30.00                  | \$14.55         | \$20.99         | \$17.56                | \$18.95                      | \$26.58                         | \$15.10          |
| T-shirt - Long Sleeve                                                                                                                                                       | \$28.00                  | \$7.70          | \$10.49         | \$8.25                 | \$8.95                       | \$16.78                         | \$8.24           |
| Work Pants                                                                                                                                                                  | \$70.00                  | \$21.45         | \$24.99         | \$22.56                | \$15.95                      | \$44.80                         | \$14.32          |
| Jeans                                                                                                                                                                       | \$85.00                  | \$33.50         | \$24.99         | \$24.50                | \$22.95                      | \$36.93                         | \$14.76          |
| Shorts                                                                                                                                                                      | \$50.00                  | \$20.70         | \$22.99         | \$24.25                | \$14.95                      | \$35.47                         | \$11.56          |
| Light Jacket                                                                                                                                                                | \$80.00                  | \$18.50         | \$27.99         | \$34.00                | \$39.95                      | \$43.18                         | \$25.99          |
| Heavy Jacket                                                                                                                                                                | \$85.00                  | \$48.00         | \$64.99         | \$75.00                | \$41.95                      | \$142.00                        | \$38.18          |
| Rain Jacket                                                                                                                                                                 | \$100.00                 | \$39.25         | \$44.99         | \$35.00                | \$69.95                      | \$47.18                         | \$24.58          |
| Coveralls                                                                                                                                                                   | \$100.00                 | \$86.45         | \$62.99         | \$42.00                | \$29.95                      | \$56.00                         | \$22.23          |
| Caps                                                                                                                                                                        | \$40.00                  | \$4.50          | \$12.99         | \$4.98                 | \$5.95                       | \$8.00                          | \$3.62           |
| City of San Angelo Seal Embroidery - one color                                                                                                                              | \$10.00                  | \$15.00         | \$2.95          | \$3.75                 | \$7.95                       | \$20.72                         | \$3.25           |
| City of San Angelo Embroidery (jeans only) - one color                                                                                                                      | \$15.00                  | \$20.00         | \$2.95          | \$3.75                 | \$7.95                       | \$20.72                         | \$4.25           |
| Patch                                                                                                                                                                       | \$20.00                  | \$12.00         | \$2.95          | \$6.00                 | \$7.95                       | 0                               | \$3.25           |
| Screen Printing                                                                                                                                                             | \$20.00                  | \$9.00          | \$2.95          | \$2.79                 | \$7.95                       | \$10.48                         | \$3.25           |
| <b>TOTAL</b>                                                                                                                                                                | <b>\$1,037.00</b>        | <b>\$491.95</b> | <b>\$520.12</b> | <b>\$422.62</b>        | <b>\$432.90</b>              | <b>\$771.54</b>                 | <b>\$283.27</b>  |
| Percentage discount off of catalog items not listed on Bid Table                                                                                                            | 1%                       | 0               | 15%             | 10%                    | 20%                          | 20%                             | 30%              |
| Delivery days after receipt of Purchase Order (Delivery date should be the number of Calendar Days for delivery promised for items from date of PO receipt/order placement) | 45-60 days               | 20-35 days      | 30              | 14 business days       | 30                           | -                               | 30 Days          |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider awarding Task Order #5 under ES-06-19 Professional Services RFQ to Kimley Horn and Associates, Inc. for the amount of \$2,110,500, for engineering design services of Christoval Rd. from Paint Rock Rd. to S. Chadbourne St. and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

## **Staff Recommendation:**

Accept

## **Summary/History:**

The City of San Angelo solicited a scope and fee from Kimley Horn and Associates, Inc. for the engineering design of improvements to Christoval Road from Paint Rock Road to S. Chadbourne Street. This street segment was ranked as one of the top rehabilitation projects in the 2015 Fugro Street Study.

Under the approved scope, Christoval Road will be fully reconstructed from Paint Rock Road to S. Chadbourne Street, and will include water and wastewater infrastructure improvements, data collection, geotechnical exploration, right-of-way survey, QA/QC, and drainage studies. The project will also involve drainage improvements along the corridor as well as installation of a sidewalk and ADA elements along the entire length of this segment. In preparation for future grant opportunities, this project will also consist of improvements to the roadway and pedestrian elements along Penrose and Fort McKavett Road that connect to Glenmore Elementary. The Penrose and Fort McKavett Road items will be a bid-alternative in the final plans so the projects can be bid separately if necessary.

## **Funding Source(s):**

| Fund:           | Account:           | Project Number: | Amount Budgeted: |
|-----------------|--------------------|-----------------|------------------|
| 526 Street Bond | 526-3200-800.07-30 |                 | \$911,147.06     |
| 260 Water       | 260-4400-800.07-30 |                 | \$423,284.48     |
| 270 Sewer       | 270-5400-800.07-30 |                 | \$419,980.68     |
| 240 Storm Water | 240-5800-800.07-30 |                 | \$356,087.78     |

## **Financial Impact:**

Funding for these services are budgeted in FY'22 from the Street Rehabilitation Bond Program, Storm Water Fund, as well as Water and Wastewater Fund.

**Other Information/Recommendation:**

Staff recommends awarding Task Order #5 to Kimley Horn and Associates, Inc. under ES-06-19 Engineering Design Services.

**Attachments:**

**Presentation:**

Patrick Frerich

**Approvals/Reviews:**

|                     |                   |
|---------------------|-------------------|
| Charles Michalewicz | Created/Initiated |
| Kevin Pate          | Approved          |
| Shane Kelton        | Approved          |
| Theresa James       | Approved          |
| Jeffrey Tomlinson   | Approved          |
| Tina Dierschke      | Approved          |
| Julia Antilley      | Final Approval    |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Consider a resolution authorizing the City Manager to submit a proposal and application for a Defense Community Infrastructure Pilot Program Grant for projects along Christoval Rd. with a local match not to exceed \$6,500,000 and negotiate and execute all related documents (Patrick Frerich)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The Department of Defense and the Office of Local Defense is providing an opportunity for state and local governments or not-for-profit, member-owned utility services to obtain funding with a minimum 30% local match to address deficiencies in community infrastructure supportive of military installations. The City of San Angelo has identified projects along Christoval Road from Avenue L to South Chadbourne Street to make roadway, signalized intersection, water main, sewer main, and pedestrian/bicycle improvements that directly support the parameters of the available, competitive grant.

Christoval Road was already included in the list of prioritized roads in the 2015 Fugro Street Study and was earmarked for rehabilitation using street bond funds. As a part of the proposed project, Christoval Road from Avenue L to South Chadbourne Street will be reconstructed to allow improved access to Goodfellow Airforce Base. Improvements will also include enhanced drainage facilities to ensure passability during rain events, as well as installation of dedicated pedestrian and bicycle elements that do not currently exist. Additionally, the project will include replacement of the underground water and sewer utility infrastructure. These improvements will ensure sustainability and resiliency of the base as well as enhance quality-of-life and safety for the soldiers.

## **Funding Source(s):**

| Fund: | Account: | Project Number: | Amount Budgeted: |
|-------|----------|-----------------|------------------|
| 528   |          |                 | \$2,795,000      |
| 240   |          |                 | \$1,105,000      |
| 260   |          |                 | \$1,300,000      |
| 270   |          |                 | \$1,300,000      |

## **Financial Impact:**

Funds for the required match are available in the street use bond issues, water fund, wastewater fund, and stormwater fund.

**Other Information/Recommendation:**

City staff recommends authorizing the City Manager to submit a proposal and application for, accept award of, and execute any documents related to the Defense Community Infrastructure Pilot Program Grant with authorization of a local contribution not to exceed \$6,5000,000.

**Attachments:**

- |    |                                                       |                                                            |
|----|-------------------------------------------------------|------------------------------------------------------------|
| 1. | Resolution authorizing grant application - 2022.06.07 | Resolution authorizing grant application - 2022.06.07.docx |
| 2. | DCIP fact sheet 2022-05-09                            | DCIP fact sheet 2022-05-09.pdf                             |
| 3. | Google Aerial - 2022.06.07                            | Google Aerial - 2022.06.07.jpg                             |

**Presentation:**

Patrick Frerich

**Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Patrick Frerich   | Created/Initiated |
| Patrick Frerich   | Approved          |
| Shane Kelton      | Approved          |
| Brandon Dyson     | Approved          |
| Jeffrey Tomlinson | Approved          |
| Tina Dierschke    | Approved          |
| Brandon Dyson     | Approved          |
| Julia Antilley    | Final Approval    |

**A RESOLUTION OF THE SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSAL AND APPLICATION FOR GRANT FUNDS FROM THE DEPARTMENT OF DEFENSE AND THE OFFICE OF ECONOMIC ADJUSTMENT TO BE USED FOR PROJECTS ALONG CRISTOVAL ROAD FROM AVENUE L TO SOUTH CHADBOURNE STREET**

**WHEREAS**, the Department of Defense and the Office of Local Defense are providing an opportunity for states and local governments to obtain funding to address deficiencies in community infrastructure supportive of military installations; and,

**WHEREAS**, the grants will provide part of the funding for public works projects along Cristoval Road from Avenue L to South Chadbourne Street that will allow the City to make roadway, signalized intersection, water main, sewer main, and pedestrian and bicycle trail improvements; and,

**WHEREAS**, the grant requires a local match of a minimum of 30 percent and will support infrastructure supportive of Goodfellow Airforce Base.

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

SECTION 1. That the City Manager is hereby authorized to apply for and accept grant funds from the Department of Defense and the Office of Economic Adjustment for the purposes stated above.

SECTION 2. That the local match shall not exceed \$6,500,000.

SECTION 3. The City Manager or his designee is hereby authorized and directed to execute such grant applications, agreements and related documents necessary for their application for the purposes stated.

PASSED and APPROVED this 7th day of June, 2022.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Shane Kelton, Director of Operations

\_\_\_\_\_  
Theresa James, City Attorney



# Defense Community Infrastructure Pilot Program Fact Sheet

The Defense Community Infrastructure Pilot Program (DCIP) is designed to address deficiencies in community infrastructure, supportive of a military installation, in order to enhance military value, installation resilience, and military family quality of life.

Section 2391(d) of Title 10, United States Code (10 U.S.C. 2391), authorizes the Secretary of Defense to “make grants, conclude cooperative agreements, and supplement funds available under Federal programs administered by agencies other than the Department of Defense,” for projects owned by a state or local government, or a not-for-profit, member-owned utility service to address deficiencies in community infrastructure supportive of a military installation.

DCIP is a competitive grant program administered by the Department of Defense Office of Local Defense Community Cooperation (OLDCC). Congress appropriated \$50 million for the program in FY20, which supported 16 projects, and \$60 million in FY21, which supported 13 additional projects. The Consolidated Appropriations Act for FY22 provides \$90 million for DCIP.

## FOR MORE INFORMATION

Sign up for email updates on DCIP and other OLDCC programs here: [public.govdelivery.com/accounts/USDODOLDCC/signup/14050](https://public.govdelivery.com/accounts/USDODOLDCC/signup/14050).

## WHO CAN APPLY

- State or local governments
- Entities other than those identified above may partner with an eligible entity

## ELIGIBLE PROJECTS

Eligible community infrastructure projects are any complete and useable transportation project, school, hospital, police, fire, emergency response, or other community support facility; or water, wastewater, telecommunications, electric, gas, or other utility project, that meets the following criteria:

- Supports a military installation;
- Will enhance military value, military installation resilience or military family quality of life at the supported military installation;
- Is endorsed by the local installation commander representing the installation benefitting from the proposed project; and,
- Is construction-ready.

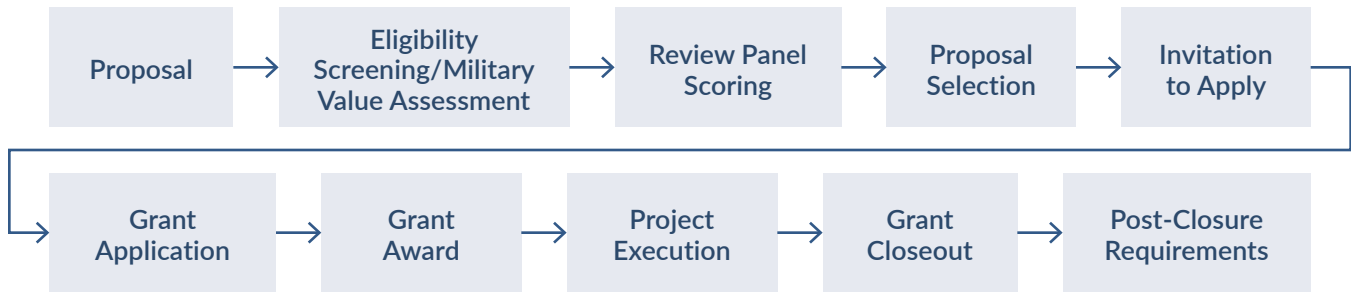
## APPLICATION PROCESS

- OLDCC published the FY22 DCIP Notice of Funding Opportunity (NOFO) on May 9, 2022, with proposals due on July 18, 2022.
- Proposals will be competitively reviewed, and successful proposers will be invited to submit a grant application.
- Grants must be awarded, counter-signed, and obligated to successful applicants **no later than 27 September 2022**.





## DCIP PROJECT LIFECYCLE



## IMPORTANT PROPOSAL CONSIDERATIONS

- *Projects must be construction-ready, all other funding must be secured, and DCIP funding must be the last-in to allow the community to complete the project.*
- Projects **must** break ground within 1 year, and be completed within 5 years.
- Proposals must demonstrate that required permitting will not delay ground breaking within 1 year of grant award.
- Projects **cannot** be located on military installation-owned or leased property.
- Applicant **must** demonstrate site control for the estimated useful life of the project.
- 30% matching share **is required**, with some exceptions for rural communities or national security designated projects as specified in the NOFO.
- Proposals **must** demonstrate a firm commitment and prior approval (including the source and availability) of match funding prior to consideration.
- DCIP funds **may** supplement, but **cannot** supplant other Federal programs. Use of other Federal funding as match **must** demonstrate allowability from the other Federal agency.
- The benefitting military installation **must** provide a letter of support for the project.
- The benefitting military installation is requested to provide technical review of the environmental analysis conducted by the grantee and support the OLDCC determination to assure compliance with the National Environmental Policy Act (NEPA).
- Ground disturbing work **cannot** commence until NEPA and necessary permitting is complete.
- DCIP grant funds can be applied to construction and equipment related costs required to execute the project. Soft planning costs required for the planning, design and execution of the proposed project are only allowable as a source of matching funds.
- Eligible costs **must** have been incurred after August 13, 2018.
- Project cost **must** be supported by an independent third party cost estimate prepared by a qualified entity other than the submitting organization or the primary architectural-engineering firm designing the project.
- Grant awards are subject to 2 C.F.R. part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- *Proposals not meeting the above criteria will be screened out from further consideration.*

This fact sheet is current as of May 9, 2022 and may be periodically updated as new program authorities are issued and changes made to program requirements. Interested communities should verify these conditions in the final NOFO. For additional information about the DCIP and all of OLDCC's programs, please visit our website: [oldcc.gov](https://oldcc.gov).

U.S. Department of Defense  
Office of Local Defense Community Cooperation  
2231 Crystal Drive, Suite 520  
Arlington, VA 22202  
(703) 697-2130





E Ave L

Era St

Paint Rock Rd

Paint Rock Rd

Christoval Rd

Fort McKavett Rd

River Oaks St

Goodfellow Air Force Base

Christoval Rd

Goodfellow Visitor Center

S Chadbourne St



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services, 325-657-4210 Ext. 15

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Second reading of an amendment to Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance," creating a new Section 205 "Site Plan Review," which codifies the site plan review process to ensure compliance with recent changes in state law (Jon James)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

This amendment codifies the existing site plan review process, which is the process by which new non-residential and multi-family developments are reviewed for compliance with ordinance requirements prior to issuance of building permits. In the past, the site plan review process was part of the building permit application. However, recently this has been split into two processes to allow more flexibility for the developer. This process has always functioned as an ad-hoc process that was not well defined in the ordinance, which this amendment remedies. This amendment also includes provisions that ensure that we are compliant with recent changes to state law. Finally, it also distinguishes between "minor site plans" and "major site plans" which clarifies the triggers and requirements for each.

These changes have been reviewed and discussed with the Development Task Force, a voluntary bi-monthly meeting with the development community, and staff modified the recommendation based on input from that group and staff has not received any negative comments on the ordinance from the group. As noted below, this amendment was also recommended by the Planning Commission.

## **Funding Source(s):**

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

At their March 21, 2022 regular meeting, the Planning Commission recommended approval of this amendment by a unanimous vote of 7-0.

The City Council approved this item on First Reading at the May 17, 2022 meeting by a vote of 7-0.

## **Attachments:**

- |    |                                |                                    |
|----|--------------------------------|------------------------------------|
| 1. | Site Plan Review               | Site Plan Review.pdf               |
| 2. | Commercial Site Plan Checklist | Commercial Site Plan Checklist.pdf |
| 3. | Site Plan Only Application     | Site Plan Only Application.pdf     |
| 4. | Ordinance                      | (1).docx                           |
| 5. | Proposed Site Plan Ordinance   | (1).docx                           |

**Presentation:**

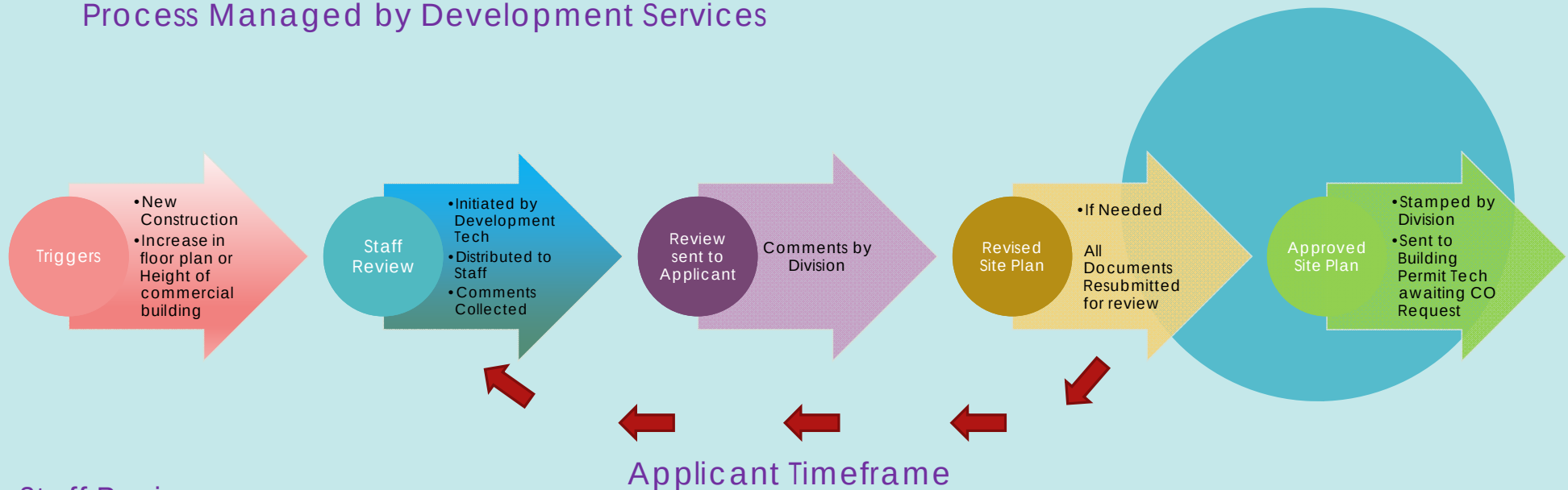
Jon James

**Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Aaron Vannoy    | Created/Initiated |
| Zachary Rainbow | Approved          |
| Jon James       | Approved          |
| Brandon Dyson   | Approved          |
| Jon James       | Approved          |
| Theresa James   | Approved          |
| Julia Antilley  | Final Approval    |

# Site Plan Review – 7 days

Process Managed by Development Services



Staff Review:

Planning

Water Utilities

Building Permits and Inspections

Fire Marshal's Office

Engineering

Streets

# COMMERCIAL SITE PLAN CHECKLIST

N/A

## The site plan must include:

- ☐ North arrow & page numbering (ex: 1 of 5) on each page.
- ☐ Plans are to be drawn to a standard architect or engineer scale. Text must be at least 3/32 in height or larger for clarity. Scale must be included on the plan.
- ☐ One digital copy by disk, thumb drive or direct load to software site.
- ☐ ☐ All existing & proposed buildings on the same site with their uses, & square footage clearly articulated. Also, include distances between buildings, & between buildings & property lines. If the site is a campus, contact [Development.services@cosatx.us](mailto:Development.services@cosatx.us)
- ☐ All property lines & platted building setback lines &/or setback lines prescribed by the zoning district.<sup>i</sup>
- ☐ ☐ Location of all refuse collection facilities. (N/A only if there are no such facilities)
- ☐ ☐ All existing public & private easements, & any proposed easements, with dimensions.
- ☐ ☐ Driveway approaches & parking (both existing & proposed) & drive lanes, all with dimensions. Also include a parking requirements table, including spaces for ADA requirements.<sup>ii</sup> If shared parking arrangement is desired, include shared parking analysis.<sup>iii</sup>
- ☐ Fire lanes/access<sup>iv</sup>, & hose lays<sup>v</sup>, with dimensions, the location of the two nearest fire hydrants & fire department connection locations, as well as remote secondary connection.
- ☐ ☐ Show names of streets adjacent to property, as well as adjacent street & alley widths (both pavement & right-of-way width). Also include location & width of all existing & proposed sidewalks.
- ☐ ☐ Show 30' vision clearance triangle<sup>vi</sup> at corners of intersections, as well as any obstructions within that area. (N/A only if site is not at an intersection)
- ☐ ☐ Show location, height, & type of existing & proposed fencing. (N/A only if no existing or proposed)
- ☐ ☐ Show height & location of freestanding signs, existing & proposed. (N/A only if no existing or proposed)
- ☐ ☐ Show legal description & building(s) address(es), & indication of the entrance for each building. If part of a shopping center or complex, include a location map of where the subject project is located within it.
- ☐ ☐ Indication of landscaping, to include all planting strips, trees, retaining walls & other improvements or alterations to the land that are proposed. (N/A only if none of these are proposed)
- ☐ ☐ Show flood plain boundaries and flood plain designations. (N/A if none exist on site)
- ☐ ☐ Label pavement types<sup>vii</sup> of both existing & proposed pavement.

**N/A**

**The utility plan must include:**

- ☐ All existing public & private easements, & any proposed easements, with dimensions.
- ☐ The size & location of any existing public & private utility lines & facilities.
- ☐ The size & location of any proposed utility lines, with dimensions.
- ☐ Any existing & proposed water meters (with sizes), existing & proposed water/sewer mains (with sizes), fire hydrants, valves, manholes (with sizes), cleanouts, existing utility poles, gas meters, pad mounted transformers, power pedestals, curb inlets (with sizes), dumpster pads, & light poles.

**The floor plan must include:**

- ☐ ☐ Proposed building use(s).
- ☐ ☐ Floor area devoted to each use. Include aisles, offices, restrooms, etc. If storage is included, the height of storage.
- ☐ ☐ Seating diagrams, for assembly occupancies<sup>viii</sup> only. (N/A only if occupancy is not an assembly.)
- ☐ ☐ Emergency & exit lighting. (N/A only if no interior work is being performed/proposed.)
- ☐ ☐ Fire extinguisher location(s) and type(s).

---

i City of San Angelo [Zoning Ordinance](#), Ch. 12, Exhibit "A", [Sec. 501.A](#) & [Sec. 502.B](#)

ii City of San Angelo Zoning Ordinance, Ch. 12, Exhibit "A", [Sec. 511](#); ADA parking requirements are located in [Table 1106.1](#) of the [2015 International Building Code](#) and are based upon the number of total parking provided.

iii Zoning Ordinance, Art. 5, [Sec. 511.E](#).

iv Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. At a minimum, roads shall be designed with improved two-course penetration or reinforced concrete. Other special surfaces may be accepted upon approval of the fire code official, the fire chief or his designee and are based on existing fire department access conditions, fire protection systems in buildings being served, manageable topography and use of the building being proposed. Any request for a special surface must be submitted in writing with a specified reason for the alternative surface, engineering specifications and maintenance plan for continued all weather driving capabilities.

v Any building or portion of a building shall be no more than 400 feet (122m) from a hydrant on a fire apparatus road, as measured by an approved route around the exterior of the facility or building. Additional distances may be accepted upon approval of the fire code official, the fire chief or his designee and will be based on the fire protection features of the building. Specifically the presence of automatic sprinkler systems and available water sources other than fire hydrants. Any request for additional distances beyond the minimum requirements must be submitted in writing detailing the reason for the request and how the existing distances meet the intent of the code.

vi City of San Angelo Zoning Ordinance, Ch. 12, Exhibit "A", [Sec. 510](#)

vii City of San Angelo Zoning Ordinance, Ch. 12, Exhibit "A", [Sec. 804](#), "Paved Surface or Paving"

viii Assembly occupancies include those for viewing of performing arts/motion pictures, food/drink consumption, worship, recreation, entertainment, spectator seating, and viewing of outdoor activities. Full descriptions outlined in [Section 303](#) of the 2015 International Building Code.



# City of San Angelo, Texas – Development Services

## Site Plan Development Application



**NOTE:** Incomplete applications will not be accepted. All required fields must be filled in adequately. Use "N/A" where an item is not applicable.

### Section 1: Basic Information

|                                                                                                                                                                                                                              |                                 |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------|
| <hr/> Address or proposed                                                                                                                                                                                                    | <hr/> Business Name or proposed |               |
| <hr/> Current Legal Description ( <i>can be found on property tax statement or at <a href="http://www.tomgreencad.com">www.tomgreencad.com</a></i> )                                                                         |                                 |               |
| Has a DRC/Consultation been done for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Valuation of Project: \$ <hr/>                                                                                   |                                 |               |
| <b>One Authorized Representative <u>must</u> be selected below as primary; however communication will be with all parties listed below. Communications regarding this application will be conducted primarily via email.</b> |                                 |               |
| Authorized Representative: <input type="checkbox"/> Tenant <input type="checkbox"/> Property Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Architect/Engineer/Design Professional                       |                                 |               |
| Tenant:                                                                                                                                                                                                                      |                                 |               |
| Name                                                                                                                                                                                                                         | Phone Number                    | Email Address |
| <hr/>                                                                                                                                                                                                                        |                                 |               |
| Property Owner:                                                                                                                                                                                                              |                                 |               |
| Name                                                                                                                                                                                                                         | Phone Number                    | Email Address |
| <hr/>                                                                                                                                                                                                                        |                                 |               |
| Contractor:                                                                                                                                                                                                                  |                                 |               |
| Name/Company/Contractor #                                                                                                                                                                                                    | Phone Number                    | Email Address |
| <hr/>                                                                                                                                                                                                                        |                                 |               |
| Architect/Engineer/Design Professional:                                                                                                                                                                                      |                                 |               |
| Name and Company Name                                                                                                                                                                                                        | Phone Number                    | Email Address |
| <hr/>                                                                                                                                                                                                                        |                                 |               |

### Section 2: Utility, Drainage & Easement Information

|        |                                                             |                       |
|--------|-------------------------------------------------------------|-----------------------|
| Water: | <input type="checkbox"/> City - requesting new services     | Proposed size? <hr/>  |
|        | <input type="checkbox"/> City - utilizing existing services | Existing size? <hr/>  |
|        | <input type="checkbox"/> Other                              | Please specify: <hr/> |
| Sewer: | <input type="checkbox"/> City - requesting new services     | Proposed size? <hr/>  |
|        | <input type="checkbox"/> City - utilizing existing services | Existing size? <hr/>  |
|        | <input type="checkbox"/> Other                              | Please specify: <hr/> |
|        | <input type="checkbox"/> Septic System                      | Lot size? <hr/>       |

(NOTE: Please see Tom Green County Health Department for Septic System Permit 325-658-1024)

Drainage: Is the total development/subdivision greater than one acre? ☐ Yes ☐ No

Will the impervious\* surface increase equal to or greater than 5%? ☐ Yes ☐ No

If both of the above conditions are "Yes," a drainage study will be required.

If one or both of the conditions above are "No," then a drainage study will be required at the discretion of Engineering Services based potential detrimental impacts to the drainage system and/or adjacent properties.

**Note:** \*Impervious: A term applied to a material through which water cannot pass, or through which water passes with great difficulty.

Are any off-site drainage, access or other types of easements necessary for this subdivision? ☐ Yes ☐ No

If yes, briefly describe each, including the use and size: 

---

---

---



### Section 3: Property Characteristics

Lot Size (Square Feet)

Lot Size (Acreage)

Street Name 1 Right-of-Way Width Paving Width

Street Name 2 Right-of-Way Width Paving Width

Street Name 3 Right-of-Way Width Paving Width

Street Name 4 Right-of-Way Width Paving Width

Existing Zoning:

☐ RS-1 ☐ RS-2 ☐ RS-3 ☐ RM-1 ☐ RM-2 ☐ PD (include case number: \_\_\_\_\_) ☐ R&E ☐ CN ☐ CO ☐ CG ☐ CG/CH  
☐ CBD ☐ OW ☐ ML ☐ MH

Is there currently an open application to rezone? ☐ Yes ☐ No

Is the property located, in whole or in part, within the designated *any* Districts (River Corridor, Cultural, or Downtown)? (map available at [www.cosatx.us/RCmap](http://www.cosatx.us/RCmap))

☐ Yes ☐ No

If yes, has the project been approved? ☐ Yes (attach a copy of the official letter of approval) ☐ No

Is the property located, in whole or in part, within a designated Historic District or overlaid with the local Historic Overlay (HO) designation? (map available at [www.cosatx.us/HDmap](http://www.cosatx.us/HDmap))

☐ Yes ☐ No

If yes, has the project been approved? ☐ Yes (attach a copy of the official letter of approval) ☐ No

Is the proposed project any of the following?

- ☐ Construction of a building comprising at least 25,000 square feet of gross floor area?
- ☐ Construction of a building comprising at least 10,000 square feet of gross floor area and which is located on the same lot as an existing building comprising at least 25,000 square feet of gross floor area?
- ☐ Construction of more than one principal building for multi-family residential use on a single lot or tract of land?
- ☐ Construction of more than one principal building for single-family or two-family residential use on a single lot or tract of land?

### Section 4: Land Use / Occupancy

Existing Use or Most Recent Use of Land: \_\_\_\_\_

Proposed Use of Land: \_\_\_\_\_

Does the Proposed Use Require a Conditional Use or Special Use? ☐ Yes ☐ No  
(For assistance, please consult [the Use Table](#) or contact the Planning Division at 657-4210, #2)

Existing Use or Most Recent Use of All Building(s) (if they exist): \_\_\_\_\_

Proposed Use of All Building(s): \_\_\_\_\_

Are there existing deed restrictions? ☐ Yes ☐ No

If yes, provide deed reference information: \_\_\_\_\_

The undersigned certifies that the above information is correct to the best of my knowledge and that I have read, fully understand and agree to abide by all applicable city ordinances and specifications. Additionally, I understand that there is a Site Plan Review fee as shown by the fee schedule and this fee is due at the time of submission.

Authorized Representative Signature \_\_\_\_\_ Digital \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Submitted to front desk: \_\_\_\_\_ Deemed preliminary complete: \_\_\_\_\_  
Date Date Time Initials

Received by Development Services Technician for completeness review: \_\_\_\_\_  
Date Time Initials

Completeness review passed? ☐ Yes \_\_\_\_\_ ☐ No \_\_\_\_\_  
De Date

If yes, when was application scheduled for staff review, if applicable? \_\_\_\_\_  
Date Initials

If no, when was rejection & list of deficiencies (attach copy) sent to Authorized Representative? \_\_\_\_\_  
Date Initials

Resubmittal received by Development Services Technician for completeness review: \_\_\_\_\_  
Date Initials

Completeness review passed? (Note: If resubmittal still incomplete after a second review, schedule appointment with Authorized Representative.)

☐ Yes \_\_\_\_\_ ☐ No \_\_\_\_\_  
Date Date

**Approvals required for this application:**

|                                     | Approval Date | Case Number | Notes |
|-------------------------------------|---------------|-------------|-------|
| Zoning Board of Adjustment          | _____         | _____       | _____ |
| Planning Commission                 | _____         | _____       | _____ |
| Design & Historic Review Comm.      | _____         | _____       | _____ |
| Urban Design Review                 | _____         | _____       | _____ |
| Construction Board of Adj & Appeals | _____         | _____       | _____ |
| City Council                        | _____         | _____       | _____ |

|                                                | Approval Date | Case Number | Notes |
|------------------------------------------------|---------------|-------------|-------|
| Staff approvals required for this application: |               |             |       |
| Planning Division                              | _____         | _____       | _____ |
| Engineering Services - Streets                 | _____         | _____       | _____ |
| Engineering Services - Utilities               | _____         | _____       | _____ |
| Fire Prevention                                | _____         | _____       | _____ |
| Stormwater                                     | _____         | _____       | _____ |
| Plan Reviewer                                  | _____         | _____       | _____ |

Permit Issued on: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Notes, Additional Comments, etc.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE 2022-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "ZONING ORDINANCE," ARTICLE 2 "DEVELOPMENT REVIEW," RELATING TO THE SITE PLAN REVIEW PROCESS BY REPLACING: SECTION 205 "RESERVED" WITH SECTION 205 "SITE PLAN," PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of San Angelo has adopted a Zoning Ordinance establishing a process for the adoption of zoning district boundaries and regulations; and,

**WHEREAS**, a site plan review process is necessary to ensure that development projects comply with City ordinance, including zoning and subdivision regulations; and,

**WHEREAS**, after having held a public hearing, considered public comment, and considered recommendations from City staff and Planning Commission, City Council desires to amend the Zoning Ordinance to provide for a site plan review process..

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO, TEXAS**

Section 1. CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "Zoning Ordinance," Section 205 "Reserved" of the City of San Angelo Code of Ordinances is hereby amended as shown on Exhibit A.

Section 2. The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 3. This Ordinance shall be effective on, from and after the date of adoption.

**INTRODUCED with public hearing the 17th day of May, 2022, and finally PASSED this 7th day of June, 2022.**

**THE CITY OF SAN ANGELO, TEXAS:**

\_\_\_\_\_  
Brenda Gunter, Mayor

**ATTEST:**

\_\_\_\_\_  
Julia Antilley, City Clerk

**APPROVED AS TO CONTENT:**

---

Jon James, Director of Planning and  
Development Services

**APPROVED AS TO FORM:**

---

Theresa James, City Attorney

**Amendments to Chapter 12. Planning and Development, Exhibit A. Zoning Ordinance Section 205**

**Replace Chapter 12. Planning and Development, Exhibit A. Zoning Ordinance Section 205 “Reserved” with the following:**

**Section 205. Site Plan Review**

- A. Purpose. The purpose of a Site Plan is to ensure that a development project is in compliance with all applicable City ordinances and requirements, including the requirement of this Zoning Ordinance and of the City's Land Development and Subdivision Ordinance, prior to commencement of construction. The purpose of this Section is not to create new substantive development requirements, but to establish a process to ensure that existing ordinance requirements are met.
- B. Applicability. This Section outlines when new development or an expansion to an existing, developed property is required to submit a site plan for review.
1. No permit for construction or expansion of a building or other structure shall be issued until a site plan, if required, including any required engineering or construction plans, has been submitted and approved in accordance with this Section.
  2. No certificate of occupancy, or other final approvals, shall be issued for such buildings or structures until all site improvements, as shown on the approved site plan or established in conditions of approval for the site plan, have been completed or otherwise guaranteed, as approved by the Planning Director.
  3. Unless otherwise excepted herein, nothing in this Section shall preclude a new development occurring on previously undeveloped property from having to comply with any applicable requirements within the Zoning Ordinance, Land Development and Subdivision Ordinance, or any other City code, ordinance, or construction standard.
  4. Triggers. New construction or expansions to an existing property that meet any of the following criteria shall trigger the requirement for a site plan and all of the improvements outlined in this Section, unless otherwise specified:
    - a. Construction of a new principal structure;
    - b. The conversion of a residential use or structure to a nonresidential use.
    - c. Expansion of an existing principal structure or expansion in land area of a use.
    - d. Any other development where the City's Zoning Ordinance or Land Development and Subdivision Ordinance specifically require site plan approval.
  5. Exceptions. A major site plan shall not be required for Single-family or two-family residential construction, including associated accessory structures. However, proposed non-residential structures, such as a clubhouse, private recreation facility, gated entrance or guardhouse, etc. will require site plan review and approval for those facilities if triggered above.
  6. Required Improvements. Any development that triggers a Major Site plan must comply with all relevant city ordinance, standards, and specifications, where required by ordinance,

except as modified below for a Minor Site Plan. This includes, but is not limited to, a review of the following in a Major Site Plan:

- a. Drive approaches, curb cuts, and driveway spacing
- b. Parking, including layout, striping, and surfacing requirements
- c. Curb and gutter
- d. Sidewalks and related pedestrian amenities
- e. Fire code requirements, including fire hydrants
- f. Screening, buffering, landscaping, and tree preservation
- g. Designated outdoor storage and outdoor display areas
- h. Fencing
- i. Lighting
- j. Location of freestanding signs
- k. Stormwater Management
- l. Flood Plain Management

7. Minor Site Plan.

a. A site plan is minor if it meets one of the following:

- i. Accessory use which is incidental to an established commercial development and which results in:
  - 1. No change in use, and
  - 2. No increased traffic or business activity or is only used for storage and/or warehousing, and
  - 3. No violation of height and placement standards contained within the Zoning Ordinance, and
  - 4. The gross floor area of a proposed structure or structures must be less than fifty (50) percent of the gross floor area of existing structures, and
  - 5. Which meets the current stormwater ordinance.
- ii. Construction of covered parking where parking already exists on an impervious surface. Said construction must result in no violation of height and placement standards contained in the Zoning Ordinance.

b. Minor site plans will be subject to review by the city staff but will be exempt from any requirement to bring unassociated site elements into conformance with current standards. Specific items from which the minor site plan will be exempted shall include:

- i. Construction of curb and gutter along an existing street.
  - ii. Modification of existing driveways or access unless additional access is proposed.
  - iii. Additional parking as long as the proposed improvement does not result in a shortage of required parking.
- C. Application. A complete application, fees, and any other required information for site plan review shall be submitted to the Planning Director or designee.
  1. Area to be included on a site plan. When the overall development project is to be developed in phases, the site plan area shall include only the portion of the overall property that is to be developed/constructed. However, any excluded area must be separately developable as a stand-alone site in the future. This provision shall not be interpreted to allow portions of a property to be excluded so as to avoid development standards, other requirements, or otherwise required improvements to the site.
  2. Submittal and Timing. A Site Plan shall be submitted prior to or in conjunction with a building permit application.
  3. Submission and Contents. The purpose of site plan review is to ensure compliance with all relevant city ordinance, codes, and other requirements. To ensure the submission of adequate information, the Planning Director shall maintain and distribute a checklist of specific requirements for Site Plan review applications. All applications and related contents shall be submitted consistent with these requirements. The authorized reviewer may request additional information to complete the application for review to meet the site plan requirements.
- D. Review Criteria. The Planning Director, in consultation with relevant City staff in other City departments, shall review the Site Plan for compliance with all applicable City ordinances including the site plan's compliance with all provisions of the City's development ordinances, including this Zoning Ordinance, the Land Development and Subdivision Ordinance, Sign Ordinance, and other applicable City ordinances.
- E. Review and Approval.
  1. The Planning Director or designee shall be the responsible official for reviewing Site Plan applications. The Planning Director shall consult with relevant staff from City departments, the Development Review Committee, for review and comments on a proposed Site Plan. Based on the review from all relevant departments, the Planning Director shall make the final decision on Site Plan approval.
  2. The Planning Director, or designee, based on input from the Development Review Committee, may reject review of a Site Plan until adequate information for its review is provided by the applicant. Resubmission of a Site Plan, in this instance, shall not require an additional application fee.



3. After completing the review of a Site Plan, the Planning Director, or designee, may take one of the following actions:
  - a. Approve the site plan;
  - b. Approve with conditions – in which case the site plan, along with a written list of conditions, together shall be considered the approved site plan;
  - c. Disapprove the site plan
    - i. If resubmitted with revisions within 60 days, no additional application or fee will be required for review,
    - ii. If resubmitted with revisions at 60 days to 180 days, a reduced fee of 50% of the normal site plan application fee shall be required,
    - iii. If resubmitted beyond 180 days, then a new application with standard fees shall be required.
4. The Planning Director, or designee, may approve issuance of permits following conditional Site Plan approval when it is deemed that the required corrections to the Site Plan are minor in nature. However, no Certificate of Occupancy shall be issued until an amended site plan meeting all conditions has been submitted and approved.
5. Prior to the issuance of a Certificate of Occupancy the Planning Director, or designee, shall inspect the site to ensure compliance with the Site Plan and any conditions imposed with the approval.

F. Revisions to an approved Site Plan.

1. Minor Revisions/Amendments: It is recognized that final architectural and engineering design may necessitate minor changes in the approved Site Plan. In such cases, the Planning Director, or designee, shall have the authority to approve minor revisions to an approved Site Plan. Such minor modifications shall be shown on an “amended Site Plan.” If revisions are such that the Planning Director decides that the revisions should be reviewed by the Development Review Committee, a new Site Plan application and review shall be required. For a revision/amendment to be considered minor, the changes shall not cause any of the following circumstances to occur:
  - a. An increase in the building footprint of any building(s) by more than 10%;
  - b. A reduction in the originally approved separations between buildings by more than 10%;
  - c. A reduction in the originally approved setbacks from property lines by more than 10%;
  - d. A reduction in the ratio of off-street parking and loading space to gross floor area in the structures;
  - e. A change that would result in a violation of a building code or city ordinance.

2. Major Revisions/Amendments: In the event of revisions that do not constitute minor revisions as set out in subsection (F)(1), a new Site Plan application must be submitted, reviewed, and approved.

G. Expiration and Extension.

1. An approved Site Plan shall be valid for a period of 18 months. An application for a building permit for the site, consistent with the site plan, will extend the validity of the site plan for 18 months from the date of the approved permit.
2. Prior to the lapse of approval for a Site Plan, the applicant may petition the Planning Director (in writing) for an extension of up to one year. If no petition for extension of Site Plan approval is submitted and granted, then the Site Plan shall be deemed to have expired and shall become null and void. Any new request for Site Plan approval shall be submitted with a new application form, with a new filing fee, and with new plans and materials in accordance with the procedures set forth in this Section.

H. Compliance & Responsibilities.

1. Duties and Responsible Parties.

- a. It shall be incumbent upon the Building Official, or designees, to make all inspections and certifications necessary to ensure that a structure is built in accordance with the approved Site Plan.
- b. In the event that the Building Official, or designees, finds that a condition or modification of the approved Site Plan or a provision of City Codes and Ordinances has not been met, they may issue a stop work order.
  - i. It shall be incumbent upon the contractor or developer to correct those items that are in violation before construction may resume.
  - ii. In the event that the structure has been completed, a Certificate of Occupancy shall not be issued by the Building Official until the conditions of the Site Plan or City Codes and Ordinances, as applicable, have been substantially fulfilled.
  - iii. All action required in order to bring a structure into compliance with the approved Site Plan shall be the responsibility of the property owner.
- c. Following issuance of the Certificate of Occupancy, it shall be the continuing duty of the owner and occupant of the site, or their successors in interest, to maintain compliance with the approved Site Plan and amendments thereto. Failure to maintain compliance shall constitute a violation of this Zoning Ordinance and may result in revocation of the Certificate of Occupancy.
- d. Site may not become less conforming. Any site that is not subject to an approved site plan, or is governed by a pre-existing site plan that does not conform to the

current standards of this Chapter, must maintain compliance with the standards within this Chapter to the extent that the site currently complies with those standards.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Consent Item

---

## **Caption:**

Second reading of ordinances on the following cases for property being 0.322 acres located at 3202 and 3206 Abilene St.:

1. CP22-03, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Neighborhood Center to Residential
2. Z22-09, a request for approval of a rezoning from the General Commercial to the Single-Family Residential zoning district (Jon James)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The applicant intends to build single-family homes on the lots and requires the Comprehensive Plan Amendment and associated rezoning to achieve this. The lots will comply with all required standards for the intended Single-Family Residential (RS-1) zoning. The lots are surrounded by other single-family homes to the west and north in the same block which are already zoned RS-1. Staff supports both requests.

## **Funding Source(s):**

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

On April 18, 2022, the Planning Commission voted unanimously 5-0 to approve both requests.

## **Attachments:**

- |                              |                               |
|------------------------------|-------------------------------|
| 1. CP22-03 & Z22-09 - REPORT | CP22-03 & Z22-09 - REPORT.pdf |
| 2. Ordinance (CP22-03)       | Ordinance (CP22-03).docx      |
| 3. Ordinance (Z22-09)        | Ordinance (Z22-09).docx       |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

Jon James  
Zachary Rainbow  
Brandon Dyson  
Julia Antilley

Created/Initiated  
Approved  
Approved  
Final Approval



## STAFF REPORT

Planning Commission: April 18<sup>th</sup>, 2022

City Council: 1<sup>st</sup> reading May 17<sup>th</sup>

2<sup>nd</sup> reading June 7<sup>th</sup>

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                                                                                                       |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------|--------------|
| <b>APPLICATION TYPE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       | <b>CASE:</b>                                                                                          |              |
| Zone Change                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       | CP22-03 & Z22-09: 3202 & 3206 Abilene St.                                                             |              |
| <b>SUMMARY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                                                                                                       |              |
| <p>a) A request for approval of an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Center to the Residential Future Land Use, for the property located at 3202 &amp; 3206 Abilene Street, lots 15 &amp; 16 totaling to 0.322 acres.</p> <p>b) A request for approval of a zone change from the General Commercial (CG) to the Single-Family Residential (RS-1) zoning district, for a property located at 3202 &amp; 3206 Abilene Street, being 0.322 acres.</p> |                       |                                                                                                       |              |
| <b>LOCATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       | <b>LEGAL DESCRIPTION:</b>                                                                             |              |
| <p>1. 3202 Abilene St, San Angelo, TX, 76901, USA</p> <p>2. 3202 Abilene St, San Angelo, TX, 76901, USA</p>                                                                                                                                                                                                                                                                                                                                                                                        |                       | <p>1. Lot: 15, Blk: 47, Subd: HATCHER ADDITION</p> <p>2. Lot: 16, Blk: 47, Subd: HATCHER ADDITION</p> |              |
| <b>SM DISTRICT / NEIGHBORHOOD:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>ZONE DISTRICT:</b> | <b>VISION PLAN:</b>                                                                                   | <b>SIZE:</b> |
| District 2 - <i>Tom Thompson</i><br>Neighborhood – <i>The Bluffs</i>                                                                                                                                                                                                                                                                                                                                                                                                                               | CG                    | Neighborhood Center                                                                                   | 0.322 acres  |
| <b>NOTIFICATIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                                                                                                       |              |
| 22 notification letters were mailed out to the relevant property owners of land within a 200-foot buffer.                                                                                                                                                                                                                                                                                                                                                                                          |                       |                                                                                                       |              |
| <b>THOROUGHFARE PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |                                                                                                       |              |
| <p><b>Abilene Street:</b> Local Road 50' ROW required (60' Existing), 40' pavement required (29' Existing)</p> <p><b>Alexander Street:</b> Local Road, 50' ROW required (60' Existing), 40' pavement required (28' Existing)</p>                                                                                                                                                                                                                                                                   |                       |                                                                                                       |              |
| <b>STAFF RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                                                                                                       |              |
| Staff recommends <u>approval</u> of CP22-03 & Z22-09: 3202 & 3206 Abilene St., being 0.322 acres.                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                                                                                                       |              |
| <b>PROPERTY OWNER/PETITIONER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                                                                                                       |              |
| Property Owner: <i>Czech Homes, LLC</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                                       |              |
| <b>STAFF CONTACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                                                                                                       |              |
| Rafael Alvarado<br>Planner<br>(325) 657-4210, Extension 1533<br><a href="mailto:rafael.alvarado@cosatx.us">rafael.alvarado@cosatx.us</a>                                                                                                                                                                                                                                                                                                                                                           |                       |                                                                                                       |              |

**Comprehensive Plan Amendments and Zone Changes:**

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 num. 1-7 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.
  - a) The application received was for a comprehensive plan amendment and zone change to make changes to how the land is designated for current and future use. The proposal is a rational and practical adjustment to the existing designations for the subject property. The changes to the zoning and vision plan that occurred to these properties in the early 2000's has left the property vacant ever since. The applicant intends to create detached dwelling units for residential use, which would match the existing surrounding land uses.
- 2) **Consistent with Zoning Ordinance:** Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.
  - a) The proposal would also require a comprehensive plan amendment, in addition to a zone change, in order to be consistent with the designation for future use. These two processes are set to be carried out in conjunction to become consistent with the zoning ordinance.
- 3) **Compatible with Surrounding Area:** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.
  - a) The surrounding area has been build up primarily as a single family residential (RS-1) neighborhood. There is a row of properties directly across the street to the North from the subject property that are being used as storage facilities, and have the requisite approvals to do so. Nevertheless, the majority of the surrounding land uses are residential and the position of this neighborhood with respect to the access from Houston Harte highway would make this a suitable and favorable place for residential development.
- 4) **Changed Conditions:** Whether and the extent to which there are changed conditions that require an amendment.
  - a) There was a zone change for these properties that abut the highway, about 20 years ago, that changed the zone district from RS-1 to CG (general commercial). The change in zoning could have been a major deterrent from development; and today we have received interest to develop residential, and not commercial as it currently stands.
- 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.
  - a) The proposal to construct residential development instead of commercial will significantly decrease the environmental impact that this area will receive. The establishment of these residences will fortify the neighborhood and add value to all its residents.
- 6) **Community Need:** Whether and the extent to which the proposed amendment addresses a demonstrated community need.



- a) The application for a zone change and comprehensive plan amendment that we received were with the intentions to construct single family detached dwelling units. The surrounding development would indicate the need to construct residential structures. The subject has sat vacant for 20 years with a commercial designation, so the community need points away from commercial development.
- 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.
- a) There are no major intersections near the subject property, but there sufficient throughput from local roads and collectors. Yet there is high traffic due to its proximity to the Houston Harte Highway, the surrounding development is already primarily residential in nature, and thus extending residential uses would fortify this entire area along the highway corridor.

**Recommendation:**

Staff's recommendation is for the Planning Commission to **recommend approval** the proposed zone change and comprehensive plan amendment CP22-03/Z22-09: A request for approval of an amendment to the Comprehensive Plan, changing certain lands from the Neighborhood Center to the Residential Future Land Use, and a request for approval of a zone change from the General Commercial (CG) to the Single-Family Residential (RS-1) zoning district, for a property located at 3202 & 3206 Abilene Street, being 0.322 acres

**Attachments:**

Staellite, Zone, Vision, and Notification Maps



### CP22-03: Satellite Imagery

#### 3202 & 3206 Abilene St.

Council District 2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 208 ft

### Legend

Subject Properties: —

Current Zone District: CG

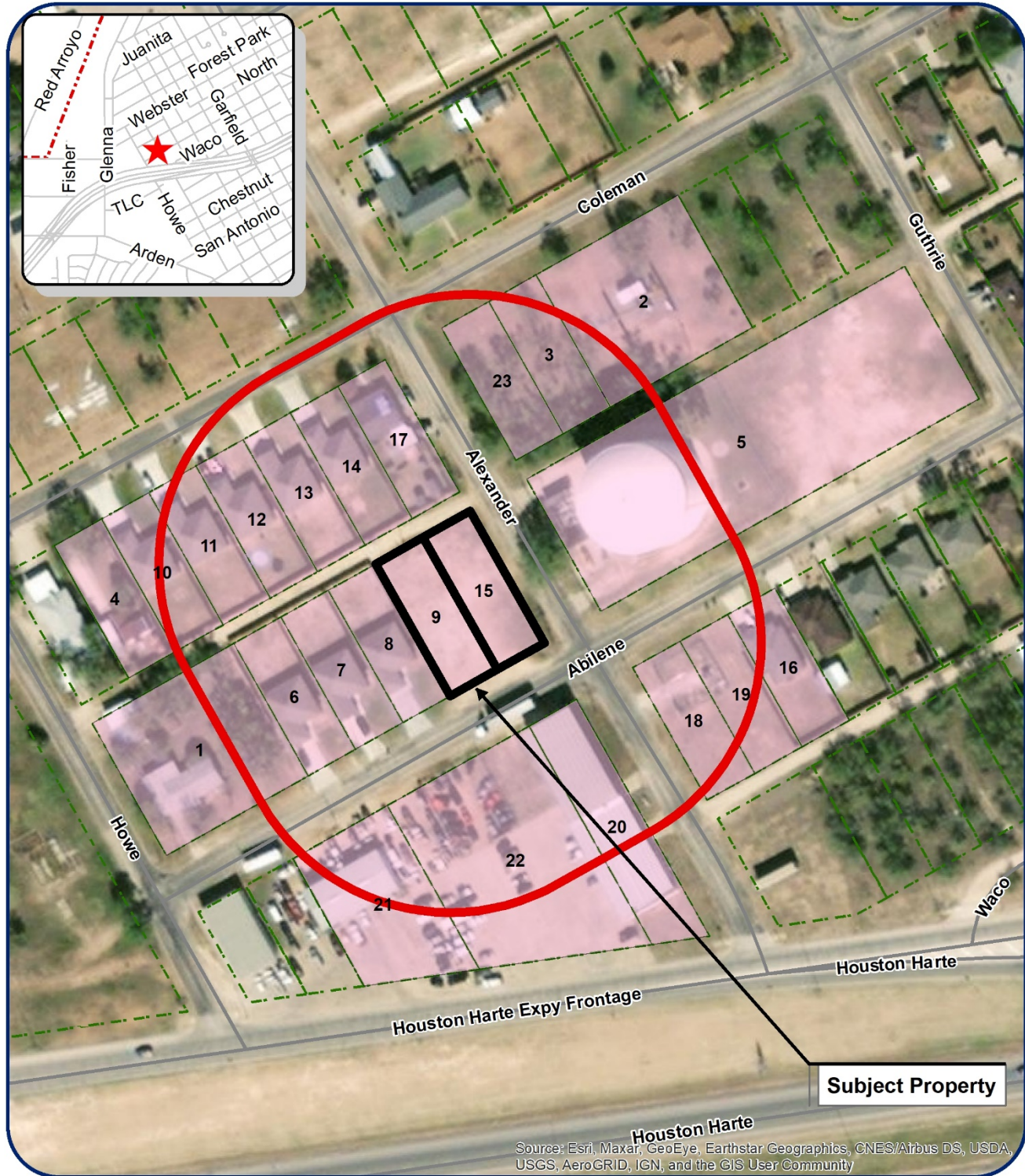
Requested Zone District: RS-1

Vision Plan: Neighborhood Center

Requested Vision Plan: Residential







### CP22-03: Notification Map

#### 3202 & 3206 Abilene St.

Council District 2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 118 ft

### Legend

Subject Properties: —

Current Zone District: CG

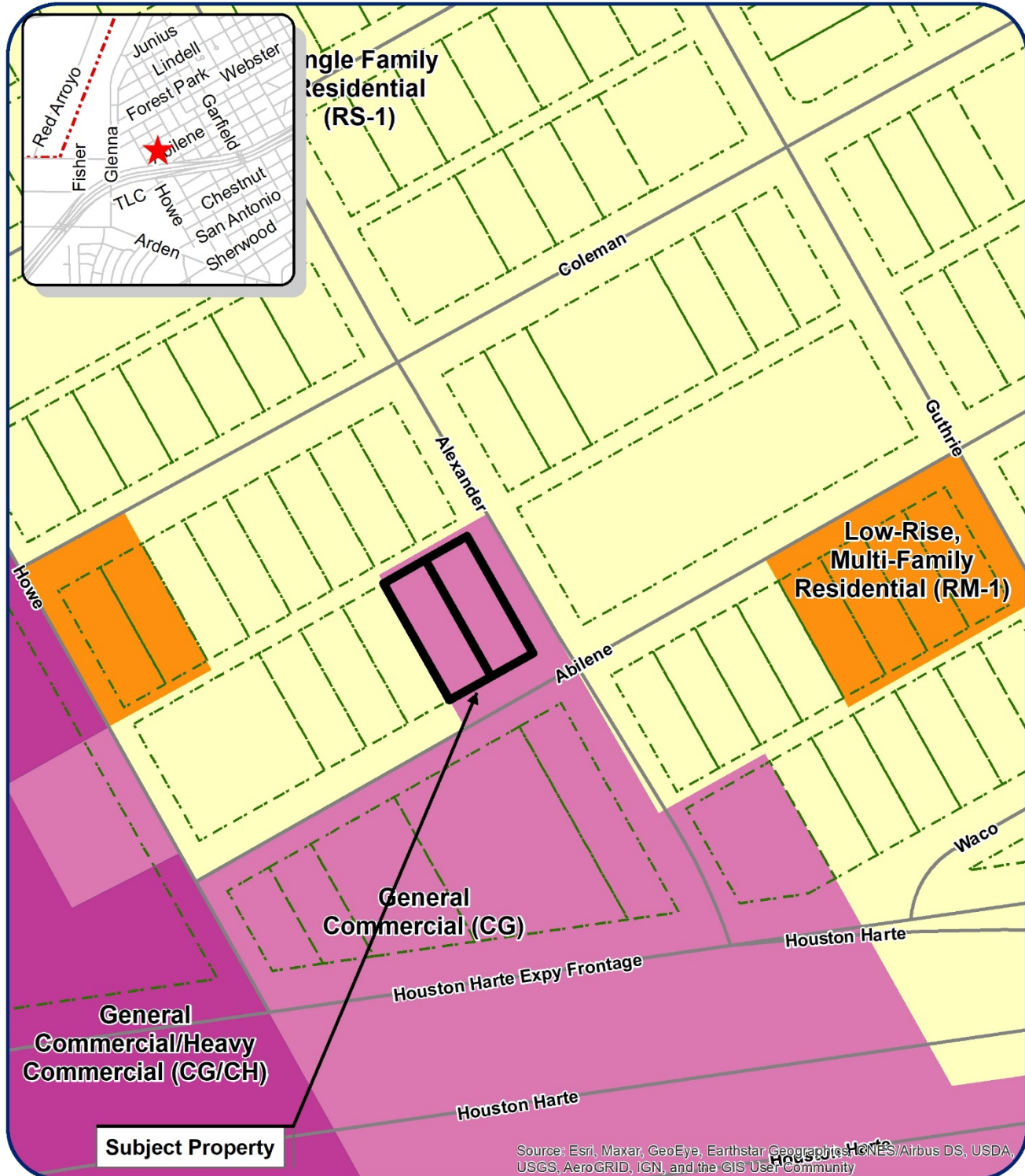
Requested Zone District: RS-1

Vision Plan: Neighborhood Center

Requested Vision Plan: Residential







### CP22-03: Zone Districts

**3202 & 3206 Abilene St.**

Council District 2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 133 ft

### Legend

Subject Properties: —

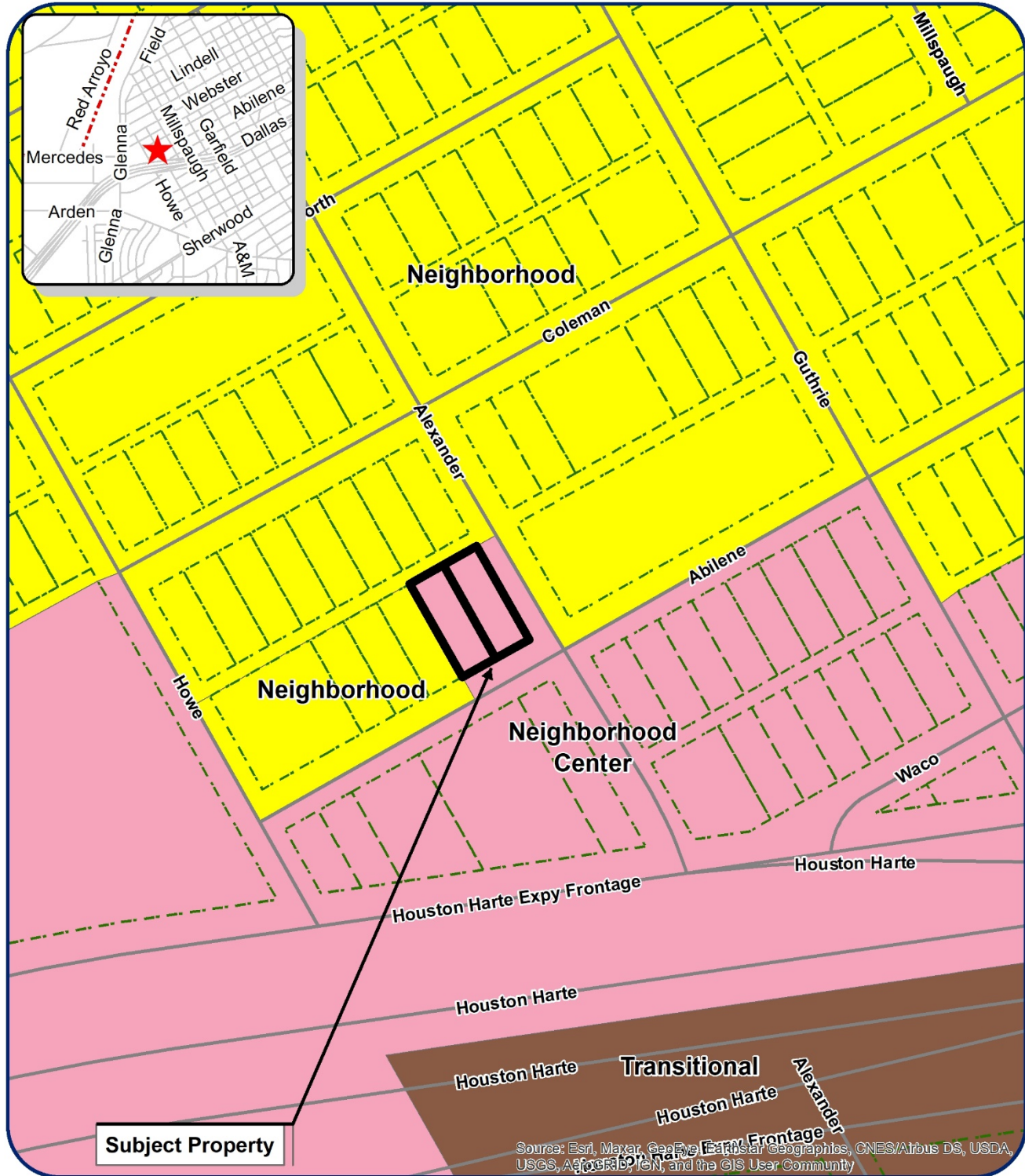
Current Zone District: CG

Requested Zone District: RS-1

Vision Plan: Neighborhood Center

Requested Vision Plan: Residential





### CP22-03: Vision Plan

#### 3202 & 3206 Abilene St.

Council District 2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 167 ft

### Legend

Subject Properties: 

Current Zone District: CG

Requested Zone District: RS-1

Vision Plan: Neighborhood Center

Requested Vision Plan: Residential



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 AT 3202 AND 3206 ABILENE STREET, BEING A TOTAL OF 0.322 ACRES AT THE NORTHWEST CORNER OF ABILENE STREET AND ALEXANDER STREET; FROM "NEIGHBORHOOD CENTER" TO NEIGHBORHOOD"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP-22-03

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 located at 3202 and 3206 Abilene Street, further described as Lots 15 and 16, Block 47 in the Hatcher Addition, being a total of 0.322 acres at the northwest corner of Abilene Street and Alexander Street, San Angelo, Tom Green County, Texas; from “Neighborhood Center” to “Neighborhood”.**

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 **17<sup>th</sup> day of May, 2022**, and finally ADOPTED on this the **7<sup>th</sup> day of June, 2022**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia Antilley, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

## EXHIBIT "A"



### CP22-03: Comprehensive Plan Amendment

#### 3202 & 3206 Abilene St.

Council District 2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 167 ft

### Legend

Subject Properties:   
 Current Zone District: CG  
 Requested Zone District: RS-1  
 Vision Plan: Neighborhood Center  
 Requested Vision Plan: Neighborhood





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: **3202 AND 3206 ABILENE STREET, BEING A TOTAL OF 0.322 ACRES AT THE NORTHWEST CORNER OF ABILENE STREET AND ALEXANDER STREET**; FROM THE GENERAL COMMERCIAL (CG) TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-09: 3202 and 3206 Abilene Street

WHEREAS, on the 18<sup>th</sup> day of April, 2022, 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 Single-Family Residential (RS-1) Zoning District; and,

WHEREAS, on the 17<sup>th</sup> day of May, 2022, City Council held a public hearing on Z21-09, 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 SINGLE-FAMILY RESIDENTIAL (RS-1) Zoning District:

**The real properties located at 3202 and 3206 Abilene Street, further described as Lots 15 and 16, Block 47 in the Hatcher Addition, being a total of 0.322 acres at the northwest corner of Abilene Street and Alexander Street, 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 May, 2022**, and finally PASSED, on this the **7th day of June, 2022**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia Antilley, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

EXHIBIT "A"



**Z22-09: Zone Change**  
**3202 & 3206 Abilene St.**

Council District 2 - Tom Thompson  
Neighborhood: Bluffs  
Scale: 1" approx. = 167 ft

**Legend**

Subject Properties:   
Current Zone District: CG  
Requested Zone District: RS-1  
Vision Plan: Neighborhood Center  
Requested Vision Plan: Neighborhood



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Regular Item

---

## **Caption:**

Discussion and guidance regarding a proposal by BASIC IDIQ of San Angelo for \$85,284.66 to replace and repair columns and make other minor repairs on 14 officers' quarters and other buildings at Fort Concho and authorizing the City Manager to create, negotiate, and execute an agreement (Presentation made by Fort Concho Manager Bob Bluthardt)

## **Staff Recommendation:**

Direction from Council

## **Summary/History:**

Several fort buildings still require column repair/replacement and other minor repairs. Current staff levels will not allow this to be completed in-house. Working with the city's construction management team, fort staff have identified specific buildings and columns requiring this work. BASIC IDIQ has already completed one major and one minor repair project at the fort. City and fort staff agree they can complete the remaining work in a timely, cost-efficient manner.

## **Funding Source(s):**

| Fund:           | Account:           | Project Number: | Amount Budgeted: |
|-----------------|--------------------|-----------------|------------------|
| 420 Fort Concho | 420 6308 800 07 30 | N/A             | \$85,284.66      |

## **Financial Impact:**

Sufficient funding remains in FY22 budget, capital line, for this work.

## **Other Information/Recommendation:**

Fort staff recommend creating and negotiating an agreement.

## **Attachments:**

## **Presentation:**

Robert Bluthardt

## **Approvals/Reviews:**

Robert Bluthardt  
Carl White

Created/Initiated  
Approved

Theresa James  
Jeffrey Tomlinson  
Tina Dierschke  
Julia Antilley

Approved  
Approved  
Approved  
Final Approval



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Julia Antilley, City Clerk, Parks and Recreation, 325-657-4405

Meeting Date: June 7, 2022

Item type: Regular Item

---

## **Caption:**

Consider approving a Memorandum of Understanding between the San Angelo Area Foundation and the City of San Angelo to facilitate the construction of restroom facilities at Dr. Martin Luther King, Jr. Memorial Park and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White)

## **Staff Recommendation:**

Approve

## **Summary/History:**

On October 5, 2021, City Council adopted a resolution supporting the San Angelo Chapter of the National Association for the Advancement of Colored People's (NAACP) submissions of grants to the Tucker Foundation and to the San Angelo Health Foundation for funds to construct a restroom facility at Dr. Martin Luther King, Jr. Memorial Park.

The NAACP has successfully secured the full funding needed to construct the restrooms. The funding is being held by the San Angelo Area Foundation (SAAF). The SAAF proposes to enter into an MOU with the City for the construction of the restrooms. This MOU would be similar to the successful one the City entered into with the SAAF for the construction of Barracks and Mess Halls 3 and 4 at Fort Concho.

## **Funding Source(s):**

## **Financial Impact:**

There is no financial impact on the City regarding approving this MOU other than staff coordination time. Once the restroom facility is constructed, there will be new costs for its operation and maintenance, estimated to be \$12,000 annually.

## **Other Information/Recommendation:**

See attached document regarding restroom maintenance and operation in regards to vandalism.

## **Attachments:**

- |    |                                     |                                          |
|----|-------------------------------------|------------------------------------------|
| 1. | Draft MOU w SAAF restrooms MLK Park | Draft MOU w SAAF restrooms MLK Park.docx |
| 2. | Restroom facilities and vandalism   | Restroom facilities and vandalism.docx   |

## **Presentation:**



Carl White

**Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Julia Antilley    | Created/Initiated |
| Theresa James     | Approved          |
| Brandon Dyson     | Approved          |
| Jeffrey Tomlinson | Approved          |
| Tina Dierschke    | Approved          |
| Brandon Dyson     | Approved          |
| Julia Antilley    | Final Approval    |

**MEMORANDUM OF UNDERSTANDING  
FOR MLK JR PARK RESTROOM**

BETWEEN

**THE CITY OF SAN ANGELO AND THE SAN ANGELO AREA FOUNDATION**

This memorandum of understanding (MOU), by and between the CITY OF SAN ANGELO ("CITY") and the SAN ANGELO AREA FOUNDATION ("SAAF"). In consideration of the mutual promises and agreements set forth, CITY and SAAF agree as follows:

**I. GENERAL PROVISIONS**

- A. This affiliation is for the sole and limited purpose of a construction project at MLK Jr Park **that** would involve construction of a public Restroom ("PROJECT").
- B. This agreement shall be effective on \_\_\_\_\_, 2022 and continue until such time the PROJECT has been fully constructed and accepted by CITY or both parties agree in writing to terminate the agreement.
- C. Nothing herein shall be deemed to create an association, partnership, or joint venture between CITY and SAAF.
- D. Point of contact for activities conducted under this memorandum shall be Rick Weise, Assistant City Manager.

**II. CITY SHALL:**

- A. Allow the construction of the PROJECT with review and approval by the CITY's architect.
- B. Provide input and direction into the design and construction of the PROJECT from designated CITY personnel.
- C. Provide professional engineering and inspection services to SAAF related to the project as are necessary and agreed between the City Engineer, City Building Official and SAAF point of contact.
- D. Review and approve plans in accordance with City requirements and processes and ensure through inspection of the project that the PROJECT is constructed in accordance with such plans. The city architect has the authority to reject plans that in their sole discretion are deficient or do not meet city standards or regulations.
- E. Upon final acceptance of the project and transfer of all ownership of the PROJECT to the CITY from SAAF, City shall be solely responsible for all ongoing maintenance related to the PROJECT. All authority related to the future operation and maintenance of the PROJECT shall lie solely with CITY.

### **III. SAAF SHALL:**

- A. Solicit cost estimates to build the PROJECT with input of the City of San Angelo, and Parks Department staff as well as any other person the CITY requests provide input into the construction process. SAAF may award a contract to construct the PROJECT, subject to consultation, approval, and attestation of adequate funding for the PROJECT.
- B. Ensure any substantive changes to the approved design completed by SAAF's architects are approved by City Staff. Proper approval shall be in the manner determined solely by the City Manager.
- C. Be responsible for all costs and activities associated with the design, bidding, insurance, and construction of the PROJECT. Insurance requirements are attached to this agreement as Exhibit A.
- D. Ensure the CITY is listed as an additional insured on any insurance policies related to the construction of the PROJECT. Copies of such insurance shall be provided to the City Risk Manager prior to any construction activities taking place and shall remain in place until such time the PROJECT is dedicated to and accepted by the CITY.
- E. SAAF shall provide to the CITY a performance bond in the amount of the project. Such bond shall be provided prior to work commencing on the PROJECT. In the alternative, SAAF may in writing provide a financial assurance that in the event the donor does not provide adequate funding to complete the PROJECT, SAAF will utilize other funds to ensure completion.
- F. Work with the City Architect to ensure the plans for the PROJECT are followed and the PROJECT is built to the agreed specifications.
- G. Comply with all City permitting and approval processes.
- H. Upon completion of the construction of the PROJECT and acceptance by the CITY, SAAF shall formally in writing transfer all ownership and responsibility for the PROJECT to the CITY.

### **IV. IT IS FURTHER AGREED THAT:**

- A. The terms and conditions of this MOU may be amended, deleted or expanded only by written agreement of the parties approved by the respective boards.
- B. The MOU shall be construed under laws of Texas, and if any provisions shall be invalid under the laws, such invalidity shall not violate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.
- C. Both of the parties hereto and the individuals executing this agreement for them represent to the party that it has the requisite power and authority to make and enter this agreement, and said agreement does not violate any provisions of the corporate charter or by-laws of any corporate party or statute, act or ordinance under which any unincorporated institution or party hereto is organized, or violate any agreement or commitment executed or made by any party.

- D. Notices required to be sent hereunder shall be sent prepaid registered mail with return receipt requested, and are effective upon receipt.

Notices sent to CITY shall be sent to:

Rick Weise, Assistant City Manager  
City Hall  
72 West College  
San Angelo, TX 76903  
325-657-4241  
rick.weise@cosatx.us

Notices sent to SAAF shall be sent to:

Matt Lewis  
San Angelo Area Foundation  
221 S. Irving St.  
San Angelo, TX 76903  
325-947-7071  
mlewis@saafound.org

- E. This writing shall constitute the sole agreement between the parties.

- F. This agreement was approved by the Board of SAAF on May 19, 2022.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022, after approval by the San Angelo City Council.

**SAN ANGELO AREA FOUNDATION**

\_\_\_\_\_  
By: Matt Lewis, President & CEO

**CITY OF SAN ANGELO**

ATTEST:

\_\_\_\_\_  
Daniel Valenzuela, City Manager

\_\_\_\_\_  
Julia Antilley, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Theresa James, City Attorney

\_\_\_\_\_  
Rick Weiss, Assistant City Manager

EXHIBIT A  
INSURANCE REQUIREMENTS

The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City's Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City's minimum insurance requirements set forth herein.

- √ Commercial General Liability: Minimum Limits: \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products/Completed Operations Aggregate
  - \$100,000 Fire Damage
- √ Business Auto Liability for any auto: Minimum Limits: \$1,000,000 Combined Single Limits
- √ Workers Compensation (applicable if Contractor has any employees):  
Minimum Limits - WC EL - Statutory Limits
  - Disease \$500,000 each accident
  - Disease \$500,000 each employee
  - \$500,000 policy limit
- ☐ Professional Liability / Errors and Omissions:  
Minimum Limits: \$2,000,000 Combined Single Limits
- √ Builder's Risk (All Risk): This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than: Combined Single Limits \$2,000,000.00
- ☐ Environmental/Pollution Liability: Minimum Limits: \$2,000,000 Combined Single Limits
- ☐ Cyber Liability: Minimum Limits: \$5,000,000 Coverage:
  - ☐ Privacy Notification and Crisis Management Expense
  - ☐ Information Security and Privacy Liability
  - ☐ Regulatory Defense and Penalties
    - o Payment Card Industry Fines and Assessments
    - o Website Media
    - o Business Interruption
    - o Extra Expense
    - o Data Assets coverage
    - o Cyber-Extortion
    - o Computer Fraud
    - o Funds Transfer Fraud
    - o Social Engineering/Fraudulent Instruction Coverage
- ☐ Liquor Liability: Minimum Limits: \$

√ Other:

The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Certificate Holder:

City of San Angelo

72 W. College Avenue

San Angelo, Texas 76903



## **Restroom facilities and vandalism**

The restrooms will have magnetic locks similar to our other restrooms. These all lock at 10 pm and open at 6 am.

The restrooms will be similar to others we have with concrete walls, steel doors and fixtures. They are about as vandal deterrent as a public restroom can reasonably be.

Vandalism does occur at all of our restrooms. The most common is graffiti. Other occurrences include clogged toilets, urinals and sinks, beating on fixtures with blunt objects, scratching on fixtures with sharp objects, and misuse. Occasionally, fires are set, but these restrooms are virtually fireproof.

Here are recommended criteria for addressing vandalism of the restrooms. Should vandalism occur the restrooms will be closed for a length of time to address and fix the vandalized item/area.

For graffiti, 1-3 days, depending on the nature and extent of the graffiti, to ensure staff has the materials and time to correct the situation.

For misuse, 1-3 days, depending on the nature and extent of the misuse, to ensure staff has the materials and time to correct the situation.

For damage, length of closure will depend on what has been damaged and the time needed to correct the problem.

Should fixtures or hardware be damaged on/at the restroom, the community will provide the funding for the needed replacement parts.

Repeat offenses will result in shortened opening times and longer periods of closure.

For instance, two occurrences of vandalism in one month will result in the restrooms locking at 8 pm and opening at 8 am as well as closure for an additional 2 days.

Gross vandalism or three occurrences of vandalism in one month will result in the restrooms going offline for a full week, as well as shortened opening times.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: June 7, 2022

Item type: Regular Item

---

## **Caption:**

First reading and public hearing of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 37.98 acre tract, being 36.60 acres and a 1.38 acre access easement, in the M. Mayer Survey No. 169, Abstract No. 1647, and part of Block 9, Upton and Collins Subdivision, Tom Green County, Texas, located southeast of Country Club Rd. and S. Ratliff Rd. (Presentation made by Planning & Development Services Director Jon James)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The applicant, Dorado Bay, LLC, has filed this application to annex the subject property into the City Limits for a future single-family residential subdivision and commercial lot. They have also filed concurrent applications to amend the Comprehensive Plan and zone the property for a new single-family subdivision along with a future commercial lot (CP22-04 and Z22-10).

On April 18, 2022, the Planning Commission approved a final plat for the subject area for 52 single-family residences and the commercial lot. All of the lots are a minimum of 0.5 acre and are able to utilize private septic systems for sewage. Conditions of approval, however, included that the property must be annexed into the City before they could access city utilities and that the property be zoned for the proposed number and size of lots.

Portions of this area are currently within the water service area of the Millersview-Doole Water Supply Corporation (MDWSC). The owner has requested the Public Utility Commission to remove the area within their property from the CCN (certificate of convenience and necessity) water supply area of the Water Supply Corporation, which allows exclusive service by Millersview-Doole, and have requested that they be allowed to access the City of San Angelo water system. In the event this change is not approved, the owner would continue to use the the private water supply corporation for water service.

The included Annexation Service Plan details the services to be provided to this area upon annexation.

## **Funding Source(s):**

## **Financial Impact:**

There is no direct and immediate fiscal impact from this annexation.

However, this annexation obligates the City to long-term provision of City services and maintenance of infrastructure within the annexed area.

**Other Information/Recommendation:**

City Council is the approval authority for annexations and a vote is required by Council to approve the annexation.

This item was presented to the Planning Commission on May 16, 2022 for their information and discussion only, as no formal action is required by the Commission.

**Attachments:**

- |    |                                                     |                                                          |
|----|-----------------------------------------------------|----------------------------------------------------------|
| 1. | Ordinance & Service Plan (Annexation Fairway Downs) | Ordinance & Service Plan (Annexation Fairway Downs).docx |
| 2. | Memo_CC_FairwayDowns_Annexation                     | Memo_CC_FairwayDowns_Annexation.pdf                      |

**Presentation:**

Jon James

**Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Jeff Fisher     | Created/Initiated |
| Zachary Rainbow | Approved          |
| Jon James       | Approved          |
| Brandon Dyson   | Approved          |
| Jon James       | Approved          |
| Theresa James   | Approved          |
| Julia Antilley  | Final Approval    |

**AN ORDINANCE ANNEXING INTO THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS AN UNADDRESSED 37.98-ACRE TRACT OF LAND COMPRISED OF 36.60 ACRES AND A 1.38-ACRE ACCESS EASEMENT IN THE M. MAYER SURVEY NO. 169, ABSTRACT NO. 1647, LOCATED WITHIN BLOCK 9 OF THE UPTON AND COLLINS SUBDIVISION, SOUTHEAST OF COUNTRY CLUB ROAD AND S. RATLIFF ROAD, TOM GREEN COUNTY, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS AND OWNERS OF SAID TERRITORY; DIRECTING NOTICES AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of San Angelo, Texas (the "City") is a home-rule municipality authorized by State law and the City Charter to annex territory lying adjacent and contiguous to the corporate limits of said City; and

**WHEREAS**, pursuant to Texas Local Government Code, Section 43.0671, all of the owners of a tract of land containing 37.98 acres situated immediately south of the City Limits, generally located southeast of Country Club Road and S. Ratliff Road, more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes (hereinafter the "Territory"), have petitioned the City Council in writing to annex the Territory into the corporate limits of the City; and,

**WHEREAS**, the City Council accepted the Petition Requesting Annexation by Territory owners, and directed Planning staff to proceed with the proposed annexation schedule, at a regularly held meeting of the City Council on May 3, 2022; and,

**WHEREAS**, under Section 43.016 of the Texas Local Government Code, the City is required to offer the owner a development agreement if the Territory is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or as timber land, that guarantees continuation of the extraterritorial status of the area, and authorizes enforcement of all regulations and planning authority of the city that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, the City has offered the Territory owners a development agreement under Section 43.016 as the Territory is currently appraised for agricultural use, and the owners have declined the agreement, electing instead to seek annexation of the Territory; and,

**WHEREAS**, a public hearing on the annexation was held, the 7<sup>th</sup> day of June 2022, as required by law, where all interested persons were provided an opportunity to be heard on the proposed annexation of the Territory; and

**WHEREAS**, all notices have been issued as required by law and all public hearings have been held within the time required by law pursuant to notices duly posted and published; and

**WHEREAS**, a service plan has been prepared that provides for the extension of appropriate municipal services into the Territory, which plan is attached hereto, and the City is able to provide such services; and

**WHEREAS**, the Territory is not within the boundaries of any other municipality, lies within the extraterritorial jurisdiction of the City, and lies adjacent to and adjoins the present boundaries of the City;

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

- Section 1 Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this ordinance as if fully set forth; and all required legal conditions for annexation have been met.
- Section 2 Annexation. The Territory described in Exhibit "A," attached hereto and incorporated herein for all purposes, said Territory lying adjacent to and contiguous with the present boundaries of the City, be and is hereby added and annexed into the City, and said Territory shall hereafter be included within the corporate limits of the City, and the present boundary lines of said City, at various points contiguous with the Territory annexed, are hereby altered, extended and amended so as to include said Territory within the corporate limits of the City.
- Section 3 Amendment of Boundaries and Official Map of City. The official map and boundaries of the City, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Territory as part of the City, and incorporated into the adjacent Single Member District No. 1 (SMD 1).
- Section 4 Service Plan. The service plan attached hereto as Exhibit "B" is hereby approved and is incorporated herein for all purposes. The City makes an affirmative determination that this service plan provides for the extension of services to the annexed Territory which are comparable to other areas within the City with similar land utilization, population density and topography. It is further found that those characteristics of land use, population density and topography which distinguish this Territory from other areas of the City are considered a sufficient basis for providing a different level of services in the annexed Territory.
- Section 5 Pro Rata Share of Taxes. The annexed Territory, being a part of the City for all purposes, shall bear its pro rata part of taxes levied by the City.
- Section 6 Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Territory shall be entitled to all the rights and privileges of the other citizens of the City and shall be bound by the Charter, Ordinances, Resolutions and other regulations of the City.
- Section 7 Filing and Notice of Ordinance. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Tom Green County, Texas, the Voting Registrar of Tom Green County, the Tom Green County Appraisal District, and the Texas Comptroller of Public Accounts in the manner required by law. The City Clerk is further directed to notify any service providers of services in the annexed Area, and all other parties as required by law.
- Section 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in

adopting this ordinance, that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 9. Open Meeting Act Compliance. The City Council for the City of San Angelo hereby finds and declares that the meetings at which this ordinance was introduced and finally passed were open to the public as required by law and that public notice of the time, place and purpose of said meetings was given as require by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 10. Effective Date. This ordinance will become effective on, from and after its date of adoption.

**INTRODUCED with public hearing on the 7th day of June, 2022, and finally PASSED, APPROVED AND ADOPTED on this the 21st day of June, 2022.**

THE CITY OF SAN ANGELO

By: \_\_\_\_\_  
Brenda Gunter, Mayor

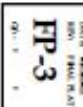
ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia Antilley, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

LONGVIEW COUNTY RECORDS DEPT. ONLY. UNCLASSIFIED. PUBLIC. PLATFURNISH DOES NOT VERIFY.





## Exhibit "A" (Legal Description and Survey)

BEING 37.98 ACRES OF LAND COMPRISED OF 36.60 ACRES, AND A 1.38 ACRE ACCESS EASEMENT, ALL IN SURVEY 169, ABSTRACT NO. 1647, M. MAYER SURVEY, BLOCK 9, UPTON AND COLLINS SUBDIVISION, RECORDED IN VOLUME 1, PAGE 140, PLAT RECORDS, TOM GREEN COUNTY, TEXAS, SAID 81.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found  $\frac{1}{2}$ " iron pipe for the southwest corner of this tract, along the east line of Ratliff Road, and the northwest corner of a 10.881 acre tract out of Survey 169, Abstract No. 1647, M. Mayer Survey, Block 9, Upton and Collins Subdivision, recorded in Volume 757, Page 342, Official Public Records, Tom Green County, Texas, from which a found  $\frac{1}{2}$ " iron pipe bears S  $0^{\circ}21'28''$  W 853.23 feet;

THENCE N  $0^{\circ}21'24''$  E 970.73 feet along the west line of this tract, the east line of said Ratliff Road, to a point for the northwest corner of this tract, and the northwest corner of said Ratliff road, from which a found  $\frac{1}{2}$ " iron rod with cap stamped "WILDE" bears N  $25^{\circ}45'52''$  W 1.56 feet;

THENCE N  $68^{\circ}00'53''$  E 1459.05 feet along the north line of this tract, the south line of Country Club Road, at 942.64 feet, a found 4" iron pipe corner post, continuing along, at 1312.57 feet, pass a found  $\frac{1}{2}$ " iron rod, continuing along, at 1366.60 feet, pass a found  $\frac{1}{2}$ " iron rod, and for a total distance of 1459.05 feet, to a found  $\frac{5}{8}$ " iron rod for an angle corner of this tract, along the south line of Canal Road;

THENCE N  $68^{\circ}04'42''$  E 53.42 feet along the north line of this tract, the south line of Canal Road, to a point for the northeast corner of this tract, and the northwest corner of Sunset Ranch Estates, Section 2, recorded in Cabinet A, Slide 107, Plat Records, Tom Green County, Texas;

THENCE S  $0^{\circ}17'48''$  W 381.06 feet along the east line of this tract, the west line of said Sunset Ranch Estates, to a set  $\frac{1}{2}$ " iron rod for an ell corner of this tract;

THENCE N  $89^{\circ}42'12''$  W 320.00 feet along the south line of this tract, the north line of 5.00 acres out of Survey 169, Abstract No. 1647, M. Mayer Survey, Block 9, Upton and Collins Subdivision, recorded in Volume 945, Page 430, Official Public Records, Tom Green County, Texas, to a set  $\frac{1}{2}$ " iron rod for an ell corner of this tract, and the northwest corner of said 5.00 acres;

THENCE S  $0^{\circ}17'48''$  W 681.00 feet along the east line of this tract, the west line of said 5.00 acres, to a set  $\frac{1}{2}$ " iron rod for an angle corner of this tract, the southwest corner of said 5.00 acres, and the northwest corner of 2.50 acres of land out of Survey 169, Abstract No. 1647, M. Mayer Survey, Block 9, Upton and Collins Subdivision, recorded in Volume 1082, Page 72, Official Public Records, Tom Green County, Texas;

THENCE S  $0^{\circ}03'08''$  W 341.39 feet along the east line of this tract, the west line of said 2.50 acres, to a set  $\frac{1}{2}$ " iron rod for an ell corner of this tract, the southwest corner of said 2.50 acres, and along the north line of 5.00 acres out of Survey 169, Abstract No. 1647, M. Mayer Survey, Block 9, Upton and Collins Subdivision, recorded as Instrument No. 617331, Official Public Records, Tom Green County, Texas

THENCE N  $89^{\circ}46'28''$  W 40.00 feet along the south line of this tract, the north line of said 5.00 acres, to a set  $\frac{1}{2}$ " iron rod for an ell corner of this tract

THENCE S  $0^{\circ}22'24''$  W 399.69 feet along the east line of this tract, the west line of said 5.00 acres, to a set  $\frac{1}{2}$ " iron rod for the southeast corner of this tract;

THENCE N  $89^{\circ}39'00''$  W along the south line of this tract, and the north line of said 10.881 acres, at 102.73 feet, pass a found  $\frac{1}{2}$ " iron pipe for the northeast corner of said 10.881 acres, continuing along, at 939.04 feet, for a total distance of 1041.77 feet, to the place of beginning containing 37.98 acres in Tom Green County, Texas.

Surveyed on the ground under my supervision according to the Minimum Standards of the Professional Land Surveying Practices Act and General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.

Grady Glyn Sudduth  
Registered Professional Land Surveyor No. 5309  
March 18, 2022  
File Name: FAIRWAY\_DOWNS\_DORADO\_FN

## EXHIBIT B

**SERVICE PLAN AGREEMENT.** This Agreement, including the following Service Plan, constitutes the service plan agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

**COMMENCEMENT OF SERVICES.** Except as otherwise provided herein, the City will provide the municipal services set forth below commencing on the effective date of annexation. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

**SERVICES NOT PROVIDED.** Pursuant to Texas Local Government Code Section 43.0672(c), it is understood and agreed that the City is not required to provide a municipal service that is not included in this Agreement.

**AGREEMENT RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The terms of this Agreement constitute covenants running with the land comprising the Territory and is binding on the Owner(s).

Executed on the \_\_\_\_ day of June, 2022, to be effective on the effective date of annexation of the Territory.

### CITY OF SAN ANGELO

By: \_\_\_\_\_  
Daniel Valenzuela  
City Manager

Attest:

\_\_\_\_\_  
Julia Antilley, City Clerk

### DORADO BAY, LLC (OWNER)

By: \_\_\_\_\_  
Casey Poynor  
Manager

Approved as to Form and Legality:

\_\_\_\_\_  
Theresa James, City Attorney

Approved as to Content:

\_\_\_\_\_  
Jon James, Planning &  
Development Services Director

## **SERVICE PLAN FOR EXTENSION OF MUNICIPAL SERVICES TO AN AREA DESCRIBED AS FOLLOWS:**

Generally located southeast of Country Club Road and S. Ratliff Road, and specifically described as an unaddressed 37.98-acre tract of land comprised of 36.60 acres and a 1.38-acre access easement within Block 9 of the Upton and Collins Subdivision, and in the M. Mayer Survey No. 169, Abstract No. 1647, Tom Green County, Texas (Dorado Bay, LLC).

### **SERVICE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION:**

#### **1. POLICE PROTECTION**

*Existing Services:* Police protection provided by Tom Green County Sheriff's Office.

*Services to be provided:*

The City of San Angelo, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of San Angelo, Texas.

Patrolling, radio and dispatch responses to calls, traffic enforcement, and other routine police services will be provided.

#### **2. FIRE PROTECTION AND EMERGENCY SERVICES**

*Existing Services:* Emergency medical services provided by the City of San Angelo currently extend to medical emergencies county wide. Fire service provided by volunteer fire departments.

*Services to be provided:*

The City of San Angelo, Texas and its Fire Department will provide fire protection and emergency medical service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of San Angelo, Texas which exhibit land use and population densities similar to that of the newly annexed area.

The City of San Angelo Fire Department will respond to all dispatched calls (including those for emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of San Angelo.

Topography, land use, and population density will not affect fire or emergency services.

The newly annexed area has provided plans and a proposed installation schedule for new water hydrants to service the area.

The Office of Fire Prevention will provide permitting and inspection services upon annexation. This includes issuing permits and conducting fire sprinkler, fire alarm, commercial hood or special agent system inspections as well as occupancy and maintenance inspections for any new construction and remodeling projects, as well as any other applicable enforcement of adopted codes and standards within the City of San Angelo.

#### **3. SOLID WASTE COLLECTION**

*Existing Services:* None

*Services to be provided:*

The same regular solid waste collection services now provided within the city will be extended to the newly annexed area after the effective date of annexation.

#### **4. MAINTAINING WATER AND WASTEWATER FACILITIES**

Existing Services: None

*Services to be provided:*

Water and sanitary sewer service to the area will be provided in accordance with the City Code of Ordinances and departmental policy, as amended.

Lots adjacent to S. Ratliff Road are currently serviced by Millersview-Doole Water Supply Corporation (MDWSC) through an existing Certificate of Convenience and Necessity (CCN). These lots shall not be serviced by the City unless released from MDWSC's CCN through agreement approved by the Public Utility Commission of Texas (PUC). In the event that an agreement is not approved by the PUC, lots currently under MDWSC shall continue to be supplied by MDWSC under the CCN.

#### **5. MAINTAINING ROADS, STREETS, AND ALLEYWAYS**

*Existing Services:* Provided by Tom Green County.

*Services to be provided:*

Developers of land within the newly annexed territory will be required to provide streets in accordance with applicable ordinances of the City of San Angelo, and such street improvements shall comply with specifications required by the City of San Angelo, for properly dedicated streets. Any and all roads, streets or alleyways which have been properly dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar land use, population density and topography.

#### **6. MAINTAINING PARKS, PLAYGROUNDS, AND SWIMMING POOLS**

*Existing Services:* None

*Services to be provided:*

Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the City.

Private parks, playgrounds, and/or swimming pools will remain under private ownership and will

be maintained under private ownership and responsibility.

## **7. BUILDING INSPECTION**

*Existing Services:* None

*Services to be provided:*

The Building Inspection Department will provide building permitting services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of San Angelo.

## **8. PLANNING AND ZONING**

*Existing Services:* None

*Services to be provided:*

The Planning Division's responsibility for regulating development and land use through the administration of the City of San Angelo Zoning Ordinance and Comprehensive Plan will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Angelo Subdivision Ordinance. These services can be provided within the department's current budget.

## **9. CODE COMPLIANCE**

*Existing Services:* None

*Services to be provided:*

The Code Compliance Division generally enforces compliance with the City's Codes and Ordinances, largely on a complaint basis. This includes inspection of properties to ensure such compliance.

## **10. MAINTAINING OTHER PUBLIC OWNED FACILITIES OR BUILDINGS**

*Existing Services:* None

*Services to be provided:*

In the event any such publicly-owned facility or building does exist and are public facilities or buildings, the City of San Angelo shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of San Angelo, Texas. Subject to funding by Council.

The City Council of the City of San Angelo, Texas is not aware of the existence of any publicly-owned facility or building now located in the area proposed for annexation.

Upon annexation, the owners and residents of property located within the newly annexed areas shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those.

#### **11. STORM WATER MANAGEMENT**

*Existing Services: None*

*Services to be provided:*

Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion. Upon approval and acceptance by the City, the City will then be responsible for ongoing maintenance of drainage facilities.

#### **12. STREET LIGHTING**

*Existing Services: None*

*Services to be provided:*

The City of San Angelo will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy for all areas within the city limits of the City of San Angelo.



# MEMO



## Meeting

**Date:** June 7, 2022

**To:** City Council

**From:** Jeff Fisher, AICP  
Chief Planner

**Agenda Item:** First reading and public hearing of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 37.98 acre tract, being 36.60 acres and a 1.38 acre access easement, in the M. Mayer Survey No. 169, Abstract No. 1647, and part of Block 9, Upton and Collins Subdivision, Tom Green County, Texas, located southeast of Country Club Rd. and S. Ratliff Rd.

## Background:

The applicant, Dorado Bay, LLC, has filed this application to annex the subject property into the City Limits. They have also filed concurrent applications to amend the Comprehensive Plan and zone the property for a new single-family subdivision along with a future commercial lot. The Comprehensive Plan Amendment would change 35.65 acres from Rural to Neighborhood and 2.33 acres from Rural to Commercial, facilitating the proposed zoning to RS-1 on the Neighborhood portion, and CG on the Commercial portion. **On May 16, 2022, Staff presented the annexation as a discussion item, and the proposed Comprehensive Plan Amendment and Rezoning to the Planning Commission for recommendation. Consistent with Staff's recommendation, the Planning Commission recommended Neighborhood Future Land Use and RS-1 zoning on the residential portion of the property for the new subdivision, but for the commercial lot, recommended the less intense Neighborhood Center Future Land Use instead of Commercial, and CN zoning instead of CG, given the property's mainly low density residential surroundings.**

On April 18, 2022, the Planning Commission had approved a final plat for the subject area for 52 single-family residences and the commercial lot. All of the lots are a minimum of 0.5 acre and are able to utilize private septic systems for sewage. A condition of approval however, was that the property be annexed with appropriate zoning to allow city services before the plat is recorded (and development can occur). This includes connecting to the city water main, or continuing to use the Millersview-Doole Water Supply Corporation (MDWSC). The owner has requested the Public Utility Commission to remove their current CCN (certificate of convenience and necessity),



which allows exclusive service by the MDWSC, and allow the lots to connect to City water. In the event this change is not approved, the owner would continue to use the MDWC for water service.

**Compatibility with the City's Annexation Policies:**

The City's 2009 Strategic Plan Update to its Comprehensive Plan sets certain policies for annexation of land into the City Limits. The property is identified in the City's Annexation Plan as "immediate". The annexation policies call to "focus immediate short-term annexation efforts on areas already served by City water system but which remain outside City limits." The property is immediate adjacent to the existing city water line along Country Club Road and will either connect to city water or continue to use the private water supply as outlined above.

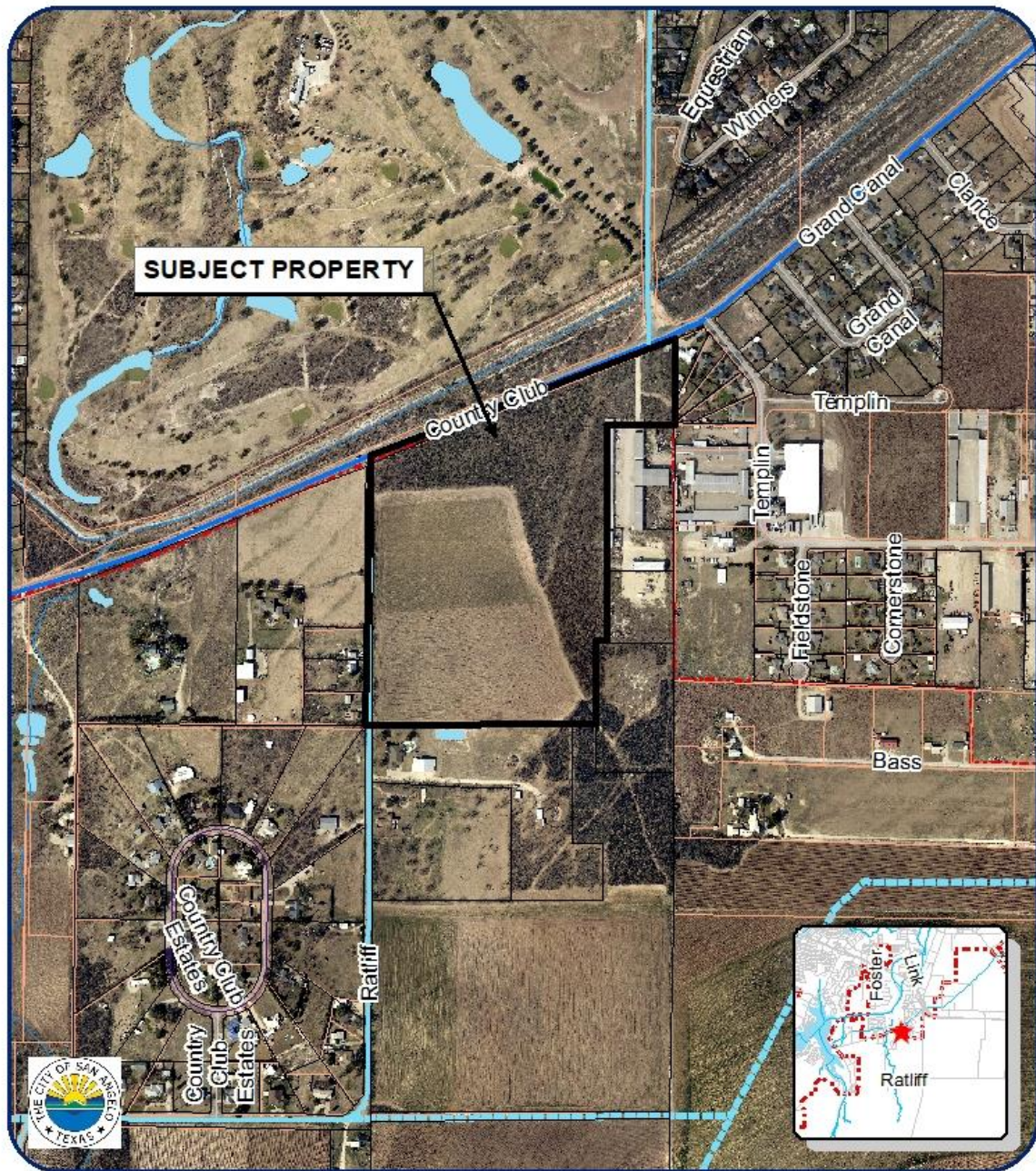
Staff has provided required written notice to school districts and public entities, as well as circulating relevant departments and staff, and has prepared the required Service Plan (see attached Ordinance and Service Plan). The Service Plan outlines the city services that will be provided upon annexation.

**Recommendation:**

Staff recommends **APPROVAL** of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 37.98 acre tract, being 36.60 acres and a 1.38 acre access easement, in the M. Mayer Survey No. 169, Abstract No. 1647, and part of Block 9, Upton and Collins Subdivision, Tom Green County, Texas, located southeast of Country Club Rd. and S. Ratliff Rd.

**Attachment:**

Aerial Map  
Future Land Use Map  
Zoning Map  
Annexation Petition  
Survey



### Annexation

#### **Fairway Downs**

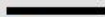
Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.

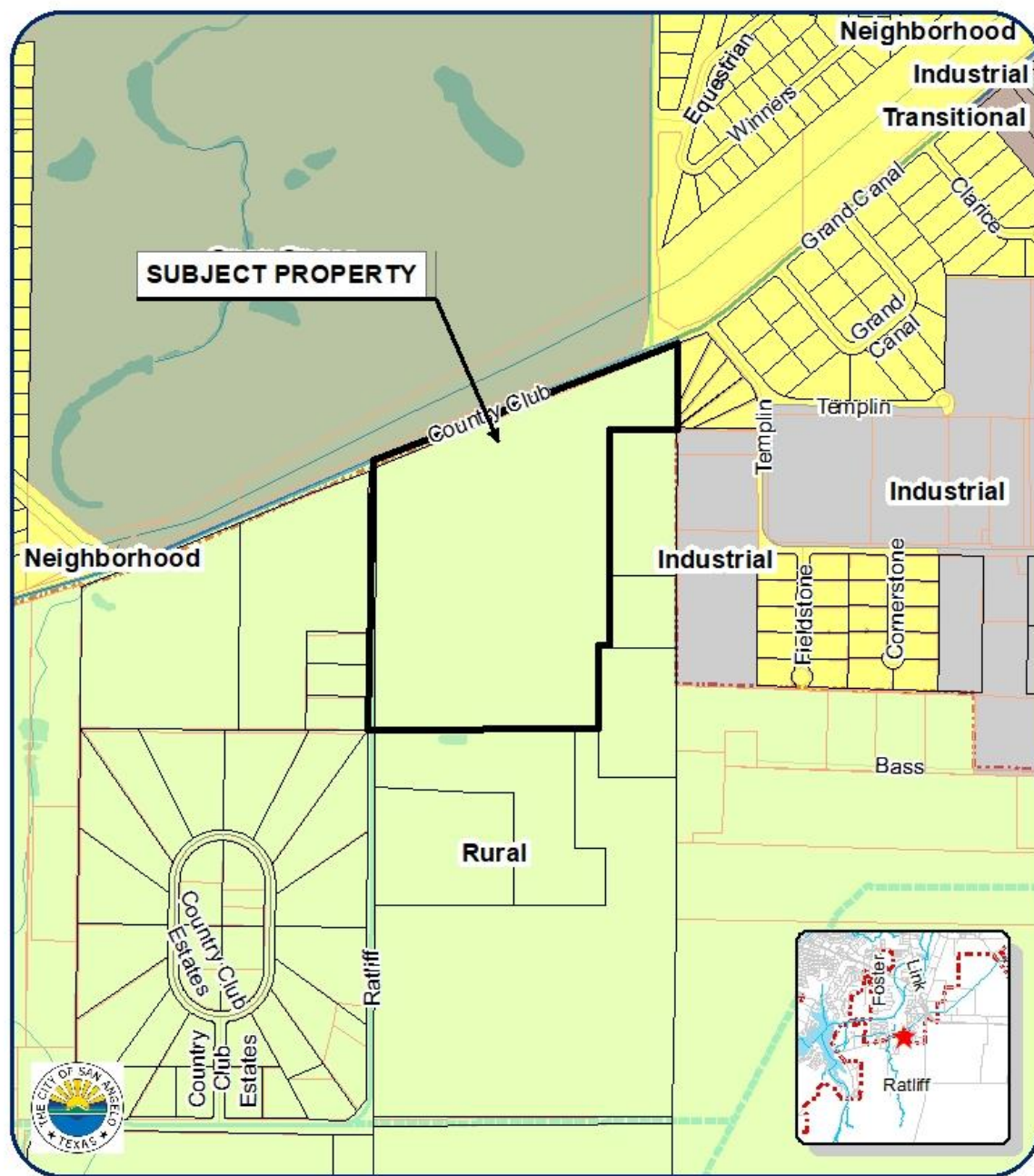
### Legend

Subject Properties:   
 Current Zoning: **N/A**  
 Requested Zoning Change: **RS-1 and CG**  
 Vision: **Rural**  
 Requested Vision Change: **Neighborhood and Commercial**

N







### Annexation

### **Fairway Downs**

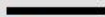
Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

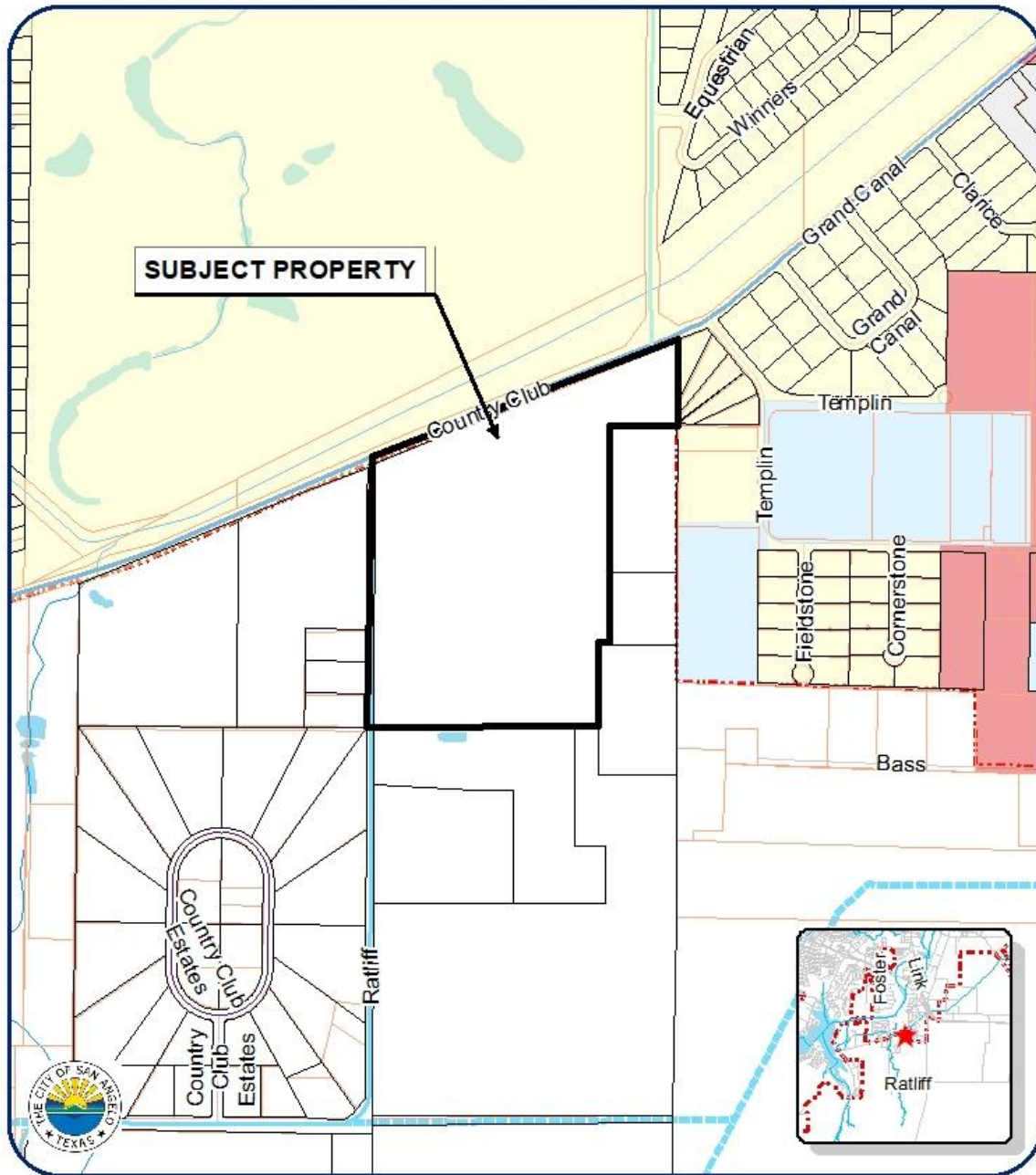
**SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.**

### Legend

Subject Properties:   
 Current Zoning: **N/A**  
 Requested Zoning Change: **RS-1 and CG**  
 Vision: **Rural**  
 Requested Vision Change: **Neighborhood and Commercial**

N





### Annexation

### **Fairway Downs**

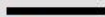
Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

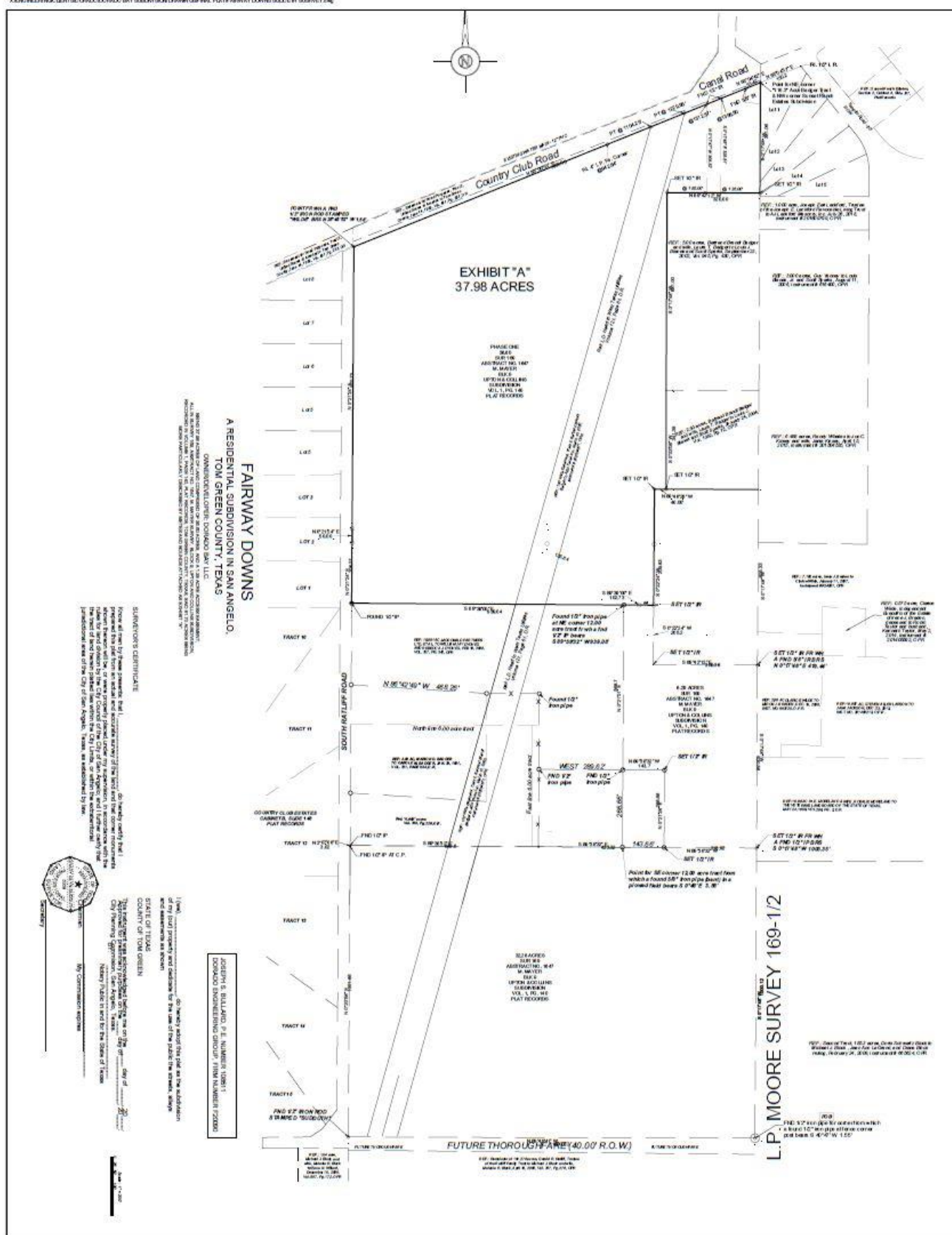
**SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.**

### Legend

Subject Properties:   
 Current Zoning: **N/A**  
 Requested Zoning Change: **RS-1 and CG**  
 Vision: **Rural**  
 Requested Vision Change: **Neighborhood and Commercial**

N





HP-3

REV. FINAL PLAT

REV. FINAL PLAT

REV. FINAL PLAT

REV. FINAL PLAT



**DORA**  
CONSTRUCTION GROUP

PHASE 1 - FINAL PLAT  
FAIRWAY DOWNS  
TOM GREEN COUNTY  
SAN ANGELO, TEXAS

|              |                      |
|--------------|----------------------|
| DATE:        | 03/18/2022           |
| VERSION:     | REV D                |
| PREPARED BY: | JOSEPH BULLARD, P.E. |
| DRAWN BY:    | ROBERT D. HARD, P.E. |
| CHECKED:     | JOSEPH BULLARD, P.E. |
| APPROVED:    | CASEY POYNOR         |



Petition Requesting Annexation by Landowner

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TX

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents hereby petition your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, TX, the property described in Exhibit "A", by metes and bounds and attached herein.

CASEY A POYNOR certifies that the aboce described tract of land is contiguous and adjacent to the City of San Angelo, TX, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having interest in said land.

Signed: [Signature]

Printed Name: Casey A Poyner

Entity: Orlando Bay LLC

Title: Managing Member

Date: 3/31/2022

The State of Texas

County of Tom Green

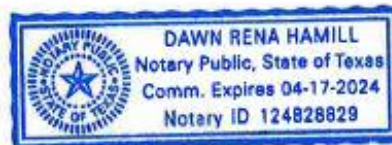
BEFORE ME, this instrument was acknowledged on 3/31/2022 by

Casey Poyner

[Signature]

Notary Public, State of Texas

My Commission expires: 4/17/2024



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: June 7, 2022

Item type: Regular Item

---

## **Caption:**

First reading and public hearing of ordinances for the following cases for property being 37.98 acres located at the southeast corner of Country Club Rd. and S. Ratliff Rd.:

1. CP22-04, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Rural to Neighborhood and Commercial; and,
2. Z22-10, a request for approval to zone property to the Single-Family Residential and General Commercial zoning districts (Presentation made by Planning & Development Services Director Jon James)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The applicant has submitted applications for a Comprehensive Plan Amendment and Rezoning for the property to facilitate development of single family home lots on the property. They are also requesting to be annexed into the City which is running concurrently with these requests. On April 18, 2022, the Planning Commission approved a final plat for the subject property, conditioned upon the completion of the annexation and rezoning to allow the sized lots proposed. The Comprehensive Plan amendment would change the Future Land Use on the 35.65 acres from "Rural" to "Neighborhood" and the zoning would be designated as Single-Family Residential (RS-1) for the single-family homes on most of the property. On a small 2.33-acre portion, the proposed change is to a Future Land Use designation from "Rural" to "Commercial" with a zoning of General Commercial (CG). However, the staff recommendation is for a lower intensity designation of "Neighborhood Center" and Neighborhood Commercial (CN) zoning on this portion of the property, given the proximity to residential homes.

At their May 16, 2022, Planning Commission Meeting, the Commission voted to recommend approval of the staff recommendation by a vote of 4-2.

## **Funding Source(s):**

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

On May 16, 2022, the Planning Commission voted 4-2 to **RECOMMEND APPROVAL** of the requested changes to the "Neighborhood" Future Land Use and Single-Family Residential (RS-1) zoning on 35.65 acres; and



**RECOMMENDED APPROVAL** of the staff recommended alternative of “Neighborhood Center” Future Land Use and Neighborhood Commercial (CN) zoning on the 2.33 acres.

Vice Chair Jackson, and Commissioners Self, Uherik, and Davis voted in favor. Chair Stribling and Commissioner Gomez were opposed.

**Attachments:**

- |    |                                     |                                         |
|----|-------------------------------------|-----------------------------------------|
| 1. | Staff Report (CP22-04_Z22-10)       | Staff Report (CP22-04_Z22-10).pdf       |
| 2. | Ordinance (CP22-04)                 | Ordinance (CP22-04).docx                |
| 3. | Ordinance (Z22-10)                  | Ordinance (Z22-10).docx                 |
| 4. | All Correspondence (CP22-04_Z22-10) | All Correspondence (CP22-04_Z22-10).pdf |

**Presentation:**

Jon James

**Approvals/Reviews:**

- |                 |                   |
|-----------------|-------------------|
| Jeff Fisher     | Created/Initiated |
| Zachary Rainbow | Approved          |
| Jon James       | Approved          |
| Brandon Dyson   | Approved          |
| Jon James       | Approved          |
| Theresa James   | Approved          |
| Julia Antilley  | Final Approval    |



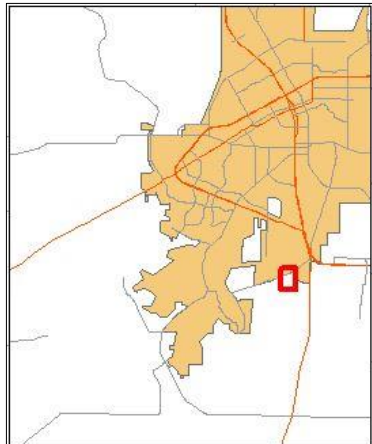
## STAFF REPORT – CP22-04/Z22-10

Scheduled Hearings:

Planning Commission: May 16, 2022

City Council 1<sup>st</sup> reading: June 7, 2022

City Council 2<sup>nd</sup> reading: June 21, 2022

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                                                                                                    |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------|--------------|
| <b>APPLICATION TYPE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                | <b>CASES:</b>                                                                                      |              |
| Comprehensive Plan Amendment & Rezoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                | CP22-04/Z22-10: Southeast corner of Country Club Road and S. Ratliff Road                          |              |
| <b>SYNOPSIS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                                                                                                    |              |
| On April 18, 2022, the Planning Commission approved a final plat for the subject property. The applicant has now submitted applications for a Comprehensive Plan Amendment and Rezoning for the subject property to facilitate development of the platted lots. They are also requesting to be annexed into the City which is running concurrently with these requests. The Comprehensive Plan would change the Future Land Use and zoning on the 35.65 acres from Rural to Neighborhood and Single-Family Residential (RS-1) for the single-family homes, and would change the Future Land Use and zoning on the 2.33-acre lot from Rural to Commercial and General Commercial (CG) for commercial development. <b>On May 16, 2022, the Planning Commission voted 4-2 in favor of Staff's recommendation to approve the Neighborhood Future Land Use and RS-1 zoning, but to scale back the commercial lot from Commercial to Neighborhood Center Future Land Use and from CG to CN zoning.</b> |                |                                                                                                    |              |
| <b>LOCATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                | <b>LEGAL DESCRIPTION:</b>                                                                          |              |
| Southeast corner of Country Club Road and S. Ratliff Road.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                | 37.98 acres in the M. Mayer Survey No. 169 and within Block 9 of the Upton and Collins Subdivision |              |
| <b>SM DISTRICT / NEIGHBORHOOD:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>ZONING:</b> | <b>FUTURE LAND USE:</b>                                                                            | <b>SIZE:</b> |
| SMD District #1 – Tommy Hiebert Country Club Neighborhood                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A            | R – Rural                                                                                          | 37.98 acres  |
| <b>NOTIFICATIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                                                                                                    |              |
| 9 notifications for CP21-06 and Z21-09 were mailed within a 200-foot radius on May 3, 2022.<br>No responses in support or in opposition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                                                                                    |              |
| <b>STAFF RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                                                                                                    |              |
| Staff recommends <b>APPROVAL</b> of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the "Rural" to the "Neighborhood" Future Land Use and to zone property Single-Family Residential (RS-1) on 35.65 acres; and <b>DENIAL</b> of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the "Rural" to the "Commercial" Future Land Use and to zone property General Commercial (CG) on 2.33 acres, and <b>ALTERNATIVELY RECOMMENDS APPROVAL</b> of "Neighborhood Center" Future Land Use and Neighborhood Commercial (CN) zoning on the 2.33 acres.                                                                                                                                                                                                                                                                                                                                                                      |                |                                                                                                    |              |
| <b>PROPERTY OWNER/PETITIONER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |               |              |
| Property Owner and Applicant:<br>Dorado Bay, LLC (Casey Poynor)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                                                                                                    |              |
| <b>STAFF CONTACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                                                                                                    |              |
| Jeff Fisher, AICP<br>Chief Planner<br>(325) 657-4210, Extension 1550<br><a href="mailto:jeff.fisher@cosatx.us">jeff.fisher@cosatx.us</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                                                                                    |              |

**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 supports the Comprehensive Plan Amendment to **Neighborhood** on the 35.65-acre portion of the property. The land to the east, northeast, and northwest is already zoned Single-Family Residential and designated Neighborhood in the Comprehensive Plan. The Neighborhood designation and the RS-1 zoning would facilitate construction of the new single-family lots. Staff is not supportive of the **Commercial** Future Land Use. Commercial Uses per the Future Land Use policies “are often single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage into the major street network” and the policies encourage transitional and intermediate uses in between commercial areas and neighborhoods. The commercial lot is an exclusive lot next to a residential area and Staff believes the **Neighborhood Center** designation would be more appropriate given proximity to the residential neighborhood.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The lots will comply with the proposed zoning districts. All the residential lots are at least 0.5-acre and will comply with the RS-1 and CG standards. However, Staff recommends Neighborhood Commercial (CN) instead of General Commercial (CG) on the commercial lot given its location next to a residential neighborhood. The CN district intent statement in the Zoning Ordinance is to provide commercial development that serves and is supported by a relatively small area which should be low intensity with small floor areas. CN would limit outdoor storage to within 5 feet of a building wall instead of 10% of the lot area in CG. These provisions would limit the overall scale of development but still allow a wide range of retail commercial uses (see attached handouts). Uses that would be considered more intense and require additional buffering or screening are not allowed by right in CN but would be allowed in CG such as Self-Service Storage, Vehicle Wash and Manufacturing Craft by Artisan. CG would also with a conditional use option for certain Industrial Services, Warehouse and Freight and Wholesale Trade, uses not appropriate in residential neighborhoods.
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.** RS-1 with CN zoning would be compatible with the surrounding area, but CG would not be for the reasons noted above.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property is being annexed into the City Limits and requires the designation of an appropriate zoning district consistent with the Future Land Use Plan.
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. A drainage study was required as a condition of the plat. At time of permitting, a further review of drainage, grading, and stormwater will be conducted by Engineering Services to address any environmental issues.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The property is located within the “Immediate” area for Annexation in the City’s Annexation Plan. It is also surrounded by residential homes to the southwest, northwest, and northeast. Staff believes there is a community need for more residential housing, along with a small-scale neighborhood commercial lot.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The approved plat will provide access to the subdivision from Country Club Road, a major collector road, and S. Ratliff Road, a minor collector road. As part of the subdivision plat approval, the applicant is required to pave an additional 8 feet for Ratliff Road on their incremental half to improve the road to the required standard. The Planning Commission approved the plat and Staff believes the proposed development and street connections are adequate to serve this area.

**Recommendation:**

Staff recommends **APPROVAL** of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the “Rural” to the “Neighborhood” Future Land Use and to zone property Single-Family Residential (RS-1) on 35.65 acres; and **DENIAL** of an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the “Rural” to the “Commercial” Future Land Use and to zone property General Commercial (CG) on 2.33 acres, and **ALTERNATIVELY RECOMMENDS APPROVAL** of “Neighborhood Center” Future Land Use and Neighborhood Commercial (CN) on the 2.33 acres.

**Note:**

1. Prior to approval, the property is to be annexed into the City Limits.

**Attachments:**

Aerial Map, Future Land Use Map, Zoning Map

Photographs

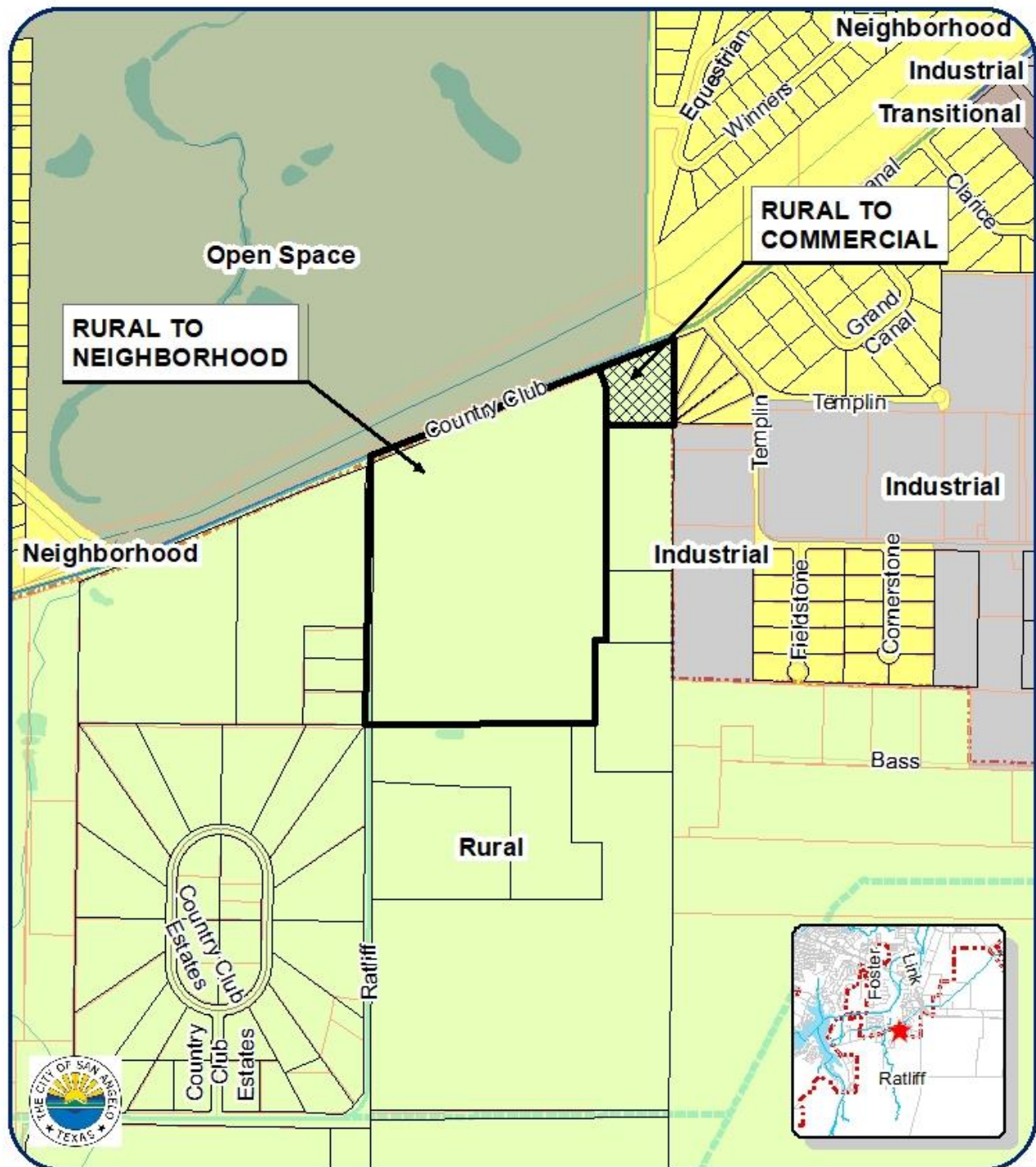
Applications







June 7, 2022

**Comp. Plan and Rezoning****CP22-04/Z22-10: Country Club Rd/S. Ratliff Rd.**

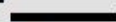
Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.

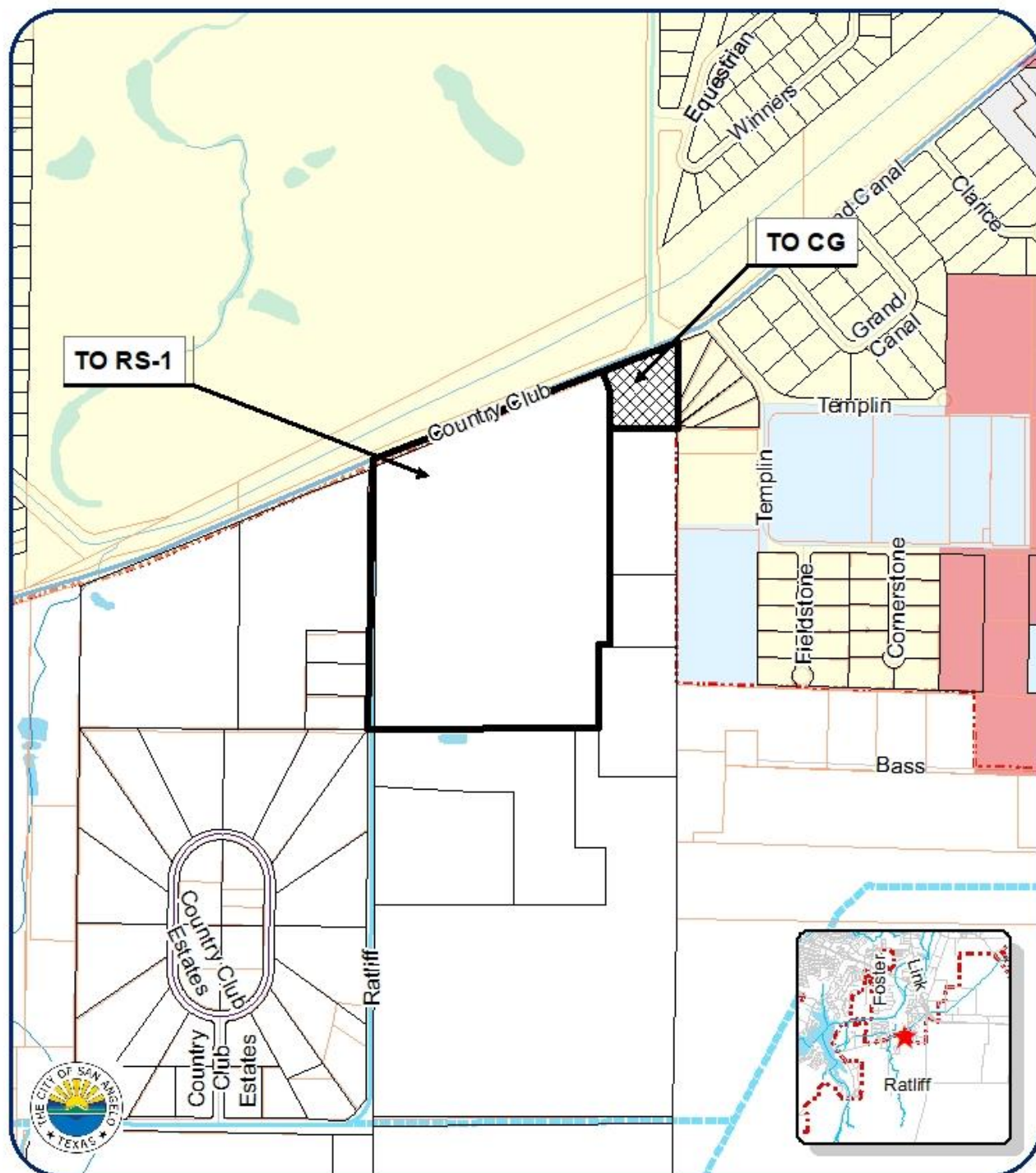
**Legend**

Subject Properties:   
 Current Zoning: **N/A**  
 Requested Zoning Change: **RS-1 and CG**  
 Vision: **Rural**  
 Requested Vision Change: **Neighborhood and Commercial**





June 7, 2022

**Comp. Plan and Rezoning****CP22-04/Z22-10: Country Club Rd/S. Ratliff Rd.**

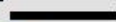
Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.

**Legend**

Subject Properties: 

Current Zoning: **N/A**

Requested Zoning Change: **RS-1 and CG**

Vision: **Rural**

Requested Vision Change: **Neighborhood and Commercial**



## Photos of Site and Surrounding Area

SOUTH AT SUBJECT PROPERTY



EAST ON COUNTRY CLUB ROAD



EAST AT SUBJECT PROPERTY



SOUTH ON S. RATLIFF ROAD





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): Dorado Bay, LLC☒ Owner☐ Representative (Notarized Affidavit Required)424 S. Chadbourne St.San AngeloTX76903

Mailing Address

City

State

Zip Code

325-226-3906

Contact Phone Number

casey.poynor@doradoconstructiongroup.com

Contact E-mail Address

1805 Country Club RdSan AngeloTX76904

Subject Property Address

City

State

Zip Code

Lot Size: 37.98Zoning: R&E**Section 2: Site Specific Details**Existing Use of Property: AgricultureProposed Use of Property: Single Family Residential and CommercialExisting Comprehensive Plan Land Use Designation: RuralRequested Comprehensive Plan Land Use Designation: Neighborhood and Commercial

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

land development

June 7, 2022

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

cap 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.

cap 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.

cap 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).

cap 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.

cap 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.

cap 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.

cap 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.

cap 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.**

*Casey A Poynor*

Signature of licensee or authorized representative

3/31/2022

Date

Casey A Poynor

Printed name of licensee or authorized representative

Dorado Bay, 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: \_\_\_\_/\_\_\_\_/\_\_\_\_



June 7, 2022

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): Dorado Bay, LLC☒ Owner☐ Representative (Notarized Affidavit Required)**424 S. Chadbourne St.**

San Angelo

TX

76903

Mailing Address

City

State

Zip Code

325-226-3906

casey.poynor@doradoconstructiongroup.com

Contact Phone Number

Contact E-mail Address

1805 Country Club Road

San Angelo, TX 76904

Subject Property Address

City

State

Zip Code

Phase 1 Fairway Downs Subdivision, 37.98 acres (35.65 and 2.33), Survey 169, Abstract 1647, M. Mayer Survey, Block 9

Legal Description (can be found on property tax statement or at [www.tomgreencad.com](http://www.tomgreencad.com))

Upton and Collins Subdivision

Existing Zoning: R&EProposed Zoning: ~~RS-1 & CG~~ Lot size: 35.65 & 2.33

RS-1 (Lots 101 thru 152)  
CG (Lot 300)

RS-1 (35.65 acres)  
CG (2.33 acres)

(Zoning Map available on [City Maps](#))**Section 2: Site Specific Details**Existing Use of Property: Agriculture\*Proposed Use of Property: Residential and Commercial

\*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.

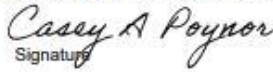
June 7, 2022

**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.

Casey A Poynor



Dorado Bay, LLC

3/31/22

Owner Name (Print)

Signature

Company/Organization (If Applicable)

Date

Representative Name (Print)

Signature

Company/Organization

Date

**FOR OFFICE USE ONLY:**
☐ Verified Complete ☐ Verified Incomplete

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Case No.: Z \_\_\_\_ -- \_\_\_\_

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: \_\_\_\_/\_\_\_\_/\_\_\_\_



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 AT THE SOUTHEAST CORNER OF COUNTRY CLUB ROAD AND S. RATLIFF ROAD, BEING A TOTAL OF 37.98 ACRES IN THE M. MAYER SURVEY NO. 169, ABSTRACT NO. 1647, AND WITHIN BLOCK 9 OF THE UPTON AND COLLINS SUBDIVISION; FROM "RURAL" TO "NEIGHBORHOOD" AND "NEIGHBORHOOD CENTER" IN CONNECTION WITH AN ANNEXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP22-04

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 located at the southeast corner of Country Club Road and S. Ratliff Road, being a total of 37.98 acres in the M. Mayer Survey No. 169, Abstract No. 1647, and within Block 9 of the Upton and Collins Subdivision, Tom Green County, Texas; from “Rural” to “Neighborhood” and “Neighborhood Center” in connection with an annexation.**

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 **7<sup>th</sup> day of June, 2022**, and finally ADOPTED on this the **21<sup>st</sup> day of June, 2022**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

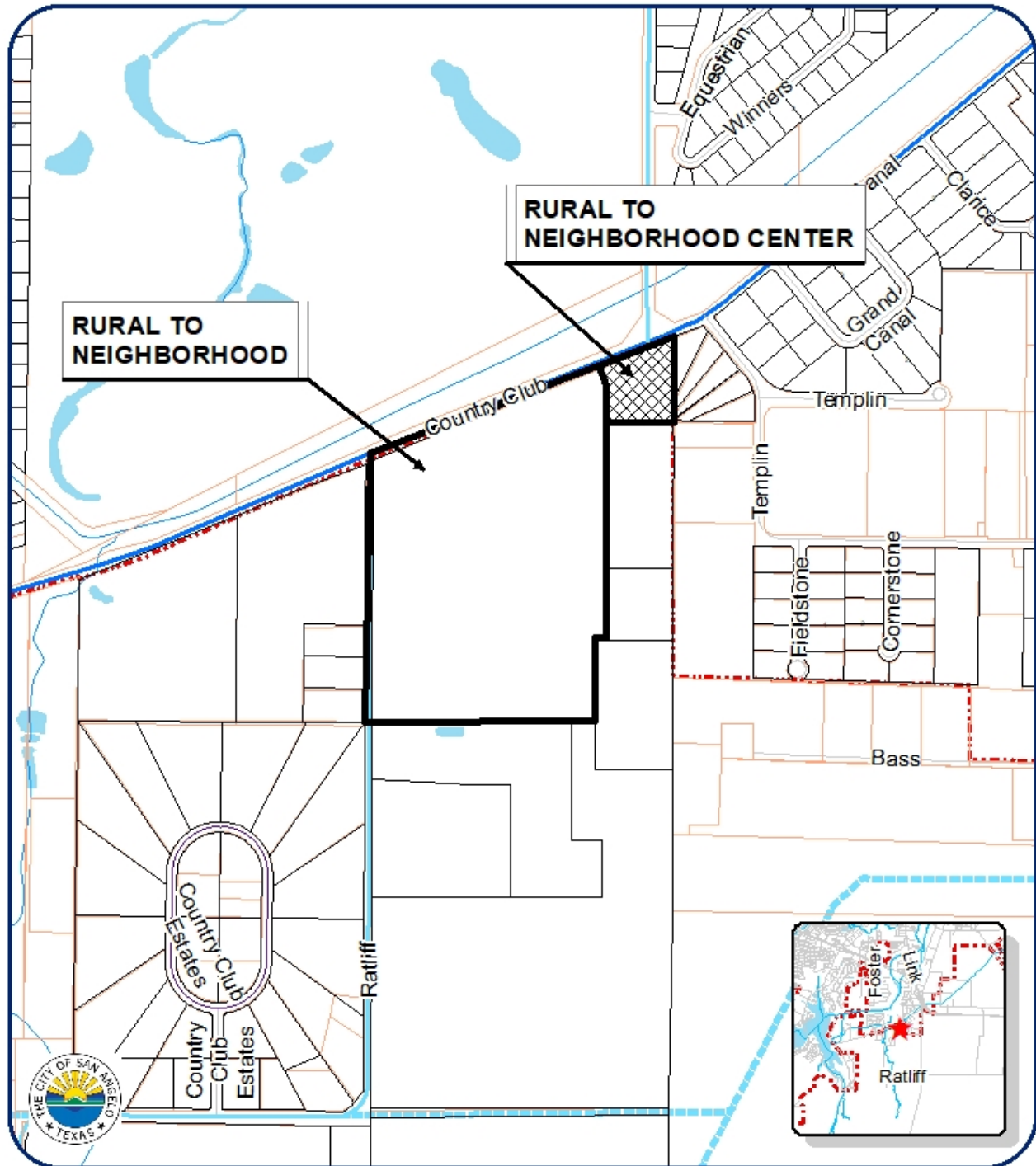
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia Antilley, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

# EXHIBIT "A"



## Comprehensive Plan Amendment

### CP22-04: Country Club Rd/S. Ratliff Rd.

Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.

## Legend

Subject Properties:

Current Zoning: **N/A**

Requested Zoning Change: **RS-1 and CG**

Vision: **Rural**

Requested Vision Change: **Neighborhood and Commercial**

N



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **37.98 ACRES IN THE M. MAYER SURVEY NO. 169, ABSTRACT NO. 1647, AND WITHIN BLOCK 9 OF THE UPTON AND COLLINS SUBDIVISION, TOM GREEN COUNTY, TEXAS, LOCATED AT THE SOUTHEAST CORNER OF COUNTRY CLUB ROAD AND S. RATLIFF ROAD**; FROM UNZONED LAND TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) AND NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICTS IN CONNECTION WITH AN ANNEXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-10: Southeast corner of Country Club Road and S. Ratliff Road

WHEREAS, on the 16<sup>th</sup> day of May, 2022, 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 Single-Family Residential (RS-1) and Neighborhood Commercial (CN) Zoning Districts; and,

WHEREAS, on the 7<sup>th</sup> day of June, 2022, City Council held a public hearing on Z22-10, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned SINGLE-FAMILY RESIDENTIAL (RS-1) AND NEIGHBORHOOD COMMERCIAL (CN) Zoning Districts:

**The real property located at the southeast corner of Country Club Road and S. Ratliff Road, being 37.98 acres in the M. Mayer Survey No. 169, Abstract No. 1647, and within Block 9 of the Upton and Collins Subdivision, 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 **7<sup>th</sup> day of June, 2022**, and finally PASSED, on this the **21<sup>st</sup> day of June, 2022**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

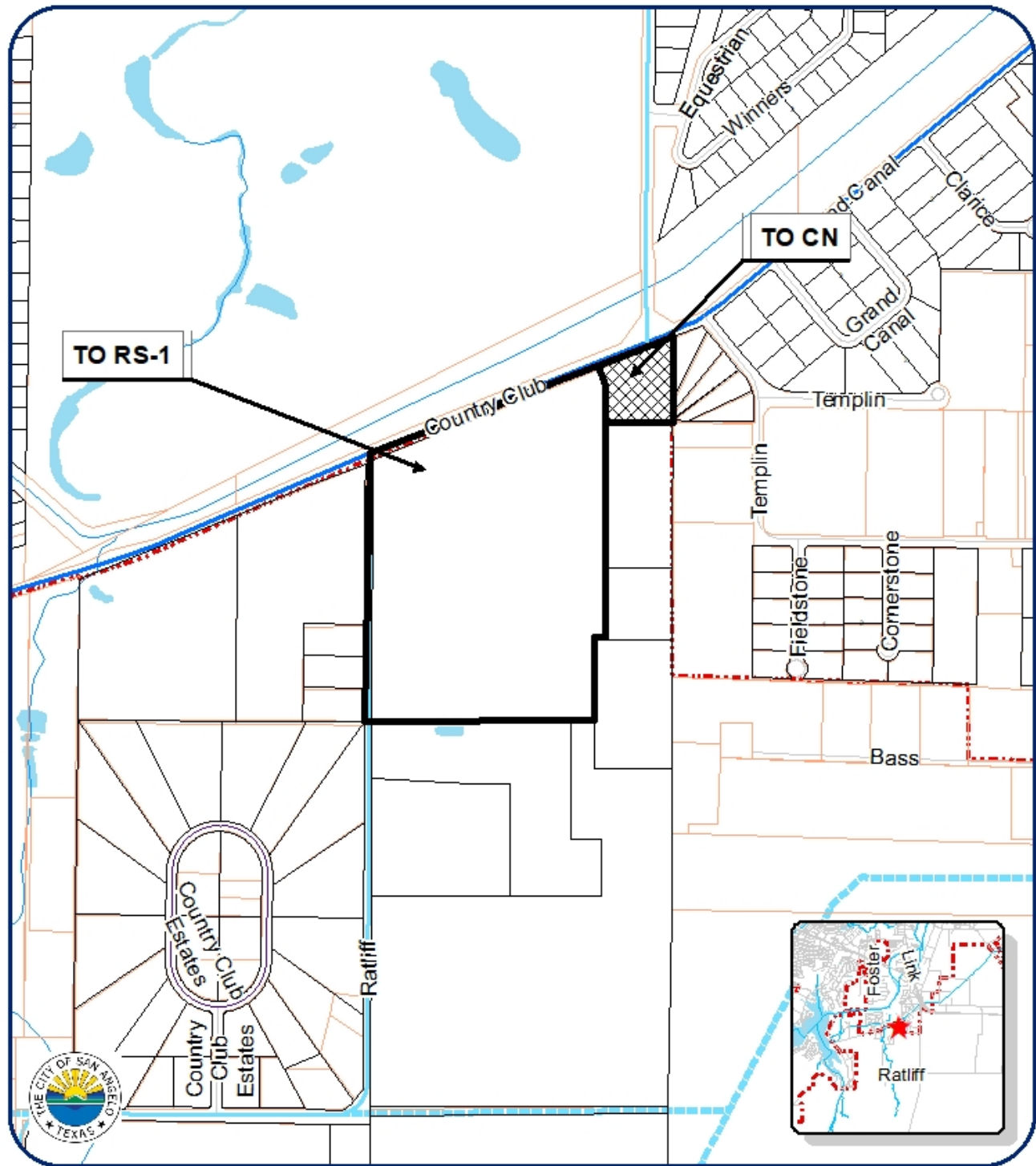
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia Antilley, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

# EXHIBIT "A"



## Zoning

### 222-10: Country Club Rd/S. Ratliff Rd.

Council District 1 - Tommy Hiebert

Neighborhood: Country Club

Scale: 1" approx. = 625 ft

SE of Country Club Rd/S. Ratliff Rd, 37.98 ac.

## Legend

Subject Properties: 

Current Zoning: **N/A**

Requested Zoning Change: **RS-1 and CG**

Vision: **Rural**

Requested Vision Change: **Neighborhood and Commercial**

N





PETITION

Received  
051622  
gt

Date: 2 May 2022 File Numbers:

To: San Angelo City Council / Planning Board/ Whom it May Concern

We, the undersigned owners of property affected by the requested zoning change described in the referenced file, do hereby protest against any change which would zone the property for residential from rural. The following are the reasons for the concerns which will be discussed further at the City Planning meeting on 16 May 2022, at 9 a.m.

The very safety of our citizens is at risk due to the increased traffic on Ratliff Road, Country Club Road, and Grand Canal Road, especially at the intersection of Hwy 227 an already a congested, dangerous intersection. The addition of 112 houses is a significant number and the existing road system is already struggling to handle the current traffic. Further complicated by six years of construction vehicles.

Also our quality of living will be effected by the decrease of property values due to the transformation of a quiet rural area, (the main reason we paid to live outside the city limit), now transformed into a bustling suburban area with convenience stores and businesses. Not to mention several houses having a street pointing directly into their front door.

Lastly, the desecration of wildlife habitat, another reason to live outside the city limit, including deer, turkey, birds, not to mention, kestrels, great horned owls, and many snake species necessary for controlling the rodent population.

| Signature              | Printed Name             | Address(House # and Street Name) |
|------------------------|--------------------------|----------------------------------|
| Shari + Robert Wicks   | Shari + Robert Wicks     | 6925 S. Ratliff Rd               |
| Verda R. Bloys         | Verda R. Bloys           | 6913 S. Ratliff Rd,              |
| George D. McClung      | GEORGE DAN MCCLUNG       | 7289 S. RATLIFF RD               |
| Nita Sue McClung       | Nita Sue McClung         | 7289 S. RATLIFF RD.              |
| Mikel Watts            | Mikel Watts              | 7309 S. Ratliff Rd,              |
| Jennifer Michael Lewis | Jennifer Michael Lewis   | 7349 S. Ratliff                  |
| Bill + Laura Frost     | BILL + LAURA FROST       | 1902 County Club Est             |
| Mike Martindale        | Mike & Glenda Martindale | 7351 S. Ratliff Rd               |
| Billie Ruth Hodges     | Billie Ruth Hodges       | 7341 Ratliff                     |
| Ricky Etheredge        | Ricky Etheredge          | 2015 C.C. Est. Co.               |

King & Mary Rash Kirby & Nancy Rankin 2012 Country Club Est Circle

Saturday Stars 2042 Country Club Estate Circle San Angelo 76904

Mack D Roller Mack D. Roller Jr 2055 Country Club Est. Cir  
SAN ANGELO TX 76904

John Mark D Roller John Mark D Roller 2055 Country Club Est. Cir  
SAN ANGELO TX 76904

Kristine M. Roller Kristine M Roller 2055 Country Club Est Cir  
San Angelo, TX 76904

Ronald & Mary Christian 2051 C.C. Est. Cir  
76904

Maritza Martinez / Richard Morris 2062 CC Estate Cir 76904

Ruth Dadds / Mickey Dadds 2072 Co. Club Est. Circle  
76904

Randall Wrobel RANDALL Wrobel 1965 Country Club Est Circle

Faye Wrobel Faye Wrobel 1965 Country Club Est Circle  
76904

Rosemary Richards ROSEMARY RICHARDS 1962 Country Club  
Est 76904

Wm A Richards Wm A Richards 1962 Country Club Est

W. B. Holmes Fred Holmes 2032 Country Club Est. Cir. 76904

Diane Leftman Diane Leftman 1455 Country Club Estate Circle  
76904

Diane Leftman Diane Leftman 1455 Country Club Estate Circle

Charles Lee C. Ford CHARLOTTE FOLTZ GRAYFORD 1975 Country Club  
Est Circle

Fran S. Ratliff 7373 S. Ratliff Rd

Liam Rosas 7338 S Ratliff

Lennie Omer 7342 S Ratliff Rd

Roy Johnson Roy Johnson 1945 C.C.E.C. 763-9857

Amanda Ritchie Amanda Ritchie 2025 Country Club  
Estates Circle

Kristin Seidel-Haeller 7441 S. Ratliff Rd. 325-939-1045

Suzanne M. (C) 6881 S. Ratliff Rd. 325-651-6881





Received

051622

pf

To Whom it May Concern,

We are writing to express our strong opposition to Case #'s CP22-04 and Z22-10, the proposed rezoning at the intersection of Country Club Road and South Ratliff Road. While we may be unable to prevent development of the proposed subdivision "Fairway Downs," nearly all residents in the surrounding neighborhoods are completely opposed to the addition of multi-family housing that will disrupt the tranquil environment, cause traffic and safety problems, destroy the local wildlife habitat, and potentially lower the property values of the existing community.

Traffic and safety of pedestrians are major areas of concern. The introduction of 52 houses in the first Phase and 68 in the second Phase will greatly increase the traffic on Ratliff Road, Country Club/Grand Canal Road, and will make the dangerous intersection of highway 277 more treacherous. Unless further planning is underway and a traffic light installed, we foresee this is already hazardous roadway will yield unsafe conditions, traffic delays, and the risk of death due to accidents. Additionally, the intersection of Grand Canal and Country Club Road is near a curve with a blind spot; it is already risky to cross with many close calls. The influx of traffic increases the chance of accidents.

Traffic on Ratliff Road is already quite heavy and has increased due to the large delivery trucks and 18-wheelers supporting the new solar field and from several local businesses. The road is barely wide enough for two cars, and when a large truck is approaching, you must move off to the dirt because there is no paved shoulder. The addition of eight feet will help but will still leave no room for error when trying to turn or pass. Which leads to the question of where the eight feet will come from. Many older residents and children live along Ratliff Road, and they will be subjected to a safety concern by what will become an extra busy road. Residents will be forced to move mailboxes during the road construction, endure the inconvenience of the displaced mailboxes and the work to replace them once the work is done, and then face the safety concerns imposed crossing the now extra busy road.

Lastly, our concern is the impact on property values and the nightmarish disturbance residents face with six years of construction. There was no consideration for those living adjacent to the construction site as the approved plan has a road pointing right in their front door. Also gone will be what many consider a major selling point, a rural area, so close to the city where wildlife flourished. Deer, turkey, birds, not to mention kestrels and great horned owls, and many snake species necessary for controlling the rodent population, live on the subject property and will see their habitat destroyed. Having horses, chickens, or purple martin colonies are reasons people move out here; now it will be considered a bustling suburb with traffic, noise, and businesses. And, the county residents, those who rely on water wells and septic systems will also face potential issues that are caused by this rezoning.

We were disappointed that no notices were mailed; and prior to the rezoning sign being placed no one had the common courtesy to give any kind of a heads up that this was going to happen or have their voice heard. That is the reason we are just now submitting the petition at this point of the process.

For the reasons discussed above, we urge you to disapprove the proposed rezoning. Thank you for your continued service and support of our communities.

Best regards,

Concerned residents



April 21, 2022

Received  
042122 gf

To Whom It May Concern,

My wife and I live at 6925 S. Ratliff Road, which is across the street from the projected development of the "37.98 acres in M. Mayer Survey 169, Abstract No. 1647" named "Fairway Downs." And we have deep concerns about the discovery of your project and the disruption it will cause us from this day forward. Not only will the construction process alter the landscape and environment, but it will cause changes that directly affect our lives. As a result, we would like to know what recourse, if any, is at our disposal to offset the monumental distortion of our neighborhood.

We understand the need for houses in the local area, but we protest the disregard for those of us impacted by the sizable insertion of this subdivision. Our home's front porch, which was built in time of significantly different traffic patterns, is a mere 42 feet from the edge of S. Ratliff Road. There is already significant street noise and traffic from the many residents on Ratliff Road, Country Club Estates, and from the patrons of Country Club for Dogs, causing us to erect a wood fence to buffer the obtrusion. The road expansion and the construction of 50-plus homes, along with approved commercial venues, during the first phase alone will be intolerable. The initiation of the phase two construction will further disrupt our lives.

It is disheartening to have such a sizeable development unsettle our lives. Besides the stream of traffic and disturbance this will bring, there will be significant disruption from the construction as well. There are already many "close calls" with traffic on Country Club Road and Grand Canal, particularly between S. Ratliff Road and US 277. The recent addition of 20 houses, (with more construction underway), off Hilton Head Boulevard only added to the stream of traffic. Without foresight and modification, "Fairway Downs" significantly increases the risk on this thoroughfare, not to mention the already dangerous intersection with US 277.

Shari and I served our country for a combined 55 years of active military service and as retirees we thought we had found an affordable, quiet sanctuary. And after 14 years of investment, we felt this was our forever home. Although it is an unknown, we fear this will most likely lower our property value on top of disrupting our lives. Regretfully, we don't see staying here now, requiring us to uproot our lives yet again, and that of my wife's mother, who also lives with us since her father passed.

We are asking you and the Planning Board because we've never been in this situation, and we have question. We are wondering why someone didn't give us a notice or heads up; maybe that does not fall to the Planning Board, but maybe it does. Does incorporating to the city also affect us? What happens with our taxes? But we are learning quickly, and we will find out; we need guidance and would appreciate assistance. I guess if it were your family, you would probably be feeling the same way.

Thank you for your time and we look forward to hearing from you.

Respectfully,

Robert and Shari Wicks  
(325) 315-7144/7155





# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: June 7, 2022

Item type: Regular Item

---

## **Caption:**

First reading and public hearing of an ordinance authorizing the issuance and sale of City of San Angelo, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2022; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the sale of the Certificates, the terms of the Certificates and the offering documents for the Certificates; establishing certain parameters for the approval of such matters by the pricing officer; approving the use of a Paying Agent/Registrar Agreement; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; providing an effective date; and enacting other provisions relating to the subject (Presentation made by Finance Director Tina Dierschke)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

Adopt an ordinance for the issuance of Series 2022 Certificates of Obligation. Series 2022 certificates are associated with projects related to Street Improvements and Reconstruction.

Publication of notice of intention to issue combination tax and limited surplus revenue Certificates of Obligation was approved by the City Council on April 5, 2022.

## **Funding Source(s):**

## **Financial Impact:**

Debt service obligation associated with issuance: \$16,000,000

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | 5.26.2022 - San Angelo - Certificates of Obligation | 5.26.2022 - San Angelo - Certificates of Obligation.pdf |
| 2. | Ordinance (San Angelo 2022 COs)v2                   | Ordinance (San Angelo 2022 COs)v2.pdf                   |

## **Presentation:**

Tina Dierschke



**Approvals/Reviews:**

Tina Dierschke  
Tina Dierschke  
Theresa James  
Brandon Dyson  
Julia Antilley

Created/Initiated  
Approved  
Approved  
Approved  
Final Approval



# City of San Angelo, Texas

Parameters Sale - Certificates of Obligation, Series 2022

June 7, 2022



**SPECIALIZED PUBLIC FINANCE INC.**  
FINANCIAL ADVISORY SERVICES

Vince Viaille | Managing Director

Office 214.373.3911 | Cell 806.773.4546  
vince@spfmuni.com

Patrick Q. Smith | Director

Office 214.373.3911 | Cell 214.499.0412  
patrick@spfmuni.com

# Overview of the Plan of Finance

## Summary



- On April 5<sup>th</sup>, the City of San Angelo (the “City”) approved a Notice of Intent to issue Certificates of Obligation as part of its rolling issuance program.
- The proposed Certificates of Obligation will be amortized over a 20-year term.
- No tax rate increase is anticipated as part of the rolling Certificates of Obligation program.
- Today, the City will consider delegation of the sale to the Pricing Officer(s). The deadline for bids to be submitted is June 9, 2022 at 10:00am. Once the bids are received, the Pricing Officer will award the Certificates to the winning bidder as calculated by the lowest interest rate.
- Within the analysis, the following primary assumptions are utilized:
  - Current interest rates plus 25 basis points as a hedge against potential upward rate movement.
  - Assessed value growth of 3% annually (2022-2031); and 1% thereafter.
  - 97.5% tax rate collections.

# Proforma Debt Service – Certificates of Obligation Program

## Tax Supported Debt Service



| FYE<br>9/30 | Adjusted<br>Taxable Value <sup>(2)</sup> | Est. AV<br>Growth | Existing Tax<br>Supported<br>D/S | Certificates of Obligation       |                          |              | Estimated Existing &<br>Proposed Tax<br>Supported D/S | Estimated I&S<br>Tax Rate <sup>(3)</sup> |
|-------------|------------------------------------------|-------------------|----------------------------------|----------------------------------|--------------------------|--------------|-------------------------------------------------------|------------------------------------------|
|             |                                          |                   |                                  | Prelim. \$16,000,000 Series 2022 |                          |              |                                                       |                                          |
|             |                                          |                   |                                  | Dated: May<br>Principal          | TIC. @ 3.82%<br>Interest | Total<br>D/S |                                                       |                                          |
| 2022        | \$5,515,748,574                          | -                 | \$4,905,176                      | \$ -                             | \$ -                     | \$ -         | \$4,905,176                                           | 0.0936                                   |
| 2023        | 5,681,221,031                            | 3.00%             | 4,040,774                        | 475,000                          | 669,641                  | 1,144,641    | 5,185,415                                             | 0.0936                                   |
| 2024        | 5,851,657,662                            | 3.00%             | 3,921,225                        | 835,000                          | 585,375                  | 1,420,375    | 5,341,600                                             | 0.0936                                   |
| 2025        | 6,027,207,392                            | 3.00%             | 3,367,200                        | 290,000                          | 568,500                  | 858,500      | 4,225,700                                             | 0.0719                                   |
| 2026        | 6,208,023,614                            | 3.00%             | 3,523,150                        | 290,000                          | 559,800                  | 849,800      | 4,372,950                                             | 0.0722                                   |
| 2027        | 6,394,264,322                            | 3.00%             | 3,620,450                        | 240,000                          | 551,850                  | 791,850      | 4,412,300                                             | 0.0708                                   |
| 2028        | 6,586,092,252                            | 3.00%             | 3,792,950                        | 165,000                          | 545,775                  | 710,775      | 4,503,725                                             | 0.0701                                   |
| 2029        | 6,783,675,019                            | 3.00%             | 3,826,075                        | 165,000                          | 540,825                  | 705,825      | 4,531,900                                             | 0.0685                                   |
| 2030        | 6,987,185,270                            | 3.00%             | 3,578,975                        | 650,000                          | 526,975                  | 1,176,975    | 4,755,950                                             | 0.0698                                   |
| 2031        | 7,196,800,828                            | 3.00%             | 3,573,719                        | 855,000                          | 498,500                  | 1,353,500    | 4,927,219                                             | 0.0702                                   |
| 2032        | 7,268,768,836                            | 1.00%             | 3,579,981                        | 890,000                          | 463,600                  | 1,353,600    | 4,933,581                                             | 0.0696                                   |
| 2033        | 7,341,456,525                            | 1.00%             | 3,562,422                        | 925,000                          | 427,300                  | 1,352,300    | 4,914,722                                             | 0.0687                                   |
| 2034        | 7,414,871,090                            | 1.00%             | 3,564,706                        | 965,000                          | 389,500                  | 1,354,500    | 4,919,206                                             | 0.0680                                   |
| 2035        | 7,489,019,801                            | 1.00%             | 3,561,969                        | 1,000,000                        | 350,200                  | 1,350,200    | 4,912,169                                             | 0.0673                                   |
| 2036        | 7,563,909,999                            | 1.00%             | 3,385,634                        | 1,040,000                        | 309,400                  | 1,349,400    | 4,735,034                                             | 0.0642                                   |
| 2037        | 7,639,549,099                            | 1.00%             | 3,597,825                        | 1,085,000                        | 266,900                  | 1,351,900    | 4,949,725                                             | 0.0665                                   |
| 2038        | 7,715,944,590                            | 1.00%             | 3,597,188                        | 1,135,000                        | 222,500                  | 1,357,500    | 4,954,688                                             | 0.0659                                   |
| 2039        | 7,793,104,036                            | 1.00%             | 2,333,400                        | 1,175,000                        | 176,300                  | 1,351,300    | 3,684,700                                             | 0.0485                                   |
| 2040        | 7,871,035,076                            | 1.00%             | 2,334,500                        | 1,225,000                        | 128,300                  | 1,353,300    | 3,687,800                                             | 0.0481                                   |
| 2041        | 7,949,745,427                            | 1.00%             | -                                | 1,270,000                        | 78,400                   | 1,348,400    | 1,348,400                                             | 0.0174                                   |
| 2042        | 8,029,242,881                            | 1.00%             | -                                | 1,325,000                        | 26,500                   | 1,351,500    | 1,351,500                                             | 0.0173                                   |
|             |                                          |                   | \$62,999,418                     | \$16,000,000                     | \$ 7,886,141             | \$23,886,141 | \$ 91,553,459                                         |                                          |

### Assumptions:

(1) Financing assumptions represent current interest rates plus 25 basis points.

(2) FY2022 Assessed Valuation are the current Net Taxable Assessed Value.; Estimated assessed valuation growth rates provided by the City.

(3) Est. tax collections rate: 97.5%

# Parameters for the Sale of Certificates



- An overview of a parameters bond sale for the Series 2022 Certificates:
- The proposed parameters are designed to provide the City with flexibility to access the bond market in a timely and efficient manner with the goal of achieving the lowest possible cost of funds.
- In a parameters sale, the Council delegates final pricing authority to the selected pricing officer(s).

| <i>Parameters Overview (2022 Certificates)</i> |                         |
|------------------------------------------------|-------------------------|
| Maximum Allowable Par Amount.....              | \$16,000,000 Par Amount |
| Maximum Final Maturity.....                    | February 15, 2042       |

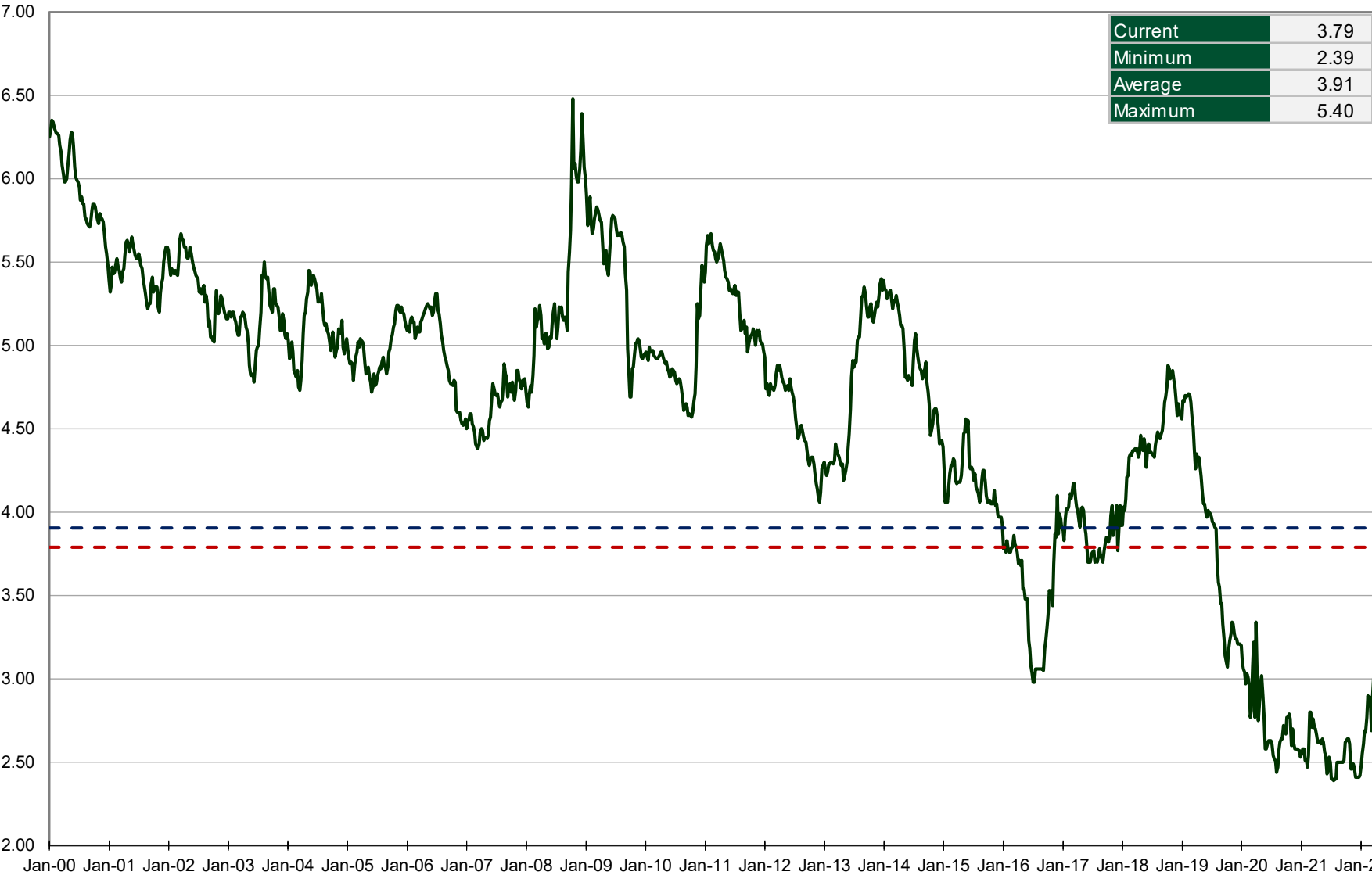


# History of Tax-Exempt Interest Rates

*The Bond Buyer's 20 Bond G.O. Index*



## History of Municipal Interest Rates



— Bond Buyer Revenue Bond Index    - - - Current    - - - Average

# Financing Timeline

## Proposed Series 2022 Certificates



| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    | 1  | 2  |
| 3     | 4  | 5  | 6  | 7  | 8  | 9  |
| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
| 1   | 2  | 3  | 4  | 5  | 6  | 7  |
| 8   | 9  | 10 | 11 | 12 | 13 | 14 |
| 15  | 16 | 17 | 18 | 19 | 20 | 21 |
| 22  | 23 | 24 | 25 | 26 | 27 | 28 |
| 29  | 30 | 31 |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 |    |    |

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    | 1  | 2  |
| 3    | 4  | 5  | 6  | 7  | 8  | 9  |
| 10   | 11 | 12 | 13 | 14 | 15 | 16 |
| 17   | 18 | 19 | 20 | 21 | 22 | 23 |
| 24   | 25 | 26 | 27 | 28 | 29 | 30 |
| 31   |    |    |    |    |    |    |

 Denotes City Council Meeting Date  
 Denotes Closing Date

| Date                               | Task                                                                                                                                                                                                                                                                       |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tuesday, April 5, 2022             | <u>City Council Meeting</u> - Financing update from Specialization Public Finance Inc. ("SPFI") for the issuance of the Certificates. The City Council will consider an Ordinance authorizing the publication of the notice of intent to issue the Certificates. (8:30 AM) |
| Friday, April 8, 2022              | First publication of notice of intent to issue Certificates in the newspaper of general circulation.                                                                                                                                                                       |
| Friday, April 15, 2022             | Second publication of notice of intent to issue Certificates in the newspaper of general circulation.                                                                                                                                                                      |
| Week of:<br>Monday, April 18, 2022 | SPFI distributes the Preliminary Official Statement ("POS") for comments and requests rating from S&P Global Ratings ("S&P") & Fitch Ratings ("Fitch").                                                                                                                    |
| Week of:<br>Monday, May 9, 2022    | Conference call with S&P and Fitch.                                                                                                                                                                                                                                        |
| Friday, May 27, 2022               | Receive rating from S&P and Fitch.                                                                                                                                                                                                                                         |
| Tuesday, May 31, 2022              | SPFI to post the POS.                                                                                                                                                                                                                                                      |
| Tuesday, June 7, 2022              | <u>City Council Meeting</u> - The Council will consider the Ordinance authorizing a Parameters Sale of the Certificates. (8:30 AM)                                                                                                                                         |
| Thursday, June 9, 2022             | <u>Competitive Sale</u> - Receive bids on the Certificates from broker/dealers. The bids are tabulated and verified by SPFI and awarded by the Pricing Officer.                                                                                                            |
| Thursday, July 7, 2022             | <u>Closing Date</u> - Proceeds from the Certificates are delivered to the construction fund.                                                                                                                                                                               |

**ORDINANCE NO. 2022-\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SALE OF THE CERTIFICATES, THE TERMS OF THE CERTIFICATES AND THE OFFERING DOCUMENTS FOR THE CERTIFICATES; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; APPROVING THE USE OF A PAYING AGENT/REGISTRAR AGREEMENT; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

---

|                            |          |
|----------------------------|----------|
| <b>THE STATE OF TEXAS</b>  | <b>§</b> |
| <b>COUNTY OF TOM GREEN</b> | <b>§</b> |
| <b>CITY OF SAN ANGELO</b>  | <b>§</b> |

WHEREAS, the City Council of the City of San Angelo, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates of Obligation, and said notice has been duly posted on the Issuer's internet website and duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code, as amended;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved;

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the City Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer to issue the Certificates of Obligation hereinafter authorized, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the Certificates of Obligation and setting the dates, price, interest rates, interest payment

periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of San Angelo, Texas (the "Issuer") are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for paying all or a portion of the Issuer's contractual obligations incurred in connection with or a portion of the Issuer's contractual obligations to be incurred in connection with: (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, signalization, landscaping, screening walls, lighting and signage; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each Certificate of Obligation issued pursuant to this Ordinance shall be designated: "CITY OF SAN ANGELO, TEXAS COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022," and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates of Obligation shall be in the respective denominations and principal amounts, shall be dated, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1371.053, Texas Government Code, as amended, the Assistant City Manager and Finance Director of the Issuer (each, a "Pricing Officer") are hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates, including without limitation, procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and

approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Certificates shall not exceed \$16,000,000;
- (ii) the final maturity of the Certificates shall not exceed February 15, 2042; and
- (iii) the maximum interest rate shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer prior to the 180th following the adoption of this Ordinance. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the City Council of the Issuer hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Certificates as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

#### Section 4. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Certificates (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.



(b) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(c) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(e) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be a single entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Should DTC require an updated Blanket Issuer Letter of Representations to be submitted by the Issuer, the Issuer's Finance Director is hereby authorized and directed to execute and deliver an updated Blanket Issuer Letter of Representations to DTC in the name and on behalf of the Issuer. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the

representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the Issuer to DTC.

(l) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(m) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Delivery Date on Certificate No. T-1, cancel the initial Certificate and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 5. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance:

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA  
STATE OF TEXAS

PRINCIPAL  
AMOUNT  
\$\_\_\_\_\_

CITY OF SAN ANGELO, TEXAS  
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2022

| <u>Interest Rate</u> | <u>Delivery Date</u> | <u>Maturity Date</u> | <u>CUSIP No.</u> |
|----------------------|----------------------|----------------------|------------------|
|                      | _____, 2022          | _____, ____          |                  |

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of San Angelo, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 20\_\_, and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days

thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated \_\_\_\_\_, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, signalization, landscaping, screening walls, lighting and signage; and (ii) legal, fiscal and engineering fees in connection with such projects.

ON \_\_\_\_\_, 20\_\_, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall

not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and



such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Clerk

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

[NAME OF PAYING AGENT/REGISTRAR]  
[CITY], [STATE]  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

- (i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:
- A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SAN ANGELO, TEXAS, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Years</u> | <u>Principal Installments</u> | <u>Interest Rates</u> |
|--------------|-------------------------------|-----------------------|
|--------------|-------------------------------|-----------------------|

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 20\_\_, and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

#### Section 6. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000, of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 7. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2)

gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment

of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

#### Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed by the Certificates (the "Project") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;



(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates or refunding bond are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations

or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code.

(d) The Issuer hereby authorizes and directs the Mayor, City Manager, Assistant City Manager, and Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

#### Section 11. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates shall be sold and delivered subject to the provisions of Sections 1 and 3 through a competitive sale pursuant to the terms and provisions of the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement distributed on June 15, 2022, as supplemented and amended (collectively, the "Preliminary Official Statement") which documents the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Initial Purchaser") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the Initial Purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a final official statement relating to the Certificates to be used by the Initial Purchaser in the marketing of the Bonds. The distribution and use of the Preliminary Official Statement prior to the date hereof has been and is hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Certificates is hereby approved.

(c) The Mayor, City Manager, City Clerk and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Pricing Officer is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining to the Certificates pending their delivery and the investigation, examination, and approval by the Attorney General of the State of Texas, and registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Certificate, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Initial Purchaser to accept delivery of the Certificates is subject to the Initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Initial Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager of the Issuer and the Mayor and the City Manager are each hereby authorized to execute such engagement letter.

**Section 13. INVESTMENT AND SECURITY OF FUNDS.** (a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds

Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

#### Section 14. CONSTRUCTION FUND.

The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund and used in the manner described in Section 6 of this Ordinance.

#### Section 15. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer of the general type included in the final Official under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2022, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate calls;
4. Release, substitution, or sale of property securing repayment of the Certificates;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
6. Appointment of a successor or additional trustee or the change of name of a trustee; and
7. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

For the purposes of the above described event notices, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or source of payment for, an existing or planned debt obligation, or (ii) a guarantee of (i) or (ii); provided, however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with



respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

#### Section 17. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 18. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

APPROVED AND ADOPTED ON THE 7<sup>TH</sup> DAY OF JUNE, 2022.

THE CITY OF SAN ANGELO, TEXAS

---

Brenda Gunter, Mayor

Attest:

---

Julia Antilley, City Clerk

Approved As to Form:

Approved As to Content:

---

Rodolfo Segura Jr  
McCall, Parkhurst & Horton L.L.P.

---

Tina Dierschke, Finance Director  
City of San Angelo, Texas

[CITY SEAL]

**NOTE:** This application is a public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

**1. Personal information**

|                                                                 |                              |
|-----------------------------------------------------------------|------------------------------|
| <b>Name:</b>                                                    | Dee Jay Wilde                |
| <b>Address:</b>                                                 | [REDACTED]                   |
| <b>ZIP code:</b>                                                | 76903                        |
| <b>Home/mobile phone:</b>                                       | [REDACTED]                   |
| <b>Office/mobile phone:</b>                                     | [REDACTED]                   |
| <b>Resident of San Angelo since (year):</b>                     | 2015                         |
| <b>City Council Single-Member District in which you reside:</b> | 1                            |
| <b>Registered San Angelo voter? (yes or no)</b>                 | Yes                          |
| <b>Occupation/business affiliation:</b>                         | UBS Financial Services, Inc. |
| <b>Occupation/business address:</b>                             | 610 S. Bryant Blvd. 76903    |
| <b>Title/position:</b>                                          | Financial Advisor            |

Email:

2. 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.

(o) Yes

3. Date

04/08/2022

4. Applying for:

(o) Parks and Recreation Advisory Board

5. Recommended by:

(Name): Carl White

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

**Education and/or professional licenses:**

Bachelor of science in Agricultural & Applied Economics

Master of science in Personal Financial Planning

Both at Texas Tech University

Certified Financial Planner

Born & raised in Wall, Texas

Ag background

Outgoing and willing to serve

**Current municipal and civic organization memberships (positions and dates):**

Fort Concho Foundation Board

Kiwanis Club

Boy Scouts - Finance Committee

Stock show & rodeo swine committee

**Previous municipal experience (positions, dates, where):**

Lubbock city council appointments commission 2010

**What personal qualifications can you bring to the board?**

Servant heart

Ability to get my hands dirty

Love the outdoors

I have a two year old daughter, so parks are a key part of raising her

Financial minded background

**What is your personal vision for the City?**

To grow and maintain a vibrant & historical west Texas town

**Why do you want to serve on this board?**

I love parks

I love helping people

I love the outdoors

I enjoy bringing new ideas to the table



**Is there anything else you would like to share about yourself?**

My main goals in life is to have fun, treat people with respect, and leave an organization in better shape than I found it.

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 [325-657-4405](tel:325-657-4405).

Thank you,  
City of San Angelo, TX

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.







**NOTE: This application is a public record.**

**Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.**

**1. Personal information**

|                                                                 |                                    |
|-----------------------------------------------------------------|------------------------------------|
| <b>Name:</b>                                                    | Ellen Groth                        |
| <b>Address:</b>                                                 | [REDACTED]                         |
| <b>ZIP code:</b>                                                | 76901                              |
| <b>Home/mobile phone:</b>                                       | [REDACTED]                         |
| <b>Office/mobile phone:</b>                                     | [REDACTED]                         |
| <b>Resident of San Angelo since (year):</b>                     | 1980                               |
| <b>City Council Single-Member District in which you reside:</b> | District 5                         |
| <b>Registered San Angelo voter? (yes or no)</b>                 | Yes                                |
| <b>Occupation/business affiliation:</b>                         | Upper Colorado River Authority     |
| <b>Occupation/business address:</b>                             | 512 Orient, San Angelo, 76903      |
| <b>Title/position:</b>                                          | Financial & Administrative Manager |

Email:

2. 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.

(o) Yes

3. Date

01/28/2022

4. Applying for:

(o) Keep San Angelo Beautiful

5. Recommended by:

(Name): Charlotte Anderson

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

**Education and/or professional licenses:**

I have a Bachelor of Arts from Angelo State University and many years of experience in the Environmental field.

**Current municipal and civic organization memberships (positions and dates):**

None

**Previous municipal experience (positions, dates, where):**

None

**What personal qualifications can you bring to the board?**

I have 28 years of experience working for an environmental agency (UCRA) in various capacities. While my current official title does not reflect it, I work as the Education Outreach Coordinator for all our programming and special projects. I assist in grant writing and program management. I have been the agency liaison and continue to work towards building community partnerships. I am organized, creative, well rounded and level headed.

**What is your personal vision for the City?**

Our city is a hidden gem. We have so much to offer as a community. I would like to see the city foster a greater environmental stewardship in its citizens.

**Why do you want to serve on this board?**

Keep San Angelo Beautiful is doing amazing things in our community and I would like to be a part of that. I also believe that the connection between the Upper Colorado River Authority and KSAB is a perfect match.

**Is there anything else you would like to share about yourself?**

I believe education is essential in shifting the mindset of the citizens to understand that we all have part to play in making our community a better place. While I have strong personal beliefs about our responsibility to the planet, I also understand that you need to meet people where they are and respect each individual perspective.

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 [325-657-4405](tel:325-657-4405).

Thank you,  
City of San Angelo, TX

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

**NOTE: This application is a public record.**

**Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.**

**1. Personal information**

|                                                                 |                                |
|-----------------------------------------------------------------|--------------------------------|
| <b>Name:</b>                                                    | Lyndon Roberts Galindo         |
| <b>Address:</b>                                                 | [REDACTED]                     |
| <b>ZIP code:</b>                                                | 76901                          |
| <b>Home/mobile phone:</b>                                       | [REDACTED]                     |
| <b>Office/mobile phone:</b>                                     | [REDACTED]                     |
| <b>Resident of San Angelo since: (year)</b>                     | 1982                           |
| <b>City Council Single-member District in which you reside:</b> | San Angelo                     |
| <b>Registered San Angelo voter? (yes or no)</b>                 | Yes                            |
| <b>Occupation/business affiliation:</b>                         | Realtor @ ERA Newlin & Company |
| <b>Occupation/business address:</b>                             | 1722 W Ave N                   |
| <b>Title/position:</b>                                          | Realtor                        |



Email:

2. 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.

(o) Yes

3. Date

05/26/2022

4. Applying for:

(o) Planning Commission

5. Recommended by:

(Name): Karen Hesse Smith

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

**Education and/or professional licenses:**

I have a Bachelors in Science degree from Angelo State University, and I am a licensed Realtor in the state of Texas.

**Current municipal and civic organization memberships (positions and dates):**

National Realtors Association

San Angelo Realtors Association

SAISD PTO

**Previous municipal experience (positions, dates, where):**

I have not served in a board capacity for any municipal positions

**What personal qualifications can you bring to the board?**

I have grown up in San Angelo, attended SAISD and graduated from ASU. I am a mother of 3 boys who attend local schools and my husband and I know the importance of continued growth within our community. I have worked in both corporations and small businesses and understand how each person can impact the positive growth in San Angelo. I am currently self employed in the real estate industry and see on a daily basis the positive effect of planning in our community.

**What is your personal vision for the City?**

I would like to see the city continue to grow, attracting both families and businesses to allow our community to expand and foster new opportunities. I would also like for us to utilize our excellent school system and natural resources. San Angelo is an oasis in the middle of West Texas and a jewel that we need to continue to make shine.

**Why do you want to serve on this board?**

I grew up in San Angelo, and through my profession I am particularly interested in how zoning and the planning commission continue to help rejuvenate the city and local communities. With my personal and professional experience I would love the opportunity to impact the continued growth and success of the city of San Angelo.

**Is there anything else you would like to share about yourself?**

As a San Angelo native and a knowledgeable Real Estate Professional, I recognize and value the trust my clients and the public place in me and I strive every day to exceed their expectations. I am very familiar with the community, and am committed to working hard, listening, and following through in order to provide quality service and to build relationships with clients and the public. I have been a volunteer with several organizations and have worked with the public for the last 25 years, enjoy the outdoors, and love meeting new people.

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's Office at [325-657-4405](tel:325-657-4405).

Thank you,  
City of San Angelo, TX

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.