



City Council Agenda 9/8/2022

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held September 8, 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

- a. Proclamation of September 15 - October 15, 2022 as National Hispanic Heritage Month
- b. Recognition honoring Vicky Porter's retirement after 31 years of service with the City of San Angelo

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 August 11, 2022 General Fund Budget Workshop and August 16, 2022 City Council Regular Meeting minutes (Julia Antilley)
- b. Consider authorizing the City Manager to negotiate and execute all related documents for temporary monitoring wells in the city's right-of-way and owned property (Shane Kelton, Manda Salladay)
- c. Consider approving a one-year lease extension between the City of San Angelo and Concho Valley Workforce Development Board for 19,121-sq. ft. of office space (Robert Bluthardt)
- d. Consider awarding Task Order #8 under IDIQ contract ES-06-19 Engineering Services for Bank Stabilization to Freese and Nichols in an amount of \$93,227 for Data Collection, Conceptual Analysis, Design Management, and Surveying and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)
- e. Consider awarding WU-08-22 Water System Computer Model Updates and Analysis to CDM Smith, Inc., in the amount of \$140,000 and authorizing the City Manager to negotiate and execute all related documents (Andy Vecellio)
- f. Consider approving purchases with Xylem/Flygt related to new and existing water and wastewater pumps for captive replacement parts, repairs, rebuilds, and replacements for:
 - 1. increased spending authorization for fiscal year 2022 from \$250,000 to \$300,000; and,
 - 2. authorizing spending for fiscal years 2023, 2024, and 2025 in the amount of \$300,000 annually (Allison Strube)

- g. Consider approving a revision to amendment #2 under the Base Agreement with Jviation Engineers, a Woolpert Company, to include an additional \$83,144.01 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- h. Consider approving a contract with the San Angelo Cultural Affairs Council allocating \$75,000 of Hotel Occupancy Tax receipts for eligible activities and authorizing the City Manager to execute all related documents (Tina Dierschke)
- i. Second reading of an ordinance for Z22-14 to rezone properties from the General Commercial/Heavy Commercial to the Low Rise Multifamily Residential zoning district, being 0.36 acres, located at 213 and 223 W. Ave. L and 1610 S. Randolph St. (Jon James)
- j. Second reading of an ordinance for Z22-16 to rezone properties from the Ranch and Estate to the Single-Family Residential and Neighborhood Commercial zoning districts, being 31.17 acres, located northwest of Arden Rd. and FM 2288 (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. Administration of Oath of Office for Fire Chief Patrick Brody (Presentation made by City Manager Daniel Valenzuela)
- b. Consider approving the purchase of software from CivicRec for online payments, event ticket sales, and web-based reservations of field, pavilion, park, pool, and facility rentals, sports leagues, and parties, in the amount of \$29,710, plus an annual recurring cost of \$17,272 (plus a 5% annual increase), and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Recreation Manager Brent Casey)
- c. Consider approving:
 - 1. an agreement with Basic IDIQ (Buyboard Contract #581-19) in the amount of \$558,016.55 utilizing Civic Events fund balance for McNease Convention Center improvements and authorizing the City Manager to negotiate and execute all related documents; and,
 - 2. allocating an additional \$140,000 from Civic Event's fund balance for window tinting and landscaping at the McNease Convention Center (Presentation made by Civic Events Manager Sidney Walker)
- d. Consider a resolution supporting the private fundraising efforts to construct a restroom facility at Meadowcreek Park (Presentation made by Parks and Recreation Director Carl White)
- e. Consider approving a Maintenance, Operations, and Vandalism of Community Funded Restroom Facilities Policy (Presentation made by Parks and Recreation Director Carl White)
- f. Consider approving the allocation of HUD HOME American Rescue Plan (ARP) funding in the amount of \$1,110,165 for proposed projects to reduce homelessness and increase housing stability and to amend the 2021 Annual Action Plan to reflect approved projects (Presentation made by Neighborhood & Family Services Director Bob Salas)
- g. Discussion and consideration of matters related to the fiscal year 2022-2023 operating budget including:
 - 1. first reading and public hearing of an ordinance approving and adopting the budget for

the fiscal year beginning October 1, 2022 and ending September 30, 2023. This budget will raise more total property taxes than last year's budget by \$7,307,295 (17.42%), and of that amount, \$534,154 is tax revenue to be raised from new property added to the tax roll; and, 2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 22, 2022, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)

- h. Introduction of an ordinance levying property taxes for the City of San Angelo for the 2022 tax year:
Public hearing and first reading of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2022-2023 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

7. Closed Session

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

- a. Section 551.071 - Consultation with attorney regarding litigation with online streaming services
- b. Section 551.071 - Consultation with attorney regarding West Texas Water Partnership
- c. Section 551.072 - Deliberations about real property regarding the city landfill

8. Follow Up and Administrative Issues

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

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 2nd day of September 2022, at 4:52 p.m.



Julia Antilley, City Clerk

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

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

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

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

Proclamation

Hispanic Heritage Month is celebrated nationwide from September 15th through October 15th each year. The observation began in 1968 as Hispanic Heritage Week and was expanded by President Ronald Reagan in 1988, to cover the month it is celebrated today. September 15 is significant because it is the anniversary of independence for Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively.

The San Angelo Hispanic Heritage Museum & Cultural Center looks forward to celebrating Hispanic Heritage Month with the greater community and seeks to establish a museum to highlight the rich heritage, arts, histories, food, music, and traditions of this wonderful culture. This year's theme is: "Unidos: Inclusivity for a Stronger Nation." This month celebrates, honors, and pays tribute to all for their contributions to our city and our society.

The City of San Angelo recognizes the valuable contributions made by citizens of Hispanic descent to all aspects of American life, including leadership in business, civil service, culture, education, military, ranching, and religion.

The San Angelo Hispanic Heritage Museum & Cultural Center organization is committed to recognizing Hispanic culture and heritage as an important part of the city and its strong, inclusive community.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 15 - October 15, 2022 as

NATIONAL HISPANIC HERITAGE MONTH

in San Angelo, Texas, and call its observance to all residents.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 8th day of September 2022.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

Vicky Porter, Operations Administrative Assistant Sr., will retire from the City of San Angelo September 15, 2022 after 31 years of dedicated service. Vicky started her career with the city September 3, 1991 and has been a staple of Public Works over three decades. Despite numerous changes in policy, structure, and employees, Vicky has been there to provide stability throughout the transitions.

Over the years, Vicky has been committed to her role as a public servant. Her work has impacted hundreds of residents as she's assisted many citizens throughout the years. Vicky's helpful attitude has not only improved the quality of life for many citizens, but many of her customers are now considered her friends. Her welcoming smile, words, and hugs show how important the relationships she's created truly are.

For the Operations Department, Vicky's experience has been invaluable. In her own words, "It's been fun to watch everything come full circle." The knowledge that she brings to the department has helped anchor many of the core procedures and policies that are in place today. She has not only provided knowledge, insight, and guidance during the daily operation of the department, but has been a crucial advisor on several complex issues requiring institutional knowledge.

Vicky will be missed by many – both citizens and coworkers. We wish to honor Vicky for her service and congratulate her on this well-deserved retirement. We are blessed to have such a dedicated employee who remained committed to the service of our great city for 31 years.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas on behalf of the City Council recognize and applaud

VICKY PORTER

for her achievement and positive determination to make a difference in San Angelo.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 8th day of September 2022.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Special City Council Meeting – General Fund Budget Workshop
Thursday, August 11, 2022

Present:

Mayor Brenda Gunter
Mayor Pro tem Tom Thompson, SMD 2
Council Member Tommy Hiebert, SMD 1
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

1. **Call to Order**

With a quorum of the City Council Members present, Mayor Gunter called the Budget Workshop session of the San Angelo City Council to order at 8:30 a.m. on Thursday, August 11, 2022 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. **Public Comment**

San Angelo Destination Marketing Organization (DMO) Vice President Diann Bayes asked if public comment would be taken during the workshop agenda items.

Public Works Executive Director Shane Kelton spoke regarding the downtown detour signage.

3. **Workshop Itinerary**

- a. Discussion of matters regarding the fiscal year 2022-2023 budget preparation, including, but not limited to:
 - 1. Consideration of funding for Destination Marketing Organization;
 - 2. Municipal Pool revenue and expenditure plan;
 - 3. General Fund revenue and expenditures; and,
 - 4. Other items needing Council direction (Presentation made by Finance Director Tina Dierschke)

The following entities spoke regarding Hotel Occupancy Tax:

Art in Uncommon Places Artist Julie Raymond expressed interest in obtaining HOT funding to grow their collection and introduced Art in Uncommon Places President Dr. Gigi Perez-Langley.

City Attorney Theresa James spoke regarding the eligible uses of HOT funding and read the letter from the Legal Counsel for the Texas Hotel and Lodging Association.

Mayor Gunter clarified only HOT eligible expenses (i.e. wayfinding signage) would be funded in regards to the International Water Lily Collection.

DMO Vice President Diann Bayes spoke in support of the request for \$1,012,000 and answered questions from the City Council.

Council Member Thompson stated the group had discussed four tangible benchmarks for evaluation the DMO's performance: total direct travel spending, local tax receipts, DMO bookings, and savings per household.

Mayor Gunter read the DMO board's resolution in support of a larger budget into the record.

Public Comment:

DMO Advisory Committee Chair Griff Griffin, Chamber Board Chair Janet Karcher, DMO Advisory Committee Member Mimi Clark, and Chamber Board Member Sherley Spears all spoke in support of increasing the budget to \$1.012 million.

Citizen Michelle Babiash stated her business has benefited from free advertising courtesy of DMO.

DMO Advisory Committee Vice Chair Joe Hyde spoke in support of the DMO's accomplishments and stated they need a steady funding amount to be able to plan for future years.

[Council Member Thompson proposed the city budget \$950k for the DMO with quarterly reviews of the four benchmarks, resulting in an additional \$15,000 each quarter for achieving the milestones. If all milestones are met, the resulting budget would be \$1,010,000.

Mayor Gunter provided additional direction to staff to include \$25,000 in HOT funds for wayfinding signage downtown, and an additional \$25,000 allocated for Art in Uncommon Places.

Additionally, staff will amend the DMO contract to clarify the new benchmarks/quarterly review intervals and specify the DMO budget will be due in June (versus September) to better align with the City's fiscal year and budget preparation.]

The following staff spoke regarding Municipal Pool:

Recreation Manager Brent Casey spoke about the recent pool improvements, the strategic plan for increasing revenue (increasing hours, changing service offerings, and the sale of naming rights), and possible long-term expansion of the pool amenities.

Staff discussed bringing back the proposed fee increases with guidance to incorporate the revised fees into the projected revenue for budget preparation purposes.

The following staff spoke regarding the General Fund:

Finance Director Tina Dierschke provided an overview of the General Fund, proposed revenue and expense budgeted amounts, and special requests for consideration. Additional comments were provided by the following staff:

- Parks & Recreation Director Carl White and Recreation Manager Brent Casey responded to questions regarding revenue at Texas Bank Sports Complex.
- Fort Concho Manager Bob Bluthardt stated their budget is in solid financial condition.
- Assistant City Manager Rick Weise spoke about the ongoing efforts to stabilize the riverbank.
- IT Director Bucky Hasty spoke about the need to hire an additional employee to monitor and address security threats.
- Public Works Executive Director Shane Kelton addressed their requests to hire a grant administrator and the need for an additional \$458,000 in equipment replacement funds to supplement the \$1,540,000 budgeted.
- Fire Chief Brody requested additional funds to continue the peak hours ambulance, move every fire fighter to two sets of bunker gear, and increasing the amount of funds allocated to the annual fire truck replacement fund.
- Neighborhood & Development Services Director Jon James responded to questions regarding the request for a new position to clean and maintain the Chadbourne Streetscape and purchase a truck for the proposed employee. Council requested this item go back to the TIRZ board to reevaluate funding the position from TIRZ funds.

- Human Resources Director Bryan Kendrick requested using the funding currently spent on benefits software to instead fund a benefits administrator position.
- Human Resources Director Bryan Kendrick gave an overview of the city's classification and compensation plan over the prior 14 years, existing vacancies, projected vacancies due to retirement eligibility, reduced interest in first responder roles, and morale issues.
- Human Resources Assistant Director Veronica Sanchez stated very few employees are hired at a lower rate than their successor made.

[Staff was directed to prepare the budget with 7% increases across the board to all salaries, fund the entire health insurance increase, allocate \$2,500 stipends (halved between the second check of November and the second check of May) for all employees using ARPA funds, and allocate up to \$882k for market rate adjustments to fund increasing grades 11-13, making the minimum wage \$13.30, and ensuring 5% gaps between each grade.

City Manager Daniel Valenzuela stated he will bring back a five-year compensation plan to Council.

Staff was directed to put \$186k marginal revenue towards equipment replacement and fund the remainder of Operations and Fire requests with a one-time funding source.]

National Firefighter Association President Mason Matthews made public comment on behalf of the association and other non-civil service employees to emphasize the retention and recruitment challenges among city staff and stated both are rooted in pay. He expressed his thanks to HR, Finance, the City Manager, and City Council and stated he looks forward to a long-term plan to increase compensation for all city employees.

4. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items

No action taken.

5. Adjournment

Consensus: Council Member Hiebert made a motion to adjourn.

There being no further business, the meeting was adjourned at 2:08 p.m. by consensus.

THE CITY OF SAN ANGELO:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August 16, 2022

Present:

Mayor Brenda Gunter
Mayor Pro tem Tom Thompson, SMD 2
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Larry Miller, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, August 16, 2022 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided by San Angelo Police Department Chaplain Gary Jenkins. Pledges were led by San Angelo Police Department Chaplain Marcella Jenkins.

3. Proclamations/Recognitions

No action taken on this item.

4. Public Comment

No public comment.

5. Consent Agenda

- a. Approval of the July 26, 2022 Joint Meeting with the Planning Commission, July 26, 2022 Enterprise Funds Budget Workshop, and August 2, 2022 City Council Regular Meeting minutes (Julia Antilley)
- b. Approval of the purchase of 39 Mobile Data Terminals from Rugged Notebooks for \$157,783.50 through DIR-TSO-4075, and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- c. Award of Task Order #7 under IDIQ contract ES-06-19 Engineering Services to Kimley-Horn and Associates Inc. in an amount of \$254,000 for Traffic Signal Design Plans for six intersections and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Adoption of a resolution authorizing the City, along with the Metropolitan Planning Organization, to jointly apply for, and accept funds from, the Safe Streets and Roads for All Action Plan Grant Program and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich) (Pg. 322, 2022-066)
- e. Adoption of a resolution authorizing the City to apply for, and accept funds from, the Texas Parks and Wildlife Boating Access Program and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich) (Pg. 323, 2022-067)
- f. Approval of an agreement with HUD in the amount of \$186,630 to fund a Rapid Rehousing for the Homeless program and authorizing the City Manager to negotiate and execute all related documents (Bob Salas)
- g. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for grants, capital items, and projects (Tina Dierschke) (Pg. 324, 2022-068)

- Motion: Council Member Hesse Smith made a motion, seconded by Council Member Thomas, to approve the Consent Agenda, with the exception of items 5b, 5c, and 5f. The motion carried unanimously (7) ayes to (0) nays, with no public comment.
- Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve item 5b, as presented by Fire Chief Brody. The motion carried unanimously (7) ayes to (0) nays, with no public comment.
- Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve item 5c, as presented by Operations Director Patrick Frerich. The motion carried unanimously (7) ayes to (0) nays, with no public comment.
- Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, to approve item 5f, as presented by Neighborhood & Family Services Director Bob Salas. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Presentation of the Downtown San Angelo, Inc. biannual report (Presentation made by DSA Assistant Director Monica Ramos and DSA Executive Director Del Velasquez)

No action taken on this item.

[Mayor Gunter stated she would like to reevaluate the HOT funding amount allocated to DSA during the budget process.]

- b. Award of CE-01-22 Boiler Replacement to Advanced Service Group in the amount of \$253,500 for the purchase of a shared boiler system for the Foster Communications Coliseum and Spur Arena, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Civic Events Manager Sidney Walker and Construction & Facilities Manager Ron Lewis)

Motion: Council Member Hiebert 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.

- c. Adoption of a resolution calling a Special Election for November 8, 2022, authorizing the City Manager to negotiate and execute an Election Contract with Tom Green County, and providing for the holding of an election to be administered by the Tom Green County Election Office (Presentation made by City Clerk Julia Antilley) (Pg. 327, 2022-069)

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

- d. Approval of amendments to the Tax Increment Reinvestment Zone Incentives Policy (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thompson made a motion, seconded by Council Member Gonzales, to approve the item, as presented, clarifying that funds will continue to expire after two years. The motion carried unanimously (7) ayes to (0) nays.

DSA Executive Director Del Velasquez stated he agrees funds should expire at the two year mark, sought clarification on the TIRZ budgeted position for Chadbourne Street cleanup, and urged Council to reevaluate funding for the Southern TIRZ.

Citizen Zane White (SMD 6) expressed concern regarding the appearance of the Cactus Hotel rooftop signage and questioned the city's enforcement of sign ordinance violations.

[Mayor Gunter directed staff to work on a proposal moving the North/South TIRZ border to Beauregard, alleviating some of the funding concerns for Southern TIRZ projects.]

[City Manager Daniel Valenzula addressed the allegations made about city staff and stated all policies and procedures have been followed.]

- e. First reading and public hearing of an ordinance for Z22-14 to rezone properties from the General Commercial/Heavy Commercial to the Low Rise Multifamily Residential zoning district, being 0.36 acres, located at 213 and 223 W. Ave. L and 1610 S. Randolph St. (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas 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.

- f. First reading and public hearing of an ordinance for Z22-16 to rezone properties from the Ranch and Estate to the Single-Family Residential and Neighborhood Commercial zoning districts; being 31.17 acres, located northwest of Arden Rd. and FM 2288 (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Hiebert made a motion, seconded by Council Member Miller, 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:

- a. Section 551.072 - Deliberations about real property regarding Lots 7,8,9, & 10, Block 18, San Angelo Addition
- b. Section 551.071 - Consultation with attorney regarding a proposed agreement with All-Tex Irrigation & Supply, LLC for park amenities

8. Follow Up and Administrative Issues

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

No action taken on this item.

- b. 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 Gonzales, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 10:40 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: September 8, 2022

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute all related documents for temporary monitoring wells in the city's right-of-way and owned property (Shane Kelton, Manda Salladay)

Staff Recommendation:

Approve

Summary/History:

The United States of America wants to install 6 monitoring wells and two bore sample sites for the purpose of monitoring groundwater around Goodfellow Air Force Base.

Funding Source(s):

Financial Impact:

None.

Other Information/Recommendation:

Attachments:

- | | |
|---------------------------|----------------------------|
| 1. Maps of Well Locations | Maps of Well Locations.pdf |
|---------------------------|----------------------------|

Presentation:

Shane Kelton

Approvals/Reviews:

Manda Salladay	Created/Initiated
Manda Salladay	Approved
Shane Kelton	Approved
Theresa James	Approved
Julia Antilley	Final Approval

EXHIBIT A

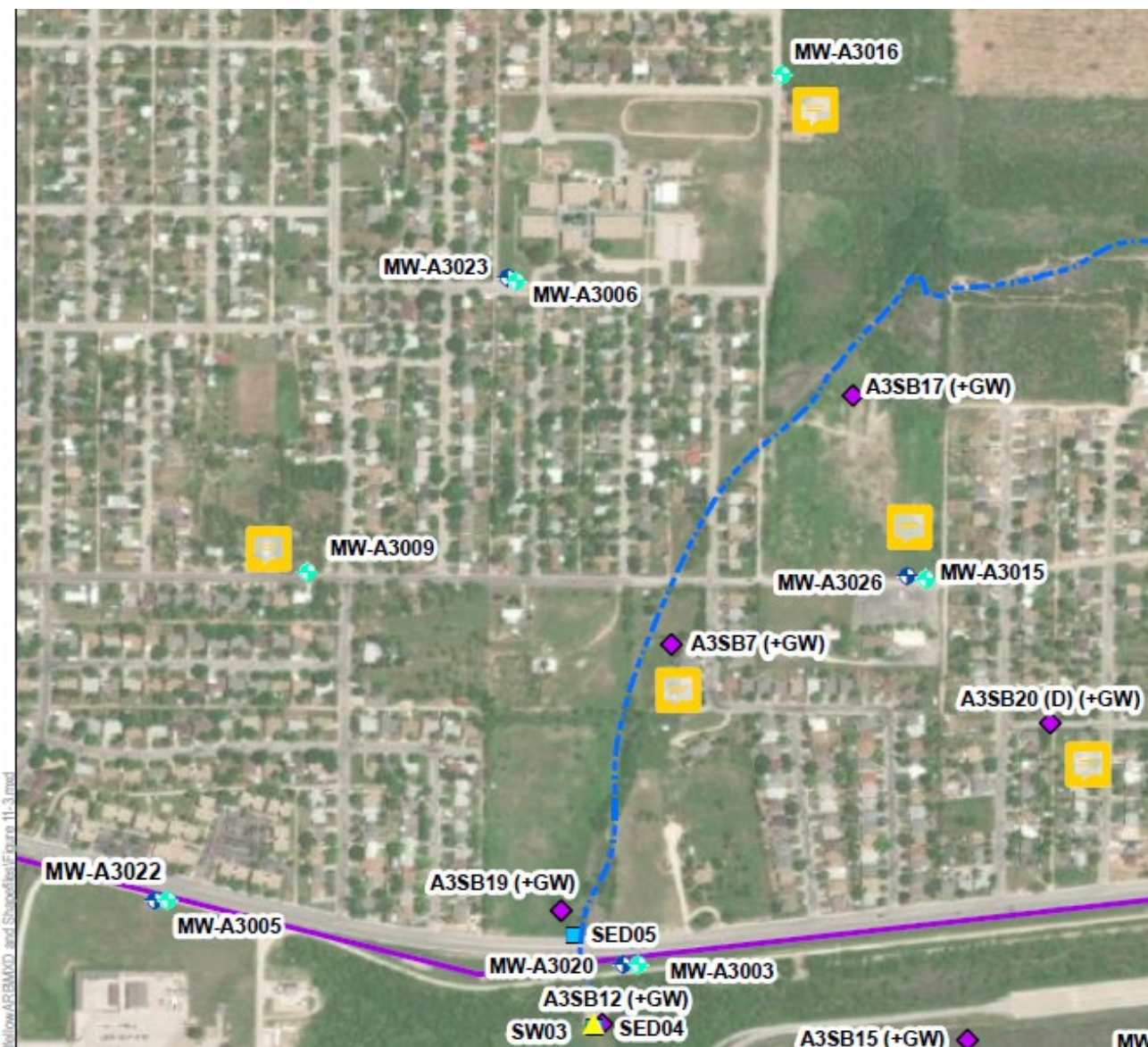
**MONITORING WELLS**

MW-A3009	City of San Angelo ROW (N side Era AV/819 block)
MW-A3012	City of San Angelo ROW (W side Decoty DR)
MW-A3029	
MW-A3015	City of San Angelo ROW (N side of Era AV/2798 block)
MW-A3026	
MW-A3016	City of San Angelo ROW (W side of Ford ST/1101 block)

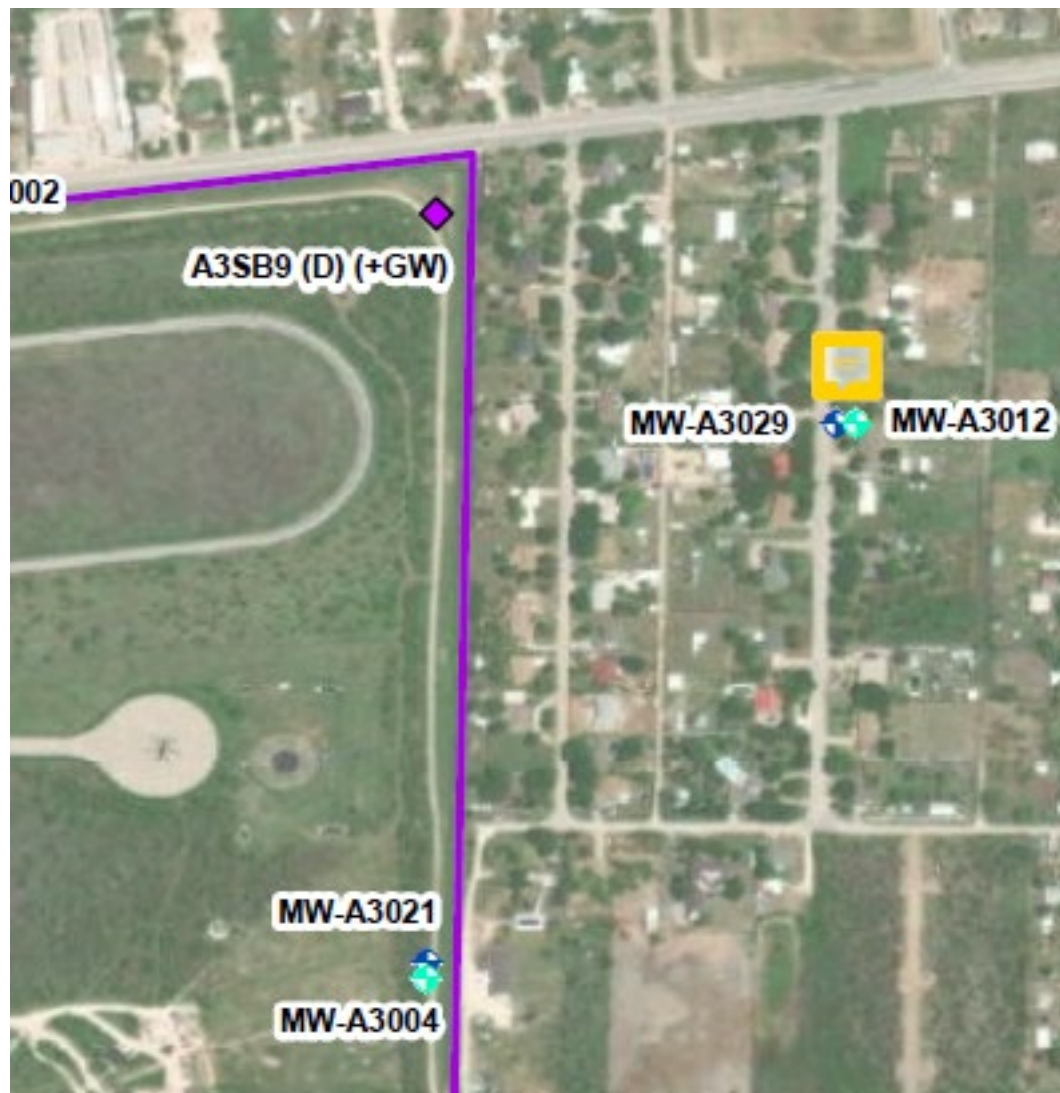
SOIL BORING

A3SB7	City of San Angelo Land Parcel	R number=R000010390 Tax ID No. 21-37820-0005-000-00
A3SB20	City of San Angelo ROW (N side Temple Post Dr-1501 block)	

EXPANDED VIEW



EXPANDED VIEW



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider approving a one-year lease extension between the City of San Angelo and Concho Valley Workforce Development Board for 19,121-sq. ft. of office space (Robert Bluthardt)

Staff Recommendation:

Approve

Summary/History:

The Concho Valley Workforce Development Board has leased space from the City of San Angelo in a structure on Henry O. Flipper Street since 2002. Two lease periods will expire on 8-31-2022. They seek a one-year extension with no recommended changes to the existing lease and the provided services.

Funding Source(s):

Financial Impact:

The current and future proposed lease provide sufficient revenue to cover all maintenance, operations, staffing, and capital expenses within Fund 201, an Enterprise Fund not subject to General Revenue funds.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Original Lease agreement-COSA-Board-Wfs office | Original Lease agreement-COSA-Board-Wfs office.pdf |
| 2. | Lease for Workforce Solutions 02-27-2013 | Lease for Workforce Solutions 02-27-2013.pdf |
| 3. | WFS COSA Renewal letter 08.04.2022 | WFS COSA Renewal letter 08.04.2022.pdf |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt	Created/Initiated
Carl White	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved

Theresa James
Julia Antilley

Approved
Final Approval

FORT CONCHO

NATIONAL HISTORIC LANDMARK

630 S. OAKES STREET

SAN ANGELO, TEXAS 76903-7013



Norma Preston

HEADQUARTERS

RESTORATION, PRESERVATION AND MUSEUM

8/2/2022

Leigh

Here is the "original" lease of 2001
that started the ongoing relationship.
There was a 2012 renewal that
expires 8/31/22. ✓

P.S.

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized Mayor ("Lessor"), whose address is 72 West College, P.O. Box 1751, San Angelo, Texas 76902, and the CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD acting by and through its duly authorized _____ ("Lessee"), whose address is 36 E. Twohig, P.O. Box 2779, San Angelo, Texas 76902.

In consideration of the premises and of the mutual covenants and conditions herein contained, and other valuable consideration, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following:

Approximately nineteen thousand one hundred twenty-one (19,121) square feet of space consisting of Office Space, located in San Angelo, Texas, as further described in Exhibit "A", a map attached hereto and incorporated herein by reference (hereinafter referred to as "premises" or "leased premises").

1. **TERM**

- ✓ 1.1 Primary This Lease is granted for a term of One Hundred Twenty (120) months, beginning on the first day of the month following completion of the premises, but in no event later than August 1, 2002, and ending on the last day of the 120th month, being no later than July 31, 2012, unless sooner terminated as herein provided. In the event the building is not ready for occupancy on August 1, 2002, the Lessee shall not be liable for any rents nor shall the Lessor be liable for any damages to Lessee, and the parties shall agree upon a new date to commence the Lease.
- ✓ 1.2 Renewal This Lease shall be renewed, upon proper notice of intention to exercise this option and by mutual agreement between Lessor and Lessee, up to two (2) times for periods up to sixty (60) months each under the same terms and conditions. Lessee shall give Lessor notice of its determination to exercise this option at least one hundred eighty (180) days prior to expiration of this Lease. Provided the space is needed by the Lessee, it shall be the intention of Lessee to exercise, in good faith, the option(s) to renew the Lease.
- ✓ 1.3 Hold Over Any holding over by Lessee of the leased premises after the expiration of this lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.
- 1.4 Availability of Funds This Lease is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the Lessee hereinafter may assign the space or a part thereof to a State agency. Should the Lessee be unable to find a State agency or agencies to fill, or partially fill the space, the Lessee, upon written notice to the Lessor, either may terminate this Lease, or adjust it in accordance with the provisions of this Lease. If termination becomes necessary, Lessee shall provide

ninety (90) days notice. Lessee agrees that it will not lease new space at alternative sites if the Lessee has vacated space at the leased premises.

2. CONSIDERATION

- 2.1 Rent Lessee agrees to pay Lessor a monthly rent in the amount of Ten Dollars and forty-nine cents (\$10.49) per square foot for the first year of the term. On the first day of the second year of the term, the amount charged shall be Ten Dollars and fifty-nine cents (\$10.59) per square foot for the next twelve (12) month period with an increase of ten cents (\$.10) per square foot effective on the anniversary date of each subsequent year of the Lease. If Lessee exercises its option or options to extend the term of this Lease the increases shall continue in a like manner throughout the option term or terms. ✓

This Lease rate is comprised of \$8.19 per square foot for lease of the property plus \$2.30 per square foot for utilities and janitorial services for the first twelve months of the lease term.

Rent shall be paid monthly at the rate of one twelfth (1/12) of the annual rate for each year of the primary lease term and all option terms.

- 2.2 Statements Lessor agrees to submit monthly statements for rent to Lessee.
- 2.3 Time The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.
- 2.4 Place of Payment All such payments shall be made at the Finance Department office at City Hall, 72 W. College, San Angelo, Texas 76903, or at such other place as Lessor may from time to time designate by written notice to Lessee.

3. DEBTS RELATED TO LEASED PREMISES

- 3.1 Utilities Lessor shall pay or cause to be paid all charges for water, sewer, gas, and electricity used on leased premises throughout the term of this Lease. Lessor shall pay all connection fees for water, sewer, gas, and electricity.
- 3.2 Taxes and Assessments It is further understood and agreed that Lessee shall pay and discharge all lawful taxes, general, and special assessments and other charges of every description which during the term of this Lease may be levied on or assessed against the leased premises and all interest therein and all improvements thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable.
- 3.3 Janitorial Services Lessor shall provide janitorial services for the space occupied according to the specifications in Exhibit B.

4. LAWS, REGULATIONS AND LIMITATIONS

- 4.1 Observance Lessee agrees to observe and obey all applicable federal, state and local laws in performing this Lease. Lessor warrants that the operation of the Lessee on the demised premises is not in violation of any city ordinance or statute

or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

4.2 Transfer, Assignment, Sublet, Encumbrance Lessee reserves the right to assign this Lease to any agency of State government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations). If Lessee assigns this Lease to any State agency, Lessee will be relieved of any further liability under this Lease, for the portion of the lease space which is assigned.

4.3 Eminent Domain If during the term of this Lease, said premises, or any portion thereof, shall be condemned for any public purpose, either party hereto shall have the option of terminating and canceling this Lease upon thirty (30) days notice to the other party of its election to do so.

4.4 Federal and State Law Lessee acknowledges that it is subject to federal and state statutes prohibiting discrimination in its employment practices and requiring compliance with the Americans with Disabilities Act ("ADA"). During the term of occupancy and any additional tenancy by the Lessee, Lessor shall comply with the following provisions:

4.4.1 This Lease shall comply with all applicable current and future Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, Texas Civil Statutes, as prepared and administered by the Texas Department of Licensing and Regulation (TDLR); the ADA Accessibility Guidelines ("ADAAG") promulgated under the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12102, et seq. In instances of differences between TAS and ADAAG, the most stringent requirement (i.e. providing the highest degree of accessibility) shall apply.

4.4.2 If the space is "to be built", the space and exterior conditions shall comply with accessibility standards for accessible sites and exterior facilities applicable to new construction as prescribed in TAS and ADAAG.

4.4.3 If the space is in an existing building, the site and building entrances shall comply with all applicable current and future accessibility standards applicable to new construction as prescribed in TAS and ADAAG; the interior conditions shall comply with all applicable current and future accessibility standards for accessible buildings and facilities applicable to alterations as prescribed in TAS and ADAAG.

4.4.4 Article 9102, Texas Civil Statutes, requires that TDLR inspect the leased space prior to occupancy of the Lease. Lessor will be responsible for payment of all fees required by TDLR for performing its functions under Article 9102.

4.5 Right of Inspection Lessor reserves the right to conduct reasonable inspections of the leased premises during normal business hours, to ensure that fire, safety and sanitation regulations and other provisions contained in this Lease are being adhered to by Lessee.

- 4.6 Signs Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed in accord with Lessor's applicable rules and regulations and in keeping with building decor. Any special requirements of Lessee contrary to the above must be specifically described and made a part of this Lease.
- 4.7 Rules for Premises Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this Lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.

5. CONDITION AND USE OF LEASED PREMISES

- 5.1 Preparation of Premises The Lessor shall build-out the space the Lessee will occupy in accordance with the Specifications Booklet and Working Drawings prepared by the Architect which are incorporated herein by reference for all purposes, as well as the provisions of Exhibit B which are attached hereto and incorporated herein by reference for all purposes.
- 5.2 Acceptance and Use Lessor and Lessee agree that leased premises will be used for general office activities and other related uses. Lessee shall accept the leased premises conditioned upon completion of improvements and a Certificate of Occupancy. Lessee accepts leased premises as suitable for general office activities and other related uses, provided however, Lessor must finish the premises in accordance with Exhibit B and the Specifications Booklet and Working Drawings referred to above.
- 5.3 Improvements and Modifications Lessee shall make no improvements and/or modifications to the leased premises without the prior written consent of Lessor. Lessor may not unreasonably withhold its consent with regard to any non-structural, interior alteration that Lessee proposes. No construction shall be commenced within or upon the leased premises until such proposed construction is approved in writing by Lessor. Any attempted construction commenced prior to receipt by Lessee of such written approval(s) shall, at the option of Lessor, constitute a breach of this Lease by Lessee.
- 5.4 Title Lessor further covenants that it has good and sufficient title to the said premises, and has full power and authority to execute this Lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein. Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to those premises not referred to herein or made a part hereof. Lessor warrants and defends unto Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this Lease as agent for the Lessor or Lessee shall attach to this Lease sufficient evidence of authority to act in the capacity shown.

6. REPAIRS AND MAINTENANCE

6.1 Lessee's Duties

6.1.1 Lessee shall have no obligations or duties for maintenance except for those damages that are caused by conditions other than normal wear and tear. Lessor shall be responsible for the maintenance of interior and exterior of building, paving, equipment and improvements that are presently located or to be constructed on the leased premises.

6.1.2 Lessee further agrees to keep and maintain the leased premises in a clean and sanitary condition, free from trash, litter, or refuse. Lessor agrees to provide a dumpster or dumpsters and maintain responsibility for the removal of trash and refuse. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the leased premises, is prohibited.

6.2 Lessor's Duties.

6.2.1 Lessor shall maintain building, including interior and exterior of building, paving, equipment, and improvements in good condition. Lessor shall exercise due diligence in making necessary repairs in a timely manner. Lessor shall maintain in good condition the structural parts of the building and other improvements housing the leased premises (including, without limitation, the roof, foundation, and bearing walls, windows, window glass, window coverings, plate glass, doors, plumbing, heating, air conditioning, and ventilation equipment; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces, and coverings; lighting fixtures; and the replacement of all defective or burned-out bulbs, fluorescent tubes, ballasts, and starters. Painting and carpet replacement will be done in accordance with Exhibit B unless Lessor and Lessee agree in writing to an alternative schedule.

6.2.2 Lessor shall not be responsible for the repairs listed in 6.2.1 if damages are caused by other than ordinary use and wear.

6.2.3 After providing Lessor sixty (60) days written notice of the need to repair, if Lessor fails to make necessary repairs, Lessee may make such repairs and deduct the cost of repairs from the rent due to Lessor. Lessee shall provide Lessor a copy of any expense or invoice that describes the cost incurred in making such repairs.

6.3 Damage or Destruction of Leased Premises

6.3.1 If the leased premises are partially damaged by fire, explosion, the elements, or other casualty, but not rendered untenable, in whole or in part, the same will be repaired with due diligence by Lessor at its own cost and expense.

6.3.2 If the damage shall be so extensive as to render such premises untenable, in whole or in part, but capable of being repaired in one hundred and twenty (120) days, in Lessor's estimation, the same shall be repaired with due diligence by Lessor at its own cost and expense, and the rent payable herein shall be abated in proportion to the diminished utility of the leased premises in the conduct of Lessee's business from the time the damage occurs until such time as the leased premises are fully restored.

6.3.3 In the event leased premises are completely destroyed by fire, explosion, the elements, or other casualty, or so damaged that they will remain untenable, in whole or in part, for more than one hundred and twenty (120) days, in Lessor's estimation, either party may terminate this Lease by delivering written notice to the other within thirty (30) days after the delivery of Lessor's restoration estimate.

6.3.3.1 Lessor must furnish that estimate within thirty (30) days after the occurrence of the damage. If neither party terminates, Lessor shall repair the damage at its cost and expense with due diligence; and the rent payable herein shall be abated in proportion to the diminished utility of the leased premises in the conduct of Lessee's business from the time the damage occurs until Lessor completes the restoration.

6.4 Hazardous Material Abatement.

If it is determined that the leased premises currently contains asbestos or any other hazardous material, Lessor shall remove or cause to be removed such asbestos or other hazardous material in compliance with current state and federal regulatory requirements for asbestos abatement, or other hazardous material abatement, applicable to office buildings. Upon completion of the abatement process, Lessor shall provide Lessee with documentation of such process.

7. COVERAGES.

7.1 Indemnification.

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

7.1.2 Prospective Application. Any and all indemnity provided for in this Lease shall survive the expiration of this Lease and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Lease but thereafter so long as any liability could be asserted in regard to any acts or omissions of Lessee in performing under this Lease.

7.2 Insurance.

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

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

7.2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee, with City, its councilmembers, officials, agents, and employees named as additional insureds.

7.2.1.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, officials, agents, and employees.

7.2.1.4 Certificates of Insurance. On or before thirty (30) days prior to the commencement date of this Lease, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

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

7.2.1.6 Contractor's Insurance. Lessee shall cause each contractor occupying the premises to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require such contractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each contractor.

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

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

\$1,000,000.00	General Aggregate
✓ \$1,000,000.00	Products- Completed Operations Aggregate
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	Each Occurrence
✓ \$ 50,000.00	Fire Damage (any one fire)

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

\$ 500,000.00	Combined Single Limit
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7.2.2.3 Workers' Compensation and Employer's Liability. If Lessee hires any employees, Lessee shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Lessee against all claims under applicable state workers' compensation laws and employer's liability.

The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Policy Limit
\$ 100,000.00	Employer's Liability, Disease - Each Employee

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

8. TERMINATION OF LEASE

8.1. Lessee's Abandonment/Default In the event Lessee shall (1) abandon the leased premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of thirty (30) days, or for such longer period as may be reasonably required to rectify the default through the exercise of prompt, diligent, and continuous efforts, Lessor shall have the right to terminate this Lease.

8.2. Lessor's Default In the event Lessor shall default under the terms of this Lease, and such default continues for a period of thirty (30) days, or for such longer period as may be reasonably required to rectify the default through the exercise of prompt, diligent and continuous efforts, Lessee shall have the right to terminate this Lease.

8.3. Notice In the event of abandonment or default, the non-defaulting or wronged party shall give thirty (30) days written notice of its intention to terminate the Lease, and the other party will have such thirty (30) days within which to cure such default or abandonment and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Lease and delivered to the party at the address specified in this Lease or at such other address as has been designated in writing. Thereafter, if the default or abandonment has not been cured and the non-defaulting or wronged party elects to terminate, this Lease shall cease.

8.4. Re-Entry Upon termination of this Lease, Lessor may re-enter and take immediate possession of the leased premises and remove Lessee's effects, with or without process of law, without being deemed guilty of trespassing. Lessor shall not be liable for damages by reason of re-entry.

8.5. Possession At the termination of this Lease, Lessee agrees to deliver possession peacefully to the Lessor or its agents or employees; and if it fails to give peaceful possession, Lessor may take forceful possession of leased premises and eject all parties therefrom without being guilty of trespass; and all resulting damages are hereby waived.

8.6 Attorneys' Fees and Expenses In the event of the breach of any of the covenants, conditions or obligations contained herein by the Lessee, or if it becomes necessary for Lessor to employ attorneys to enforce its rights accruing as a result of such default, Lessee agrees to pay Lessor reasonable attorneys' fees, all costs of court and expenses incurred as a result, but only insofar as such is specifically allowed by law.

In the event of the breach of any of the covenants, conditions or obligations contained herein by the Lessor, or if it becomes necessary for Lessee to employ attorneys to enforce its rights accruing as a result of such default, Lessor agrees to pay Lessee reasonable attorneys' fees, all costs of court and expenses incurred as a result, but only insofar as such is specifically allowed by law.

8.7 Other Remedies Any termination of this Lease arising from Lessee's default shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under this Lease or any claim for damages then or thereafter accruing against Lessee under this Lease. Any such termination shall not prevent Lessor from enforcing the payment of any such sum(s) or claim(s) for damages by any remedy provided for by law or from recovering damages from Lessee for any default under this Lease.

8.8 Cumulative Remedies All rights, options, and remedies of Lessor contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

8.9 No Waiver No waiver by Lessor of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.

8.10 Removal of Improvements All equipment, machinery, trade fixtures, and other non-attached improvements installed on the leased premises by Lessee shall remain the property of Lessee and may be removed at the termination of this Lease, provided Lessee is not then in default in the performance of any of its obligations or covenants herein contained, and provided further that such removal will do no damage to the realty upon which such items are situated. It is understood and agreed, however, that improvements shall be held by the Lessor until all rentals due Lessor by Lessee shall have been paid. Should any amount remain unpaid for more than thirty (30) days after termination of this Lease, Lessor shall have the right to sell such improvements and apply the proceeds to the amount due Lessor, with interest at the annual rate of ten percent (10%), and to any costs incident to the sale, and pay the balance remaining, if any, to Lessee. All property remaining on the leased premises after the expiration of forty-five (45) days following the termination of this Lease, however terminated, shall be deemed abandoned by Lessee and shall become the property of Lessor.

9. MISCELLANEOUS

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

9.2 Parties Bound This agreement shall be binding upon and inure to the benefit of the parties of this Lease and their respective successors and assigns.

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

9.4 Entire Agreement This Lease constitutes the entire agreement between the parties; and neither Lessor nor Lessee is bound by any agreement, condition, stipulation, understanding, or representation made to the other party by any of Lessor's or Lessee's agents, not contained herein. This Lease supersedes any and all prior agreements, representations, or promises made by the parties, whether oral or in writing, and all such agreements, representations, and promises are merged herein.

9.5 Amendments No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

9.6 Texas Law to Apply The parties hereby agree that Texas law will control the interpretation or enforcement of this Lease. This Lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas.

9.7 Invalid or Illegal Provisions If any provision of this Lease is held invalid as to any person or set of circumstances, such holding shall not affect the validity of any remaining provision of this Lease or any provision's application to other persons not similarly situated or to other circumstances.

9.8 Notices Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

LESSOR: CITY OF SAN ANGELO
City Manager
P.O. Box 1751
San Angelo, Texas 76902

LESSEE: CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD
Executive Director
P.O. Box 2779
San Angelo, Texas 76902

9.9 No Encumbrances Lessee shall not have the right to encumber the leased premises without the consent of the City Council of the City of San Angelo; provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.

9.10 Waste, Nuisance or Illegal Uses Lessee shall not use, or permit the use of, the leased premises in any manner that results in waste of the premises or for any illegal purpose. Lessee at its own expense will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the premises, except as otherwise provided in this Lease.

9.11 Terms of the Essence IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

EXECUTED in duplicate originals on the dates specified below.

LESSOR:
CITY OF SAN ANGELO

By: R. Izzard
Rudy Izzard, Mayor

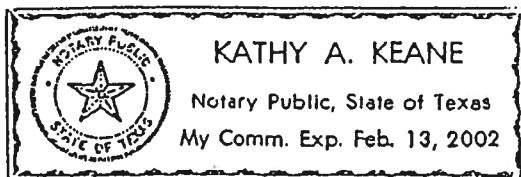
ATTEST:

Kathy Keane
Kathy Keane, City Clerk

THE STATE OF TEXAS)(
COUNTY OF TOM GREEN)(
)

This instrument was acknowledged before me on the 4th day of September, 2001, by Rudy Izzard, as Mayor of the CITY OF SAN ANGELO, a Texas municipal corporation, on behalf of said corporation.

Kathy A. Keane
Notary Public, State of Texas



LESSEE:
CONCHO VALLEY WORKFORCE
DEVELOPMENT BOARD

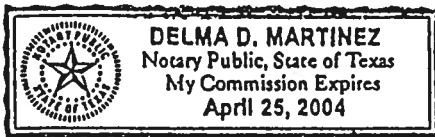
By: Johnny Griffin

Its: Executive Director

Date: Sept. 4, 2001

THE STATE OF TEXAS))
COUNTY OF TOM GREEN))

This instrument was acknowledged before me on the 4th day of September,
2001, by Johnny Griffin of Concho Valley Workforce
Development Board



Delma D. Martinez
Notary Public, State of Texas

FIRST AMENDED LEASE AGREEMENT

This First Amended Lease Agreement ("First Amended Lease Agreement") is entered into this 5th day of March, 2013, (but effective as of September 1, 2012) by and between the City of San Angelo, a municipal corporation of the State of Texas ("Lessor") and Concho Valley Workforce Development Board, a domestic non-profit corporation ("Lessee").

RECITAL:

1. Lessor and Lessee entered into Lease Agreement ("Lease Agreement") for a ten (10) year term, beginning September 1, 2002 and ending August 31, 2012, for Lessee to lease City owned premises known as Workforce Solutions of the Concho Valley, located at 202 Henry O. Flipper Street, San Angelo, Tom Green County, Texas, for office space.
2. Lessor and Lessee mutually desire to renew and amend the Lease Agreement to extend the lease term for an additional ten (10) year term, beginning September 1, 2012 and ending August 31, 2022.
3. All of the terms and conditions of the original Lease Agreement shall be and remain in full force and effect unless amended or changed by this First Amended Lease Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is hereby agreed between the parties that Lease Agreement shall be and the same is hereby amended as follows:

I. Section 1. Term, of Lease Agreement shall be amended by deleting Section 1. Term and replacing it with a new Section 1. Term, which shall read in it's entirety as follows:

1. Term

- 1.1 Primary: This Lease is granted for a term of ten (10) years, beginning on September 1, 2012, and ending on August 31, 2022, unless sooner terminated as herein provided.

- 1.2 Renewal Option: This Lease shall be renewed, upon proper notice of intention to exercise this option and by mutual agreement between Lessor and Lessee, up to ten (10) years under the same terms and conditions. Lessee shall give Lessor notice of its determination to exercise this option at least one hundred eighty (180) days prior to expiration of this Lease.
- 1.3 Hold Over: Any holding over by Lessee of Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.
- 1.4 Availability of Funds: This Lease is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the Lessee hereinafter may assign the space or a part thereof to a State agency. Should the Lessee be unable to find a State agency or agencies to fill, or partially fill the space, the Lessee, upon written notice to the Lessor, either may terminate this Lease, or adjust it in accordance with the provisions of this Lease. If termination becomes necessary, Lessee shall provide ninety (90) days notice. Lessee agrees that it will not lease new space at alternative sites if the Lessee has vacated space at the lease Premises.

II. Section 2. Consideration, of Lease Agreement shall be amended by deleting Section 2. Consideration, and replacing it with a new Section 2. Consideration, which shall read in it's entirety as follows:

2. Consideration

- 2.1 Rent: Lessee agrees to pay Lessor a monthly rent in the amount of Eleven Dollars and forty-nine cents (\$11.49) per square foot for the first year of the term with an increase of ten cents (\$.10) per square foot effective on the anniversary date of each subsequent year of the Lease.
- 2.2 Invoices: Lessor agrees to submit monthly invoices for rent to Lessee.

2.3 Monthly Rent: The annual rental payments provided for herein shall be due and payable in equal monthly installments by Lessee in advance on the first day of the month for which said rentals are due.

2.4 Place of Payment: All such payments shall be made at the Finance Department office at City Hall, 72 W. College, San Angelo, Texas 76903, or at such other place as Lessor may from time to time designate by written notice to Lessee.

III. Section 7. Coverages, of Lease Agreement shall be amended by deleting Section 7. Coverages, and replacing it with a new Section 7. Indemnification and Insurance, which shall read in it's entirety as follows:

7.1 Indemnification

7.1.1 GENERAL INDEMNIFICATION: LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD CITY, ITS COUNCILMEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LESSEE, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LESSEE AND ANY OTHER ENTITY EXCEPT FOR LESSOR ITSELF, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LESSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY

INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.1.2 PROSPECTIVE APPLICATION: ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LESSEE IN PERFORMING UNDER THIS LEASE.

7.2 Insurance

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

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

7.2.1.2 Named Insureds: All insurance policies required herein shall be drawn in the name of Lessee, with City, its councilmembers, officials, agents, and employees named as additional insureds.

7.2.1.3 Waiver of Subrogation: Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, officials, agents, and employees.

7.2.1.4 Certificates of Insurance: On or before thirty (30) days prior to the commencement date of this Lease, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an

insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

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

7.2.1.6 Contractor's Insurance: Lessee shall cause each contractor occupying Premises to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require such contractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each contractor.

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

7.2.2.1 Commercial General Liability: This policy shall be an occurrence-type policy and shall protect the Lessee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Lessee's employees) and damage to property of the City or others arising out of the act or omission of the Lessee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Lessee under the paragraph of this Lease entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage,

explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two (2) years after final payment). Coverage shall be as follows:

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

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

\$ 500,000.00 Combined Single Limit

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

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

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

IV. Sub-Section 9.8 Notices, of Lease Agreement shall be amended by deleting Sub-Section 9.8 Notices, and replacing it with a new Sub-Section 9.8 Notices, which shall read in it's entirety as follows:

9.8 NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

LESSOR: CITY OF SAN ANGELO
City Manager
72 W. College Ave.
San Angelo, Texas 76903

LESSEE: CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD
Executive Director
36 E. Twohig, Suite 805
San Angelo, Texas 76903

All of the terms and conditions of the original Lease Agreement shall be and remain in full force and effect unless amended or changed by this First Amended Lease Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

LESSOR:

CITY OF SAN ANGELO

By: [Signature]
Daniel Valenzuela, City Manager

ATTEST:

[Signature]
Alicia Ramirez, City Clerk

LESSEE:

CONCHO VALLEY WORKFORCE
DEVELOPMENT BOARD

By: [Signature]
Johnny Griffin, Executive Director

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 5 day of March, 2013, by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas municipal corporation, on behalf of said corporation.

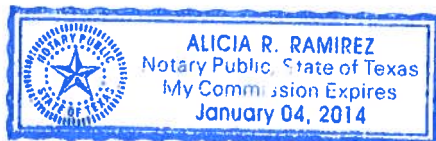


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

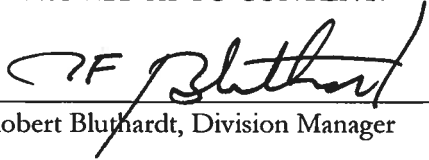
This instrument was acknowledged before me on the 5th day of March, 2013, by Johnny Griffin, Executive Director of the CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD on behalf of said Board.



[Signature]
Notary Public, State of Texas

RENEWAL LEASE AGREEMENT BETWEEN CITY OF SAN ANGELO, TEXAS
AND CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD

APPROVED AS TO CONTENT:


Robert Bluthardt, Division Manager

3-4-13
DATE

APPROVED AS TO FORM:


Lysia H. Bowling, City Attorney

2-27-2013
DATE

APPROVED AS TO INSURANCE
REQUIREMENTS


John Seaton, Risk Manager

2/27/13
DATE



CONCHO VALLEY WORKFORCE
DEVELOPMENT BOARD

36 East Twohig, Suite 805
San Angelo, Texas 76903
(325) 655-2005/Fax (325) 482-8900

08.04.2022

Dear Robert Bluthardt and City of San Angelo,

Concho Valley Workforce Development Board, wishes to move forward with renewing/extending the following lease:

Property located at 202 Henry O Flipper St. San Angelo, Texas 76903.
This property is fully occupied and known as Concho Valley Workforce Solutions (Onestop) center.

According to our current agreement, the expiration date is August 31, 2022.

The new extended lease agreement will start September 1, 2022, and be in place for 1 year, with an end date of August 31, 2023.

We request that all terms and conditions from the original lease agreement remain in full force and effect. To include coverage of all utilities paid, janitorial services, and maintenance.

Per the original lease agreement completed and signed on September 4, 2001. (Utilities) *Lessor shall pay or cause to be paid all charges for water, sewer, gas, and electricity used on the leased premises through the term of the lease.* (Janitorial Services) *Lessor shall provide janitorial services for the space occupied according to the specifications in Exhibit B.* (Repairs and Maintenance) *Lessor shall maintain building, including interior and exterior of building.*

CVWDB agrees to the annual rate of \$12.49 per sq ft. beginning 09/01/2022, which will bring the lease of 19,121 sq. feet to \$19,901.77 per month. Additionally, CVWDB agrees to the 10 cents per sq. ft. escalator clause, however, as this lease extension is for one year, this would not apply for this extension.

Should you have any questions and or concerns, please contact our office.

Thank you,

DocuSigned by:

8/4/2022

Leigh Heath
Humana Resource Manager/Executive Assistant

A handwritten signature in black ink that reads "Leigh Heath".

B4FA0AB05EC140A

Concho Valley Workforce Development Board is an equal opportunity employer / program. Auxiliary aids and services are available upon request to individuals with disabilities. If you require special accommodations, please email accommodations@cvworkforce.org or call 800-996-7589. Relay Texas @ 1-800-735-2989 (TDD) or 1-800-735-2988 (Voice). Funding provided by the Department of Labor/Workforce Innovation & Opportunity Act via the Concho Valley Workforce Development Board.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Construction Manager, Construction Management, 325-657-4210 ext 138

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider awarding Task Order #8 under IDIQ contract ES-06-19 Engineering Services for Bank Stabilization to Freese and Nichols in an amount of \$93,227 for Data Collection, Conceptual Analysis, Design Management, and Surveying and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)

Staff Recommendation:

Approve

Summary/History:

In 2012, the City undertook a project to provide bank stabilization and improvements along the Concho River from Central High School to Oakes St. Completed were new trails, amenities along the path and bank stabilization. This walking trail continues along the Concho River all the way to the Texas Bank Sports Complex, but bank stabilization has not been done along this remaining stretch. There are areas that have deteriorated to a point where trees and trails are being lost.

This proposal is the first step towards addressing bank stabilization along the walking path from Oakes St to the Bell Street crossing. Freese & Nichols proposes the following tasks in this proposal:

- Design management and meetings
- Data Collection and Site Visits
- Conceptual Analysis
- Survey Services

Once this proposal is completed and all data is gathered, Freese & Nichols will be able to provide follow-up services to design the stabilization work, including development of the required CLOMR/LOMR designs.

These steps are necessary to move forward with the actual stabilization work, which will be done in three phases. The first phase involves bank stabilization from the Johnson Dam to Concho St. Bridge. This portion is partially funded by an existing grant and must be done first. The second phase includes bringing the walking trail under Oakes St. Bridge and providing a new pedestrian bridge to the flower garden along the river to the first bend behind Robert Massie's funeral home. The remaining phase will be the remainder to Bell Street crossing. Included will be stabilization where needed and reworking trails that have failed or are in danger of failing.

Funding Source(s):

Financial Impact:

Funds are available from account number 502-6002-800.07-30.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Concho River Proposal Letter 20220707 | Concho River Proposal Letter 20220707.pdf |
| 2. | TASK AUTHORIZATION_Concho River Bank
Stabilization 20220707 | TASK AUTHORIZATION_Concho River Bank
Stabilization 20220707.pdf |

Presentation:

Alfonso Torres

Approvals/Reviews:

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

July 7, 2022

Alfonso Torres
Construction Manager
City of San Angelo
52 W. College Avenue
San Angelo, Texas 76903

Re: Concho River Bank Stabilization Improvement Plans and Specifications

Mr. Torres:

In response to your request, Freese and Nichols, Inc. is pleased to present the proposal for the above referenced project. A detailed scope of work is attached. This proposal includes the following services and tasks:

Fee Breakdown by Task		
Task	Description	Basic Services
1	Design Management and Meetings	\$ 9,970.00
2	Data Collection/Site Visit	\$ 27,428.00
3	Conceptual Analysis	\$ 19,855.00
4	<i>Preliminary Design 60%</i>	-
5	<i>Final Design 90%</i>	-
6	<i>Construction Documents 100%/Bid Phase Services</i>	-
7	<i>Engineer of Record</i>	-
8	<i>Drainage Analysis</i>	-
9	Survey Services	\$ 35,974.00
10	<i>Geotechnical Investigation</i>	-
11	<i>Environmental Services</i>	-
12	<i>CLOMR Package Submittal</i>	-
13	<i>LOMR Package Submittal</i>	-
Sub-Total		\$ 93,227.00

Information gathered during this initial phase will allow us to refine the effort needed for the remaining tasks with no fee listed. Thank you for the opportunity to assist the City of San Angelo on these projects. If you have any questions, please call Heather at (806) 686-2706. We will be pleased to discuss this proposal with you and are willing to structure the contract as needed to best meet the needs and goals of the City.

Sincerely,
Freese and Nichols, Inc.



John Dewar, P.E.
Vice-President



SCHEDULE A TASK AUTHORIZATION

Client: City of San Angelo. 301 West Beauregard Avenue San Angelo, TX 76903 Attn: Alfonso Torres	FNI Project No.:
	Phase/Task/Dept. No.:
	Date: 07/07/2022
This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on <u>12/1/2019</u> and expires on <u>11/19/2022</u>.	
Project Description: Concho River Bank Stabilization; San Angelo, TX Description of Services: It is our understanding that the City of San Angelo (City) desires to initiate a geomorphic assessment and stabilization design for failing banks along a section of the Concho River located within San Angelo, Texas. The study downstream limit is Bell Street and upstream limit is Oakes Street (approximately 1.2 miles of river). The purpose of this assessment is to: • Evaluate the existing geomorphic conditions of the Concho River • Identify existing and potential impacts to infrastructure adjacent to the Concho River by continued erosion • Provide conceptual alternatives for discovered problem areas Based on previous studies and the geomorphic assessment, construction documents will be provided to stabilize eroding banks within the project area as approved by the City. Below is a description of the scope requirements including geomorphic assessment, conceptual analysis, geotechnical engineering investigations, topographic survey services, hydraulic modeling, environmental permitting, and construction documentation development. Tasks Performed During Initial Phase: 1,2,3 and 9 Tasks Performed During Design Phase: 4,5,6,7,8,10,11,12 and 13 WORK TO BE PERFORMED Task 1. Design Management and Meetings Task 2. Data Collection/Site Visit Task 3. Conceptual Analysis Task 4. Preliminary Design – 60% Task 5. Final Design – 90% Task 6. Construction Documents – 100% and Bid Phase Services Task 7. Engineer of Record Task 8. Drainage Analysis Task 9. Survey Services Task 10. Geotechnical Investigation Task 11. Environmental Task 12. CLOMR Package Submittal Task 13. LOMR Package Submittal TASK 1. DESIGN MANAGEMENT AND MEETINGS FNI will manage the work outlined in this scope to ensure efficient and effective use of FNI and the City's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.	

1.1 Managing the Team

- Lead, manage, and direct the design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Communicate externally among MWBE sub consultants
- Task and allocate team resources.

1.2 Communications and Reporting

- FNI will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.
- FNI will conduct a project kickoff meeting with the City to confirm and clarify scope, understand City objectives, set communication protocol, establish frequency of status meetings, and review various administrative requirements.
- Interval Design Meetings – Meetings to review and clarify design approach. FNI to provide agenda, correspondence, figures, design details or other meeting materials as needed to effectively achieve meeting goals. Anticipated meetings are listed below:
 - Kickoff Meeting
 - Conceptual Design Meeting
 - 60% Preliminary Design Meeting
 - 90% Final Design Meeting
 - As needed three (3) additional Meetings to discuss various aspects of the project.
- Provide and maintain project schedule with updates as needed and ensure scope is on task (send in monthly status updates).

ASSUMPTIONS

- FNI assumes project duration of twelve (12) months from notice to proceed.
- A total of seven (7) meetings are assumed. Minutes for each meeting to be provided with one round of comments.

DELIVERABLES

- A. FNI will submit meeting summaries with action items.
- B. FNI to provide monthly progress reports.
- C. FNI will provide a baseline project design schedule and updates as needed.

TASK 2. DATA COLLECTION/SITE VISIT

2.1 Data Collection - FNI to review site information and coordinate with the City to obtain the most current and appropriate data for the site as needed. FNI to review all available existing data provided including:

- Current regulatory hydrologic and hydraulic models.
- Any available storm drain data (record drawings) and models.
- Previous studies, GIS data.
- As-builts of development adjacent to the river.

2.2 Geomorphic Field Assessment/Site Visit

This task includes a detailed geomorphic assessment which will provide the information necessary for the design phase. The geomorphic assessment will include the following:

- FNI project team will perform a site visit to familiarize the design team with the site, observe and measure the existing conditions of the stream and infrastructure. Site visit will also be used to verify topographic and SUE survey.
- Measurements of bankfull indicators depth and width if present. Indicators in impaired channel reaches may be absent.
- Documentation of areas of bank mass wasting.
- Photo documentation – FNI will provide a continuous visual documentation of the project reach. Photos will be taken as needed and at the beginning and ending of the reach.
- The potential erodibility of the stream banks along Concho River will be evaluated and mapped using the rapid assessment tool, the Bank Erosion Hazard Index (BEHI). A GIS file may then be created to indicate general erosion risk along the stream banks within the project area. Specific erosion threats to infrastructure and homes will also be identified.
- If feasible, photos and/or videos will be taken using an unmanned aerial vehicle to document the visual condition of the Concho River.

ASSUMPTIONS

- All field measurements will be taken using GPS.
- FNI project team will perform one (1) site visit to observe current conditions at the site, verify noted improvements, and determine additional improvements if needed.

2.3 Geomorphic Technical Memorandum

FNI will perform a desktop analysis utilizing data collected in Task 2.2. This data analysis contains the following:

- i. Documentation of existing geomorphic characteristics of Concho River within the study area.
- ii. Analysis of potential future geomorphic changes within the study area. This will be supported by the availability of data from the desktop analysis and data collected during the field investigation. Future conditions may be analyzed using the following methodologies:
 - Delineation of an erosion hazard zone (area where potential erosion could occur) using a combination of LiDAR and field data.

ASSUMPTIONS

- Figures will be 11x17 on FNI title block.
- Draft geomorphic technical memorandum with once (1) round of comments is assumed.

DELIVERABLES

- A. Discussion of existing site conditions, stream geomorphological condition, and erosional areas will be included in technical memorandum outlined in Task 3.

TASK 3. CONCEPTUAL ANALYSIS

FNI will perform a conceptual analysis based on information collected in Task 2 and provided erosional area map show in Exhibit 1. Up to six (6) conceptual alternatives will be created for the study area. Alternatives may range from multiple solutions for a single area of interest, to six individual areas. A pedestrian bridge conceptual layout within the City Park near Rio Concho Dr bridge will be provided. Conceptual Analysis Technical Memorandum shall be submitted to the City per the approved Project Schedule.

Each alternative will include a plan view exhibit and supporting details as need to clearly show design intent. For each alternative conceptual opinions of probable construction cost (OPCC) will be developed. FNI will also document any potential environmental permitting requirements for each alternative.

3.1 Technical Memorandum

Results from each site will be summarized in a brief Technical Memorandum.

ASSUMPTIONS

- Figures will be 11x17 on FNI title block.
- No hydraulic modeling is anticipated for the conceptual designs.
- One preferred alternative will be selected by the City from the provided options. Analysis of additional conceptual alternatives beyond what is outlined above will be considered additional scope.
- Pedestrian bridge options will be limited to single span prefabricated superstructure.
- Final design and reports for conceptual designs are not included.
- FNI will attend one (1) Conceptual Design meeting with the City to review the Conceptual Alternatives documents.
- Assumes two (2) week review period for the City.

DELIVERABLES

- B. Digital submittal of figures, OPCC, models and Technical Memorandum.

TASK 4. PRELIMINARY DESIGN (60 PERCENT)

FNI will develop the 60% Design documents, including a draft construction plan set, technical specifications outline, and an opinion of probable cost for each project site based on the preferred alternative in Task 3. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.

4.1 FNI will prepare preliminary design plans that include the following sheets:

- Cover Sheet
- General Notes
- Overall Project Layout
- Erosion Control
- Channel Plan and Profiles with Rough Grading
- Stabilization Details
- Grade and Bank Stabilization Details
- Structural Details
- Bridge Design Details
- General Details (as needed)

ASSUMPTIONS

- Each site will be correlated into a single plan set with a single OPCC and outline of specifications.
- Guidance from the Conceptual Design meeting following Task 3 will be incorporated into Task 4.
- Draft plan sheet will be formatted for 22" x 34" sheets. FNI will also provide a half-scaled 11" x 17" pdf.
- Plan set will be setup using FNI CAD standards and title block.
- Design will be in accordance with the City of San Angelo Stormwater Design Manual.
- When applicable, proposed work items will refer to City of San Angelo or TxDOT Standard Specifications. FNI will provide an outline of additional Special Technical Specifications and/or notes

to address other work items not covered. Specification will be numbered using the Construction Science Institute (CSI) methodology.

- Assumes two (2) week review period for the City.
- This scope includes addressing one (1) round of comments to the 60% Design Documents and such comments, if any, will be incorporated into the 90% Design Documents. FNI will attend one (1) meeting with the City to review the 60% Design documents.
- Additional and/or later revisions to the 60% Design Documents may require additional effort and are not covered by this scope.
- CAD files will not be submitted as part of the 60% Design.
- No utility improvements are required for this project.
- No design improvements will be constructed within the BNSF railroad easement. Effort and review costs by the BNSF railroad is not included in this scope.

DELIVERABLES

- A. Preliminary Design drawings identified above submitted digitally (for each project site).
- B. Outline of technical specifications (for each project site).
- C. Estimates of probable construction cost (for each project site).

TASK 5. FINAL DESIGN (90 PERCENT)

FNI will incorporate comments from Task 4 to develop the 90% Final Documents, including a draft construction plan set, technical specifications, and an opinion of probable cost for each project site. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.

5.1 FNI will prepare Final design plans that include the following sheets:

- Cover Sheet
- General Notes
- Horizontal Control
- Overall Project Layout
- Erosion Control
- Quantities / Tree Inventory
- Channel Plan and Profiles with Grading
- Stabilization Details
- Grade and Bank Stabilization Details
- Structural Details
- Bridge Design Details
- General Details (as needed)

ASSUMPTIONS

- All assumptions from Task 4 apply to Task 5.
- Assumes two (2) week review time for the City.
- This scope includes addressing one (1) round of comments to the 90% Design Documents and such comments, if any, will be incorporated into the 100% Construction Documents. FNI will attend one (1) meeting with the City to review the 90% Design documents.

DELIVERABLES

- A. 90% Final Design plans, final cost estimate, and specifications submitted digitally.

TASK 6. CONSTRUCTION DOCUMENTS (100 PERCENT) and BID PHASE SERVICES

FNI will incorporate comments from Task 5 to develop the 100% Construction Documents, including a final construction plan set, technical specifications, and an opinion of probable cost. Final construction plans and specifications shall be submitted to the City per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Texas.

ASSUMPTIONS

- All assumptions from Task 5 apply to Task 6.
- No significant design changes are anticipated from Task 5 to Task 6.
- FNI will submit the final Construction Documents to an approved independent contract provider for submittal to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with review will be included as a reimbursable expense.
- Bid Phase Services include only attending pre-bid meeting and answering four (4) total RFI's from bidders. A sign in sheet and minutes will be provided for the meeting.

DELIVERABLES

- A. 100% construction plans and specifications containing: two (2) copies of full size (22"x34"), two (2) copies of the final estimate of probable construction cost, and a PDF copy of each of the above items.
- B. Submission of Construction Documents for TDLR Review

TASK 7. ENGINEER OF RECORD

FNI will provide construction phase services, as requested by the City. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task as shown in the 'Fee Breakdown by Task' table included in the proposal. FNI will work on tasks requested by the City and will notify the City when the allotted budget is nearing completion.

- Attend Pre-Construction Meeting
- Perform site observations during construction
- Review Construction submittals
- RFI's provided by the contractor
- Creation of record drawings
- Other items related to construction during project duration
- Construction Phase General Representation – FNI will endeavor to protect CITY in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

ASSUMPTIONS

- Expenses (if any) will be applied as needed based on requested task.

DELIVERABLES

- A. Documentation, correspondence, meeting minutes, project management, or changes to construction documents as needed based on requested task.

TASK 8. DRAINAGE ANALYSIS

FNI to perform a Hydraulic Analysis outlining the effects of the improvements within the project area as it relates to the mapped floodplain of the Concho River. In accordance with the CITY's Drainage Design

Manual, a Flood Study will be prepared and submitted to the CITY's Floodplain Administrator.

- 8.1. FNI shall prepare the forms needed to request **FEMA Effective** models for the Concho River and the CITY will mail the forms to FEMA. The CITY will provide models for FNI use in this analysis.
- 8.2 FNI shall prepare a **Revised Existing** condition model using the FEMA Effective model as a base. Any required cross sections to perform the hydraulic analysis will be generated and included in the Revised Existing Conditions model. Survey data will be used to define hydraulic parameters of the cross sections. FNI assumes no additional changes will be required to the hydraulic model more than one (1) FEMA Effective cross section upstream or downstream of the study area.
- 8.3 FNI shall prepare a **Revised Existing Floodway** run to identify a more accurate location for the floodway on the basis that the Effective FEMA mapping appears to show the project area within the floodway.
- 8.4 FNI shall prepare a **Post-Project** condition model that defines the proposed hydraulic parameters at the same cross sections used in the Revised Existing model.
- 8.5 FNI shall prepare a **Post-Project Floodway** run to identify the proposed floodway.
- 8.6 FNI shall prepare a **Floodplain Study** documenting the development of the Revised Existing and Post-Project condition models and floodway runs. The Floodplain Study will discuss results from each scenario for the 100-year storm event and determine impacts, if any. Impacts will be based on the engineering criteria specified in the Drainage Design Manual: Water Surface Elevation, Stream Velocity, Valley Storage, and Conveyance.

ASSUMPTIONS

- It is assumed that all fees required by FEMA will be paid by the CITY
- Limit of changes to the hydraulic model will be limited to within 1 FEMA Effective Cross Section upstream and downstream of the project site

DELIVERABLES

FNI will provide the following hydraulic analysis deliverables:

- Revised Existing Hydraulic Model and Floodway Run
- Post-Project Hydraulic Model and Floodway Run
- Technical Memorandum documenting development of models
- Revised or amended Technical Memorandum documenting changes to Post-Project scenario based on as-built survey

TASK 9. SURVEY SERVICES

ENGINEER will provide survey support as follows.

- 9.1 Survey
 - ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, utilities based on CITY records and observable surface features, boundary survey, structures, trees 6" and larger (DBH), and other features relevant to the final plan sheets.
 - Bathymetric survey information will be provided within the specified project limits using sonar methodology
 - Upon completion of the project an As-Built Survey will be provided and used in Task 12.

ASSUMPTIONS

- No SUE will be provided for the project site.
- No Right of Entry is needed to conduct the survey.
- No ROW or Easement acquisition services are included.

TASK 10. GEOTECHNICAL INVESTIGATION

The purpose of the investigation will be to collect subsurface data within the vicinity of the proposed improvements and provide geotechnical data and recommendations for the design and inclusion with the construction contract documents. The geotechnical engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites but will only be responsible for damages at the sites caused by their negligent acts.

The investigation will include soil exploration, laboratory testing, and related engineering analysis and reporting as outlined below.

FIELD EXPLORATION

1. Drill up to four (4) exploratory borings at the site for evaluation and identification of subgrade conditions. Two (2) borings will be drilled along the river bank at select locations to depth of 40 feet, and two (2) borings will be drilled near the pedestrian bridge, one (1) near each abutment, to depths ranging from 45 to 50 feet, depending upon existing topography.
2. Conduct one (1) site visit to mark/stake boring locations and determine drill rig access routes.
3. The Engineer will notify the Texas 811 system of the planned borings and coordinate with the City in order to locate existing underground utilities prior to commencement of the field exploration activities.
4. Subcontract with a drilling contractor to drill the borings and collect samples of the subgrade soils at the selected locations.
 - a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) test and/or sampled using a rock core barrel.
 - b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - c. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
5. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

LABORATORY TESTING

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength

ENGINEERING ANALYSIS AND REPORTING

1. The Engineer will perform the geotechnical engineering analysis and prepare a Geotechnical Technical Memorandum specific to the needs of the project team summarizing the geotechnical investigation. The report will include the following:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - c. Results and recommendations based on evaluation and analyses for up to two (2) representative cross sections for the proposed bank stabilization. The analysis will include slope stability and evaluation of applicable soil and/or rock shear strength parameters.
 - d. Foundation design recommendations for support of the pedestrian bridge.
 - e. General discussion of expected construction related issues.
 - f. Earthwork related recommendations for use during development of plans and specifications.
2. Submittals will include an electronic PDF copy of the Geotechnical Technical Memorandum.

ASSUMPTIONS

- City to coordinate right-of-entry permission to drill.
- The site is accessible with a truck-mounted drilling rig.
- FNI to incorporate geotechnical results into design outlined in Tasks 4 - 6.

TASK 11. Environmental Services

11.1 Data Collection/Site Visit

- A. FNI's environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.
- B. FNI's environmental scientists will conduct a pedestrian survey within the project area to document existing conditions of the alignment and identify environmental constraints. This investigation will include the following:
 - a) Identification of "waters of the U.S." (WOTUS) as defined by U.S. Army Corps Engineers (USACE) regulations. WOTUS are regulated by the USACE, and fill activities conducted within the jurisdictional boundaries of WOTUS require a permit under Section 404 of the Clean Water Act. Consultant's environmental scientists will delineate the boundaries of jurisdictional waters such as streams, wetlands, or open waterbodies per the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0). The delineations of WOTUS will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy.
 - b) Identification of potential habitat for federally listed threatened or endangered species.

11.2 Bridge Environmental Permitting Memorandum

- A. FNI's environmental scientists will prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to WOTUS, and a discussion of potential Section 404 permitting options in association with the proposed railway bridge segment of the project.
- B. This scope assumes that the proposed railway bridge can be designed to meet the terms and conditions of Nationwide Permit (NWP) 14, Linear Transportation Projects, without the requirement of a pre-construction notification (PCN) to the USACE. FNI assumes that the railway bridge segment of the project has independent utility from the bank stabilization segment of the project.
- C. FNI will coordinate with the Project Team (District and Design Team) to discuss the findings of the site visit and comments to the draft technical memorandum.

11.3 Bank Stabilization Pre-Application Meeting

- A. FNI's environmental scientists will prepare a letter to the USACE requesting a pre-application meeting. The letter will include a brief description of the project, its purpose and need, maps of the project area, and conceptual design drawings.
- B. FNI will coordinate and attend the pre-application meeting with the USACE, coordinate with the Project Team on the discussion, and draft meeting minutes.

11.4 Bank Stabilization Pre-Construction Notification

- A. FNI will prepare a Pre-construction Notification (PCN) to the U.S Army Corp of Engineers (USACE) in accordance with requirements of NWP General Condition 32. FNI assumes that the proposed project will likely exceed the limits of NWP notification, and would require a PCN and potentially a request for a waiver for exceeding NWP linear footage and volume limits.
- B. FNI's environmental scientist will prepare a Preliminary Jurisdictional Determination (PJD) Report in accordance with USACE's guidance to document potential WOTUS, including wetlands. The PJD Report will include data forms and maps associated with the delineation of WOTUS during the pedestrian survey.
- C. Once the project area has been defined, FNI will prepare a draft PCN for the City's review and comment. The PCN will include the PJD Report, the USACE Fort Worth District's NWP application form, engineering drawings, and figures depicting proposed impacts to WOTUS. The final PCN will be prepared by incorporating the City's comments and will be submitted to the USACE Fort Worth District. This task will be completed following 60% design.
- D. FNI will address USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, consultation with other resource agencies, or request for additional information resulting in expenditures beyond the FNI's budget will be considered additional services.

11.5 Texas Historical Commission Letter

- A. FNI's environmental scientists and professional archeologist will conduct a desktop assessment of probability for cultural resources within the project area, to evaluate projects compliance with the Texas Antiquities Code (TAC) and Section 106 of the National Historic Preservation Act.
- B. FNI's environmental scientist will prepare and submit a coordination letter to the Texas Historical Commission (THC) requesting concurrence that no cultural resources are present within the project area and that no cultural resources survey is required for the project. In the event the THC requests a cultural resources survey, hiring and coordination with a subconsultant to conduct an archeological field survey and draft a comprehensive report of the survey's finding, will be considered an additional service

DELIVERABLES

- A. Trailway Bridge Environmental Permitting Evaluation Memorandum
- B. Bank Stabilization Pre-Application Meeting Request
- C. Bank Stabilization Pre-Construction Notification
- D. Consultation Letter to the Texas Historical Commission

TASK 12. CLOMR PACKAGE SUBMITTAL

FNI to create a CLOMR Package Submittal based on data from Task 8 and coordinate with CITY and FEMA. Prior to construction, a CLOMR package will be prepared and submitted to the CITY's Floodplain Administrator prior to submittal to FEMA.

- 9.1. FNI shall prepare a **Technical Memorandum** documenting the development of the Revised Existing and Post-Project condition models and floodway runs. The Technical Memorandum will discuss results from each scenario for the 100-year storm event and determine impacts, if any. Impacts will be based on the engineering criteria specified in the Drainage Design Manual: Water Surface Elevation, Stream Velocity, Valley Storage, and Conveyance. The Technical Memorandum will be based on the Task 8 Technical Memorandum and should only include changes based on construction changes.
- 9.2 Following construction of the project, FNI shall prepare a **CLOMR** package based on the "as-built" record drawings. FNI assumes post-construction survey will be provided as outlined in Task 9 and that changes to the Post-Project model will be required. FNI shall revise or amend the Technical Memorandum as documentation of no impact. FNI will submit the package to the City for review first,

assuming one (1) round of comments. FNI will then submit the package for FEMA review. FNI will address up to two (2) rounds of comments from FEMA.

ASSUMPTIONS

- FNI will MT-2 forms, flood profiles, summary of discharges tables, floodway data table, and other supporting information for submittal to FEMA
- CITY will pay all FEMA review fees, if required
- Limit of changes to the hydraulic model will be limited to within 1 FEMA Effective Cross Section upstream and downstream of the project site
- 1 round of comments from CITY on the CLOMR submittal
- 2 rounds of comments from FEMA on the CLOMR submittal

DELIVERABLES

FNI will provide the following hydraulic analysis deliverables:

- Revised Existing Hydraulic Model and Floodway Run
- Post-Project Hydraulic Model and Floodway Run
- Technical Memorandum documenting development of models
- Revised or amended Technical Memorandum documenting changes to Post-Project scenario based on as-built survey
- LOMR Package to City and FEMA

TASK 13. LOMR PACKAGE SUBMITTAL

FNI to create a LOMR Package Submittal based on data from Task 12 and coordinate with CITY and FEMA. Following construction, a LOMR package will be prepared and submitted to the CITY's Floodplain Administrator prior to submittal to FEMA.

- 9.1. FNI shall prepare a **Technical Memorandum** documenting the development of the Revised Existing and Post-Project condition models and floodway runs. The Technical Memorandum will discuss results from each scenario for the 100-year storm event and determine impacts, if any. Impacts will be based on the engineering criteria specified in the Drainage Design Manual: Water Surface Elevation, Stream Velocity, Valley Storage, and Conveyance. The Technical Memorandum will be based on the Task 8 Technical Memorandum and should only include changes based on construction changes.
- 9.2 Following construction of the project, FNI shall prepare a **LOMR** package based on the "as-built" record drawings. FNI assumes post-construction survey will be provided as outlined in Task 9 and that changes to the Post-Project model will be required. FNI shall revise or amend the Technical Memorandum as documentation of no impact. FNI will submit the package to the City for review first, assuming one (1) round of comments. FNI will then submit the package for FEMA review. FNI will address up to two (2) rounds of comments from FEMA.

ASSUMPTIONS

- CITY will pay all FEMA review fees, if required
- Limit of changes to the hydraulic model will be limited to within 1 FEMA Effective Cross Section upstream and downstream of the project site

- 1 round of comments from CITY on the LOMR submittal
- 2 rounds of comments from FEMA on the LOMR submittal
- As-Built survey will be provided in Task 9 reflect Post-Project model and require limited revisions to the modeling for the LOMR

DELIVERABLES

FNI will provide the following hydraulic analysis deliverables:

- Revised Existing Hydraulic Model and Floodway Run
- Post-Project Hydraulic Model and Floodway Run
- Technical Memorandum documenting development of models
- Revised or amended Technical Memorandum documenting changes to Post-Project scenario based on as-built survey
- LOMR Package to City and FEMA

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City of San Angelo and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the City's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition or revisions to existing easements.
- Bid or construction phase services such as: disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction, construction management, and inspections.
- Environmental permitting and applications not explicitly stated in the environmental task of this scope are not included.
- Cultural Resources/Archaeological Survey.
- Environmental permitting and applications not explicitly stated in the environmental task of this scope (i.e. Pre-construction notification for the railway bridge design) are not included.
- Preparation of a Clean Water Act Section 404 Individual Permit (IP) application.
- Federally Listed Threatened and Endangered Species Presence/Absence Survey.
- U.S. Fish and Wildlife Service Section 7 Consultation.
- Performance of materials testing or specialty testing services.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting
- Evaluation of stability for existing walls or other infrastructure.
- Geotechnical exploration activities for additional structures outside the proposed scope.
- Additional geotechnical drilling and associated laboratory testing due to unexpected subsurface conditions found during the site exploration.

Compensation shall be in accordance with Attachment CO.

Amount of this Authorization

\$93,227.00

Schedule shall be as follows:

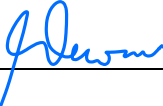
- Data Collection/Site Visit – 2 months
- Conceptual Analysis – 2 months
- Preliminary Design (60%) – 4 months
- Final Design (90%) – 2.5 months
- Construction Documents (100%) – 1.5 months

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

☒ This Task Authorization will serve as notice to proceed.

FREESE AND NICHOLS, INC.:

BY: 

John Dewar, P.E.

TITLE: Principal/Vice President

DATE: 7/7/2022

CITY OF SAN ANGELO:

BY: _____

Print or Type Name

TITLE: _____

DATE: _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Andy Vecellio, Assistant Director, Water Utilities, 325-657-4218

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider awarding WU-08-22 Water System Computer Model Updates and Analysis to CDM Smith, Inc., in the amount of \$140,000 and authorizing the City Manager to negotiate and execute all related documents (Andy Vecellio)

Staff Recommendation:

Approve

Summary/History:

A project was completed by CDM Smith, Inc., in 2018 that consisted of the building of a water system computer model using Bentley's WaterCAD software and an evaluation of the City's water distribution system, including pumping and storage capacity. The Master Plan plan noted future needs for pumping and elevated storage capacity. The computer model has been utilized by Water Utilities Staff and is in need of a model update due to water system growth and changes in the customer demand pattern.

This project will update the water system computer model based on updated water usage data and system growth, evaluate the water system for suitable water storage and pumping according to TCEQ requirements, and provide guidance to enhance the operations of the water distribution system. Additionally, the report will provide a model update protocol for possible future model updates by City staff.

One of the primary goals of the project is to provide recommendations for pumping and storage requirements and the Request for Qualifications allows for the selected Consultant to be selected for the future pumping and storage design projects. Further Council action will be necessary prior to initiating a pumping and/or storage project.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water Capital	512-4100-800.07-30		\$140,000

Financial Impact:

Funding for the project is from water capital funds.

Other Information/Recommendation:

Staff recommends City Council awarding the project to CDM Smith, Inc., in the amount of \$140,000 and that the City Manager be authorized to execute the task order and any related documents.

Attachments:

- | | | |
|----|---|---|
| 1. | CDM Smith Scope of Work - Water System Model | CDM Smith Scope of Work - Water System Model.pdf |
| 2. | Memo-Water System Computer Model Updates and Analysis | Memo-Water System Computer Model Updates and Analysis.pdf |

Presentation:

Andy Vecellio

Approvals/Reviews:

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

Scope of Work

Task 1 – Meetings & Project Management

Meetings are required to ensure the project is satisfying the project objectives and City of San Angelo expectations. Meetings anticipated include the following:

- **Meeting 1 – Project Initiation:** In-person/teleconference meeting with CDM Smith and City staff. Duration of approximately two hours to review scope and gather information.
- **Additional Meetings:** Other meetings where CDM Smith needs to be present includes one City Council Meeting.

The project management portion of this task involves CDM Smith's day-to-day administrative, technical, and financial management of project activities to meet budget, schedule, scope, and quality objectives. This effort includes coordinating meetings, managing staff and quality milestones, and preparing monthly invoices and progress reports.

- **Deliverables:**
 - Meeting agendas / minutes / action items / slides

Task 2 – Data Collection

Data from the City and online sources will be collected from GIS, water billing, water production, SCADA, recent developments, recent pressure monitoring, and population/water service connection growth data. A brief memorandum/table will be produced that outlines the data needs. CDM Smith will review the data and follow-up with the City regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing necessary databases.

- **Deliverables:**
 - Data request memorandum / table

Task 3 – Water Demand Updates

CDM Smith will update historical production data and connection statistics from the last master plan using the last few years of data to verify the current number of connections, the system peaking factor, non-revenue water (NRW), and the gallons per capita per day (gpcd) rate.

Existing demands for either calendar year 2021 or the latest 12 months of complete data will be used. The City's production/billing data will be reviewed for the selected time frame to determine the total demand, and to estimate NRW. This analysis will not include any specific demand projections, but projections from the last master plan may be updated using a global factor, depending on recent trends, specifically for the 2025, 2030 and 2040 scenarios.

- **Deliverables:**
 - Updated base condition existing and future demands (current, 2025, 2030, 2040) as a table and/or graph

Task 4 – Evaluate Supply, Storage & Pumping Needs

CDM Smith will apply the demand projections developed and compare demands to TCEQ requirements to update the long-term supply, storage and pumping needs. This evaluation will help determine the additional total storage, elevated storage, and pumping warranted in each pressure zone. Tradeoffs between additional elevated storage and reduced pumping requirements will be considered.

- **Deliverables:**
 - Updated TCEQ evaluation as tables and graphs

Task 5 – Water Model Updates

CDM Smith will update the existing water distribution system hydraulic model to reflect current system conditions. This task includes adding/updating all key pipes based on updates to the GIS data, especially including new neighborhoods constructed since the last model update.

To update model demands, CDM Smith will geocode billing system customer points based on site address and associate each demand point to a single junction in the model. If meter points exist in GIS, these will be used. Geocoded/GIS points outside of the service area will be researched and corrected (we may request City assistance for a small number of accounts). Also, the top 20 accounts on a consumption basis will be manually checked to verify the assigned location. Demands will be built up in an external database/spreadsheet/GIS into a format that can be directly loaded into the model. Part of the demand update process will also involve applying weekly demand patterns to each customer. This task will be performed by reviewing customer type and usage, including summer versus winter usage, and classifying customers to match a database of patterns we have previously applied. Customer demands will be directly loaded into WaterCAD as customer meters, and allocated to nodes using WaterCAD tools, so that modelers can easily review the data and how it is allocated in the model. This task will include allocation of non-revenue water (NRW), proposed to be performed based on pipe volume (larger, longer pipes will receive a proportionately higher share of NRW). NRW will be loaded using ModelBuilder to assign NRW demands directly to nodes.

CDM Smith will use the updated model to produce a near-term conditions model to combine existing demands with planned City improvements within the next few years (projects in construction or under design) to be able to provide more flexibility for evaluating proposed improvement alternatives. CDM Smith will then use demand projections from Task 3 to update the future scenarios for the future planning horizons (2025, 2030 and 2040). Demands will only be updated for average day scenarios. Maximum day scenarios will use a factor times average day. This factor will be determined as part of Task 3. Depending on recent production history and based on our experience elsewhere in Texas, CDM Smith may propose reducing the peak factor over time to account for conservation, changes in development type, and improved public awareness.

- **Deliverables:**
 - Planning level model files (WaterCAD format) for updated scenarios
 - Geocoded/GIS demand points as a customer meter layer in model

Task 6 – Water Model Calibration

CDM Smith calibrated the current water model in 2016. Based on anticipated changes since that time, it is likely that the model does not need to undergo a complete re-calibration. CDM Smith proposes to first compare model performance over a weekly period versus SCADA data to check whether general trends (tank fill and depletion rates, pump flows, suction, and discharge pressures) appear reasonable. This step would occur after demands and model data are updated to current conditions. If the model appears off versus the field, then a few fire flow tests may be needed to help understand current conditions.

CDM Smith will also review recent City pressure data and request additional monitoring as necessary to help refine the existing understanding of pressure zone boundaries.

- **Deliverables:**
 - Week-long simulation comparison
 - Recommendations for additional field tests (if needed)
 - Model calibration technical memorandum

Task 7 – Water System Analysis

CDM Smith will apply the updated model for the appropriate future scenarios (based on the Task 4 TCEQ analysis) to evaluate options for meeting TCEQ requirements through 2040.

This evaluation will consider storage volumes and pumping rates needed while evaluating water age, system pressures, and available fire flow. This task will use average day, maximum day (including peak hour) and maximum day plus fire flow scenarios to identify and test potential elevated storage locations. The specific goal of this analysis is to identify potential storage and pumping sites, and operational approaches—specifically to add elevated storage in the City low-pressure zone and pumping capacity from the low-pressure zone to the City high-pressure zone.

Initial locations to be checked will be based on discussions with the City and are presumed to include:

- Property ownership (*preference for City or public property*)
- Parcel size (*at least one or two acres but larger may be preferable for construction*)
- Property elevation (*higher is better*)
- Proximity to large lines
- Appropriate location with each zone, typically about two-thirds of the way into the zone from supply sources

Although the emphasis is on additional City low-pressure zone storage, potential future sites in both zones will be identified for long-term planning purposes. CDM Smith will recommend staged improvements, as necessary, to meet TCEQ requirements through 2040.

An additional analysis will involve reviewing current pressure zone boundaries and making recommendations to realign pressure zones to make sure that all customers have adequate pressure, preferably a minimum of 50 psi and a maximum of 80 psi under normal operating conditions. Some areas will exceed 80 psi regardless of configuration and these will be identified so that individual PRVs can be placed as necessary. This analysis will be enhanced using available LiDAR or elevation data to visualize optimal pressure zone boundaries.

- **Deliverables:**
 - Near-term and long-term recommended TCEQ compliance projects (storage and pumping)
 - Preferred areas for long-term storage in both the low- and high-pressure zones
 - Pressure zone boundary recommendations as a map

Task 8 – Model Update Protocol

CDM Smith will develop a model update process, based on recent projects with similar data, that can be used to periodically update the hydraulic model. The protocol will include detailed steps, but the general process would be:

- Add new customer accounts to GIS shape file that contains customer records (name, average demand, diurnal pattern)
- Update customer demand for all records based on new data
- Assign diurnal patterns for new customers
- Create new demand set in model environment and load updated customer meters using ModelBuilder
- Assign updated customer meter layer to nodes
- Update NRW calculations and load using ModelBuilder
- Select GIS features in ArcGIS that are new (generally pipes, junctions and possibly valves)
- Export selected features to shape files
- Import each shape file using ModelBuilder
- Assign data to new features such as identifiers
- Check / cleanup imported data
- Test model with updates / debug

Task 9 – Summary Report and Protocol Training

Based on the results of the other tasks, CDM Smith will produce a draft summary report covering work performed and recommendations. Upon receipt of the City's comments, CDM Smith will produce a PDF-ready electronic version of the report. This task also includes preparation for a presentation to City council, and an assumed three (3) day site visit to assist with the first model update based on the Task 8 Model Update protocol.

- **Deliverables:**
 - Draft Summary Report
 - Final Summary Report
 - Council Presentation Slides
 - Completed Site Visit

Project Schedule

The proposed project schedule is shown below assuming a September 19 start date.

Task Name	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Task 1 - Meetings and Project Management									
Task 2 - Data Collection									
Task 3 - Water Demand Updates									
Task 4 - Evaluate Supply, Storage and Pumping Needs									
Task 5 - Water Model Updates									
Task 6 - Water Model Calibration									
Task 7 - Water System Analysis									
Task 8 - Water Model Update Protocol									
Task 9 - Summary Report and Training									

Project Budget

The proposed project budget is shown below assuming a September 19 start date. The budget as presented also assumes that some tasks may come in under or over the estimated task budget, and that it will be acceptable to move funds between tasks as long as the total budget is not exceeded.

Task	Hours	Total
Task 1 - Meetings and Project Management	40	\$ 7,485
Task 2 - Data Collection	66	\$ 9,970
Task 3 - Water Demand Updates	148	\$ 18,549
Task 4 - Evaluate Supply, Storage and Pumping Needs	52	\$ 7,986
Task 5 - Water Model Updates	132	\$ 18,020
Task 6 - Water Model Calibration	126	\$ 18,395
Task 7 - Water System Analysis	202	\$ 31,040
Task 8 - Water Model Update Protocol	108	\$ 16,061
Task 9 - Summary Report and Training	72	\$ 12,493
Project Totals	946	\$ 140,000

Interoffice

MEMORANDUM

To: Jeff Tomlinson, Purchasing Manager

From: Andy Vecellio, Water Utilities Assistant Director

CC: Allison Strube, Water Utilities Director
Shane Kelton, Executive Director of Public Works

Subject: Professional Services: Water System Computer Model Updates and Analysis

Date: August 26, 2022

Mr. Tomlinson,

Two submissions were received for the subject RFQ. Upon reviewing the two submissions for Professional Services for the Water System Computer Model Updates and Analysis, the two-member committee (consisting of myself and Allison Strube – Water Utilities Director) score the submissions. Below is a summary.

CDM Smith, Inc. – 198 points – CDM Smith, Inc., (CDM) presented a very thorough and detailed project approach and provided strong evidence for an excellent technical and management team. Many of the CDM project team members have vast experience working with the City of San Angelo and are familiar with the City's water system, including completing the previous computer model and system evaluation project.

eHT (Enprotec / Hibbs & Todd, Inc.) – 193 points – Enprotec / Hibbs & Todd, Inc. (eHT) presented a very strong Statement of Qualifications (SOQ) with a detailed approach and schedule to complete the project. eHT team members have extensive experience with the City of San Angelo water and wastewater systems and would be a good professional firm to complete the project. However, the determining factor that resulted in eHT having a few less points is the lack of experience with the COSA computer model.

As a result of the rankings, the committee is recommending that CDM Smith, Inc., be approved for a contract for the Professional Services: Water System Computer Model Updates and Analysis for the City of San Angelo.

Thank you.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider approving purchases with Xylem/Flygt related to new and existing water and wastewater pumps for captive replacement parts, repairs, rebuilds, and replacements for:

1. increased spending authorization for fiscal year 2022 from \$250,000 to \$300,000; and,
2. authorizing spending for fiscal years 2023, 2024, and 2025 in the amount of \$300,000 annually (Allison Strube)

Staff Recommendation:

Approve

Summary/History:

This is an annual expenditure necessary to repair and/or replace water and wastewater pumps throughout the utility's system. These pumps range in size and location (lift stations, water reclamation facility, elevated/ground water storage facilities to the water treatment facility). There are 100+ Xylem/Flygt pumps in the City's system. Due to the volume of repairs, rebuilds, and replacement products and the increased cost of products purchases during fiscal year 2022, staff is seeking an additional \$50,000 spending authorization to be able to continue to purchase products as they become necessary to maintain the water and wastewater system.

This is a sole-source purchase due to these parts and pumps being the only ones that interface with the existing 100+ pumps, lift station, and wet-well configurations. Xylem/Flygt does not have a distributor for these Original Equipment Manufacturer (OEM) parts in North Texas, so we are purchasing directly from the company.

Funding Source(s):

Financial Impact:

\$300,000 is budgeted in the Water Distribution, Wastewater Collection, Water Treatment, and Wastewater Treatment Operating Budgets.

Other Information/Recommendation:

Staff recommends approval of annual expenditure with Xylem/Flygt.

Attachments:

Presentation:

Allison Strube

Approvals/Reviews:

Allison Strube

Theresa James

Jeff Tomlinson

Jeffrey Tomlinson

Shane Kelton

Tina Dierschke

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider approving a revision to amendment #2 under the Base Agreement with Jviation Engineers, a Woolpert Company, to include an additional \$83,144.01 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

Under the Terminal Apron Rehab Project that was constructed by Hensel Phelps (AIP 3-48-0191-044-2021), Hensel Phelps was allotted 80 calendar days to complete the project. Hensel was 45 days over the contracted deadline for project completion. Under our agreement with Hensel Phelps, they were required to pay Liquidated Damages (LD) in an amount equal to cover the engineer project manager costs. With the 45 day overage, Hensel Phelps was required to pay \$83,144.01 in LD's. This amount needs to be amended into Jviation's contract to cover the additional project management costs.

Funding Source(s):

Financial Impact:

No direct financial impact to the airport or the City.

Hensel Phelps Payment application #5 was deducted \$83,144.01 as allowed in the contract documents under Liquidated Damages

Jviation's amendment #2 will be increased by \$83,144.01 for a total contract amount of \$529,525.77.

Other Information/Recommendation:

Attachments:

1. SJT AIP 044 Amendment No. 2 - Revision No 1 SJT AIP 044 Amendment No. 2 - Revision No 1.pdf

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

**REVISION NO. ONE (1) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED APRIL 19, 2021
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SAN ANGELO REGIONAL AIRPORT
SAN ANGELO, TEXAS**

The Sponsor and the Engineer agree to amend their contract for improvements to the San Angelo Regional Airport, San Angelo, Texas to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate Apron

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design Lump sum of \$38,975.00
Design Lump sum of \$46,290.00

BIDDING

Bidding Lump sum of \$11,395.00
Re-Bidding Lump sum of \$31,185.00

TOTAL BASIC SERVICES Lump sum of \$127,845.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

The Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final 10 percent of the fee shall be due and payable when the project final documents have been completed and have been submitted to the Sponsor.

The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

DESIGN SURVEY

Design Survey Lump Sum of \$8,957.20

ACCEPTANCE TESTING

Beyond Engineering and Testing Lump sum of \$28,360.00

Beyond Engineering and Testing Lump sum of \$28,000.00

TOTAL SUBCONSULTANT SERVICES Lump sum of \$65,317.20

CONSTRUCTION ADMINISTRATION

Construction Administration Lump sum of \$49,670.00

Post Construction Lump sum of \$26,610.00

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$76,280.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination Cost Plus of \$125,380.96

Fixed Fee for Construction Coordination Lump Sum of \$25,076.19

Liquidated Damages Lump Sum of \$70,307.68

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination Actuals Not to Exceed of \$26,482.40

Liquidated Damages Expenses Lump Sum of \$12,836.33

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE \$260,083.56

TOTAL SPECIAL SERVICES \$401,680.76

TOTAL \$529,525.77

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

The parties executed this Base Agreement as of this ____ day of _____, 2022.

CITY OF SAN ANGELO, TEXAS:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

By: _____
Julia Antilley, City Clerk

CITY OFFICIAL APPROVALS:

APPROVED AS TO PURCHASING:

Jeffrey Tomlinson, Purchasing Manager

APPROVED AS TO CONTENT:

Jeremy Valgardson, Airport Director

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Theresa James, City Attorney

ENGINEER APPROVAL:

Jviation, A Woolpert Company



Kirk Nielsen, Office Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Consider approving a contract with the San Angelo Cultural Affairs Council allocating \$75,000 of Hotel Occupancy Tax receipts for eligible activities and authorizing the City Manager to execute all related documents (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

The current contract between the City of San Angelo and the San Angelo Cultural Affairs Council (SACAC) is dated October 1, 2021 and expires September 30, 2022. It states that the City will provide funding to SACAC for their operation and to allow them to manage or supervise programs and activities in the amount of \$75,000 from Hotel Occupancy Tax (HOT) revenues received by the City.

A new contract with SACAC needs to be executed in order for them to receive and expend HOT according to the Code of Ordinances Section 5.8000 through September 30, 2022.

The City of San Angelo levied the HOT for the operation of convention facilities, the promotion of tourism, and the improvement of the arts. The SACAC contract satisfies the promotion of tourism and improvement of the arts criteria.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Hotel Occupancy Tax	605-0000-454.05-66		\$75,000

Financial Impact:

The proposed budget for fiscal year 2023 is \$75,000 which is consistent with the previous year's allocation.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Theresa James

Julia Antilley

Created/Initiated

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Second reading of an ordinance for Z22-14 to rezone properties from the General Commercial/Heavy Commercial to the Low Rise Multifamily Residential zoning district, being 0.36 acres, located at 213 and 223 W. Ave. L and 1610 S. Randolph St. (Jon James)

Staff Recommendation:

Adopt

Summary/History:

The applicant requested a rezoning of 213 and 223 W. Avenue L, and 1610 S. Randolph Street from CG/CH to RM-1 to allow construction of multifamily residential units facing W. Avenue L. Planning Staff had initiated rezoning of the remainder of the block (all lots to RM-1 to recognize the existing homes and CG on the east-most lot to recognize an existing restaurant. However, several residents opposed, and on July 18, 2022, the Planning Commission recommended approval of just the three addresses mentioned above to RM-1 and to leave the remainder as is, zoned CG/CH. This item was originally presented to the Planning Commission on June 20, 2022 but was tabled due to questioning by the Commission for staff to research the sale of 213 and 223 W. Avenue L. Planning Staff subsequently confirmed information in the County deed records and Appraisal District showing the applicant as the owner of the subject properties.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2022, the Planning Commission voted unanimously 5-0 to table the zone change to allow staff time to research the ownership questions raised for 213 and 223 W. Avenue L.

On July 18, 2022, the Planning Commission voted unanimously 6-0 to recommend approval of the zone change from General Commercial/Heavy Commercial (CG/CH) to Low Rise Multifamily Residential (RM-1) for 213 and 223 W. Avenue L, and 1610 S. Randolph St.

On August 16, 2022, City Council voted unanimously 7-0 to approve the zone change as recommended.

Attachments:

1. Staff Report (Z22-14)
2. Ordinance (Z22-14)

Staff Report (Z22-14).pdf
Ordinance (Z22-14).docx

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher

Zachary Rainbow

Jon James

Brandon Dyson

Jon James

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval



STAFF REPORT - Z22-14

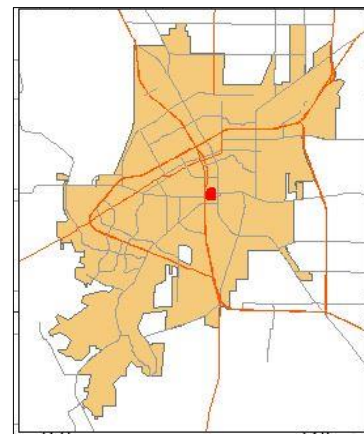
Scheduled Hearings:

Planning Commission: July 18, 2022

City Council 1st reading: August 16, 2022

City Council 2nd reading: September 6, 2022

APPLICATION TYPE:		CASES:	
Rezoning		Z22-14: 200 Blk. Of W. Avenue L	
SYNOPSIS:			
The applicant requested a rezoning of 213 and 223 W. Avenue L, and 1610 S. Randolph Street from CG/CH to RM-1 to allow construction of multifamily residential units facing W. Avenue L. Planning Staff had initiated rezoning of the remainder of the block (all lots to RM-1 to recognize the existing homes and CG on the east-most lot to recognize an existing restaurant. However, several residents opposed, and on July 18, 2022, the Planning Commission recommended approval of just the three addresses mentioned above to RM-1 and leave the remainder as is, CG/CH. This item was originally presented to the Planning Commission on June 20, 2022 but was tabled due to questioning of legality of the same of 213 and 223 W. Avenue L. Planning Staff found no evidence of any illegalities and the warranty deed reflects the current property owners.			
LOCATION:		LEGAL DESCRIPTION:	
Southeast of S. Koenigheim St. and W. Ave. A		Lots 1-7 in Block 116, Fort Concho Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Fort Concho	CG/CH	N- Neighborhood	0.362 acres
NOTIFICATIONS:			
28 notifications for Z22-04 were mailed within a 200-foot radius on May 6, 2022. Five responses were received in opposition (see attached).			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Low Rise Multifamily Residential (RM-1) on 1610 S. Randolph Street, and 213 and 223 W. Avenue L being 0.53 acres, located southeast of W. Avenue L and S. Randolph Street.			
PROPERTY OWNER/PETITIONER:			
<i>Applicant:</i> Zill Properties and Investments LLC (Zane Willard) and City of San Angelo			
STAFF CONTACT:			
Jeff Fisher, AICP Chief Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			



Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #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.** The properties are located within the City's "Neighborhood" Future Land Use in the Comprehensive Plan. Rezoning to RM-1 would be consistent with these policies which call to "promote neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo's neighborhoods." The applicant of rezoning 213 and 223 W. Avenue L if approved would allow four new residential units, consistent with the above policy to provide more housing.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The requested RM-1 would allow the current uses and comply with the applicable development standards for these districts. The applicant has expressed interest in replatting 213 and 223 W. Avenue into a single lot in an east-west orientation, and expand the lot depth of 1610 S. Randolph Street in the same orientation. This would bring both lots into compliance with RM-1 zoning (minimum 60' x 100' for apartment living which would allow all other housing types also).
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.** Rezoning the properties to RM-1 would be compatible with the surrounding area which contains CG/CH zoning to the west, and RS-2 zoning with mainly single-family homes to the northeast, east, and south. There is an industrial ML zoned vacant property to the north but this is intended for commercial uses in future per the Comprehensive Plan's Commercial designation. Rezoning the subject properties to RM-1 would provide an effective transition between this future commercial area, and low-density single-family area to the east and south.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The new owner of 213 and 223 W. Avenue L is seeking to rezone these properties for apartment living which triggered the City to consider expanding this zoning to include the entire block north of the alley.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties. Any future development would require a review of grading, drainage, and stormwater runoff at that time.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a community need for more residential living in this location, consistent with the Neighborhood policies of the City's Comprehensive Plan.
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.* All properties will continue to have access from the adjoining streets, S. Randolph Street and W. Avenue L.

Recommendation:

Staff recommends **APPROVAL** of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Low Rise Multifamily Residential (RM-1) on 1610 S. Randolph Street, and 213 and 223 W. Avenue L being 0.53 acres, located southeast of W. Avenue L and S. Randolph Street.

Note: A replat is required prior to any future development on 223 W. Avenue L and 1610 S. Randolph Street, both of which are currently substandard lot fragments.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Response Letters
Photos
Application



Rezoning

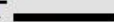
Z22-14: 200 Blk. of W. Avenue L

Council District 3 - Harry Thomas
Neighborhood: Fort Concho
Scale: 1" approx. = 175 ft

SE of S. Randolph St/W. Ave. L



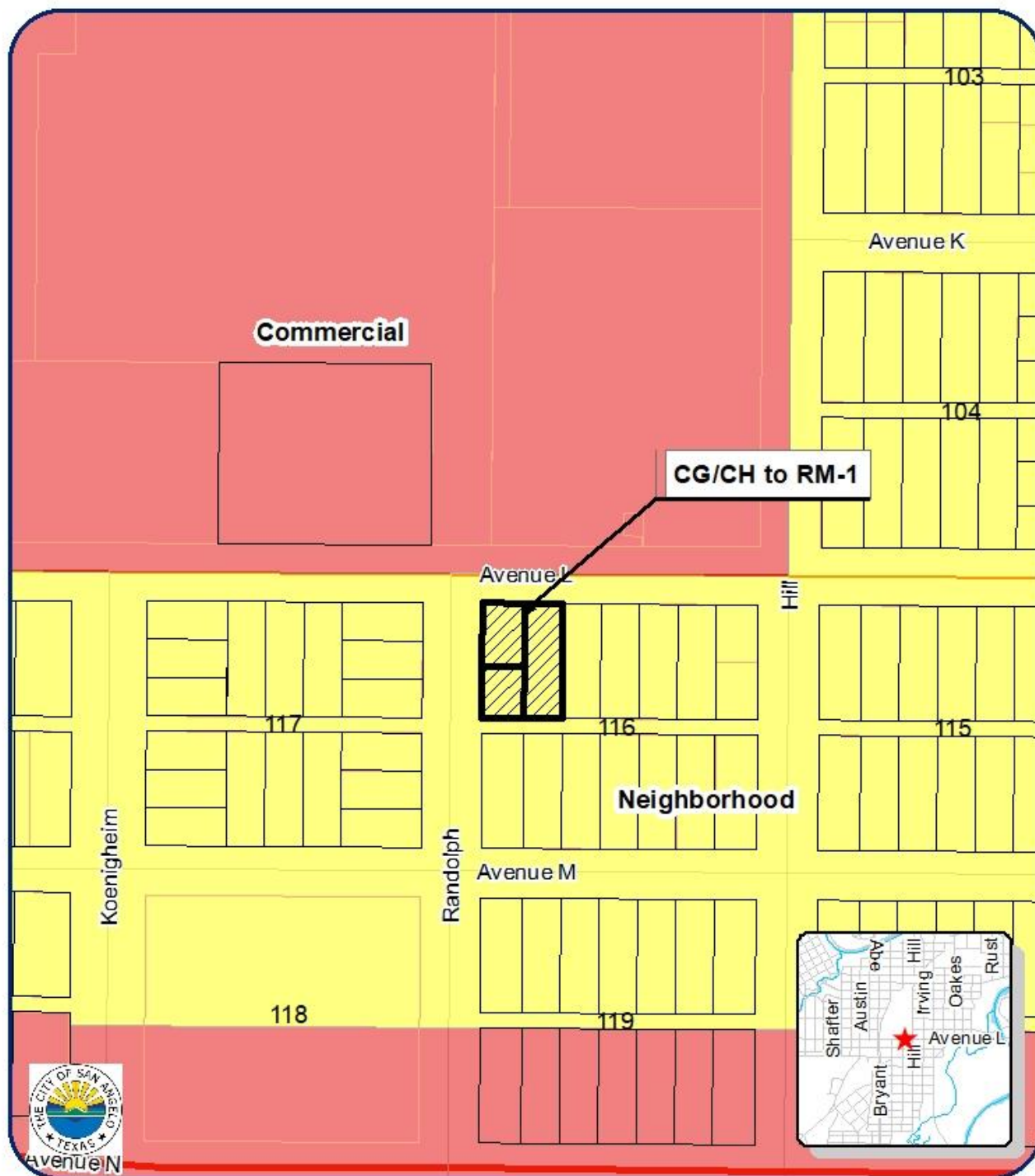
Legend

Subject Properties: 

Current Zoning: **CG/CH**

Requested Zoning Change: **RM-1**

Vision: **Neighborhood**



Rezoning

Z22-14: 200 Blk. of W. Avenue L

Council District 3 - Harry Thomas

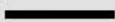
Neighborhood: Fort Concho

Scale: 1" approx. = 175 ft

SE of S. Randolph St/W. Ave. L



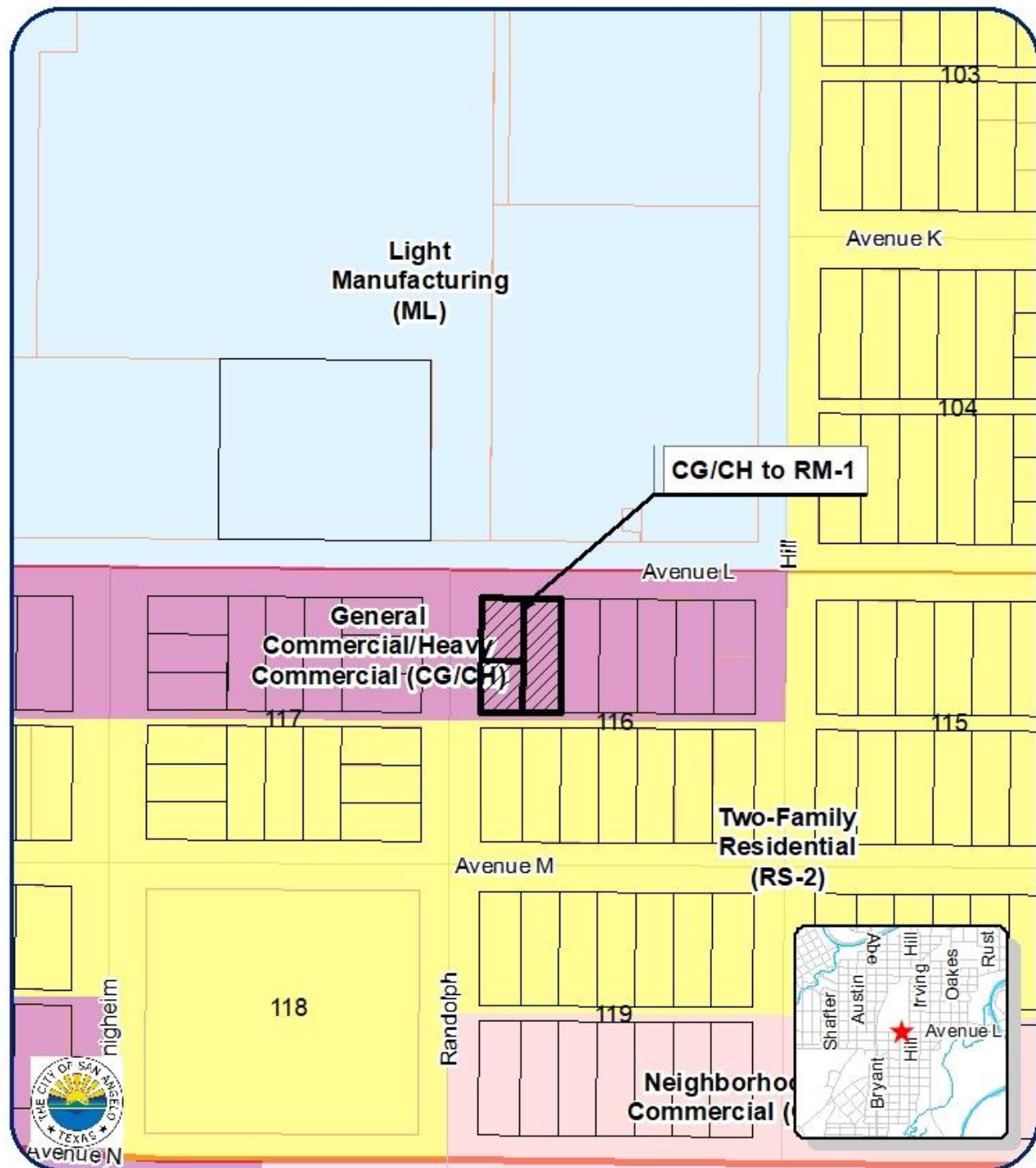
Legend

Subject Properties: 

Current Zoning: **CG/CH**

Requested Zoning Change: **RM-1**

Vision: **Neighborhood**



Rezoning

Z22-14: 200 Blk. of W. Avenue L

Council District 3 - Harry Thomas

Neighborhood: Fort Concho

Scale: 1" approx. = 175 ft

SE of S. Randolph St/W. Ave. L

Legend

Subject Properties:

Current Zoning: **CG/CH**

Requested Zoning Change: **RM-1**

Vision: **Neighborhood**



The City Of
San Angelo, Texas
Planning Division
52 West College Avenue, 76903

JACOBO BENITO & MARGARITA
517 N BROWNING ST
SAN ANGELO, TX 76903-4129

NOTICE OF PUBLIC HEARING

RE: Zone Change Z22-14

6/6/2022

On **Monday, June 20, 2022**, during a meeting scheduled to begin at **9:00 am**, the Planning Commission for the City of San Angelo will hold a public hearing on the request described below. The meeting will be held in the **East Mezzanine of City Hall, 72 West College Avenue**, to recommend approval or denial to City Council of a request by Zill Properties and Investments LLC and the City of San Angelo for a **rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Low Rise Multifamily Residential (RM-1) and General Commercial (CG) Zoning Districts**, being **1.24 acres**, located south of W. Avenue L between S. Randolph Street and Hill Street, San Angelo, Tom Green County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below.

The attached map shows the area of this request. Only that area which is bounded by the black line on the map is being considered for this request. The solid boundary line around the subject area is only a notification area. If approved by the Planning Commission or if denied and appealed to San Angelo's City Council within the specified ten-day period, this case will be heard by City Council with a public hearing on **Tuesday, July 19, 2022 at 8:30 AM in McNease Convention Center 501 Rio Concho Dr., San Angelo, Texas 76903**.

Planning Commission members are citizens appointed by San Angelo's City Council, specifically to hear and decide certain matters regarding the use and development of land within the city limits of San Angelo. If you have questions about these proceedings, please contact **Jeff Fisher, Chief Planner**, at telephone 325-657-4210 ext. 1550 or by email address jeff.fisher@cosatx.us

For the PLANNING COMMISSION

Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: JACOBO BENITO & MARGARITA

Parcel I.D.: 13

Address: 517 N BROWNING ST

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☐

Signature: _____

OK in CG on his
property but not
RM-1
at Planning Commission
changed to opposed.

For the PLANNING COMMISSION
Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: COOK LILLIE ANN
Parcel I.D.: 6
Address: 1605 S RANDOLPH ST

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: Lillie Ann Cook

I own my home, spent years saving. It's pretty quiet and peaceful. Trees and grass in front and beside my home. A place for my grand children to live when I'm gone. Really don't want that kind of noise and disruption. Leave the property the way it is!

For the PLANNING COMMISSION
Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MEJIA MOLLIE - DECEASED
Parcel I.D.: 16
Address: 211 W AVENUE L

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: Smajin

For the PLANNING COMMISSION
Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PEREZ LOUIS A III
Parcel I.D.: 18
Address: 112 W COLLEGE AVE

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: Louis A Perez

From: [Albino Menchaca](#)
To: [Fisher, Jeff](#)
Subject: Re: Zone Change Z22-14
Date: Friday, June 24, 2022 3:27:08 PM

CAUTION: This email was received from an EXTERNAL source, use caution when clicking links or opening attachments.

Again I Repeat I oppose any zone change to my property. I wish to keep commercial my property for future purposes. Leave mi property as is.

Thank you,

Albino Menchaca
209 West Avenue L
San Angelo Texas 76903

On Tue, Jun 21, 2022, 2:38 PM Albino Menchaca <abmenchaca60@gmail.com> wrote:

I am opposed to this zone change
Name: Menchaca Albino & Delma
Parcel I.D.: 17
Address: 209 W. Ave. L

Albino & Delma Menchaca

For the PLANNING COMMISSION
Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MENCHACA ALBINO & DELMA
Parcel I.D.: 17
Address: 209 W AVENUE L

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒

LEAVE OUR
PROPERTY AS IS
A.M

Signature:

Albino Menchaca
Delma menchaca

PARCEL I.D.: 17
ADDRESS: 209 W. AVENUE L

Photos of Site and Surrounding Area

1610 S. RANDOLPH ST.



213 and 223 W. AVENUE L



HOMES ON W. AVENUE L



1601 and 1607 S. HILL ST.



Jeff

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): Zill Properties & Investments - Zane Willard

☒ Owner ☐ Representative (Notarized Affidavit Required)

6451 Fish Hatchery Rd. San Angelo TX 76904
Mailing Address City State Zip Code

325-656-2625 conchovalleyconstruction@gmail.com
Contact Phone Number Contact E-mail Address

213 W Ave L San Angelo TX 76904
Subject Property Address City State Zip Code

Fort Concho Addition, Block 116, Lot 2, Tom Green County
Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Existing Zoning: RS1 Proposed Zoning: Rm1 Lot size: _____

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

Section 2: Site Specific Details

Existing Use of Property: Vacant lot

*Proposed Use of Property: Multi Unit Residential Affordable Housing

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement
(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☒ If approved, a zone change is applied to the property, not the property owner.

☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

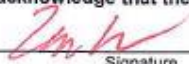
Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

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

Zane Willard



Zill Properties & Investments

05-20-2022

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 22 - 14

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 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: **BEING 0.362 ACRES LOCATED AT 213 AND 223 W. AVENUE L AND 1610 S. RANDOLPH STREET;** FROM THE GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) TO THE LOW RISE MULTIFAMILY (RM-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-14: 213 and 223 W. Avenue L and 1610 S. Randolph Street

WHEREAS, on the 18th day of July, 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 Low Rise Multifamily (RM-1) Zoning District; and,

WHEREAS, on the 16th day of August, 2022, City Council held a public hearing on Z22-14, 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 LOW RISE MULTIFAMILY (RM-1) Zoning District:

The real properties located southeast of W. Avenue L and S. Randolph Street, being Lots 1 and 2 in Block 116, Fort Concho Addition, being 0.362 acres, located at 213 and 223 W. Avenue L and 1610 S. Randolph 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 **16th day of August, 2022**, and finally PASSED, on this the **8th day of September, 2022**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

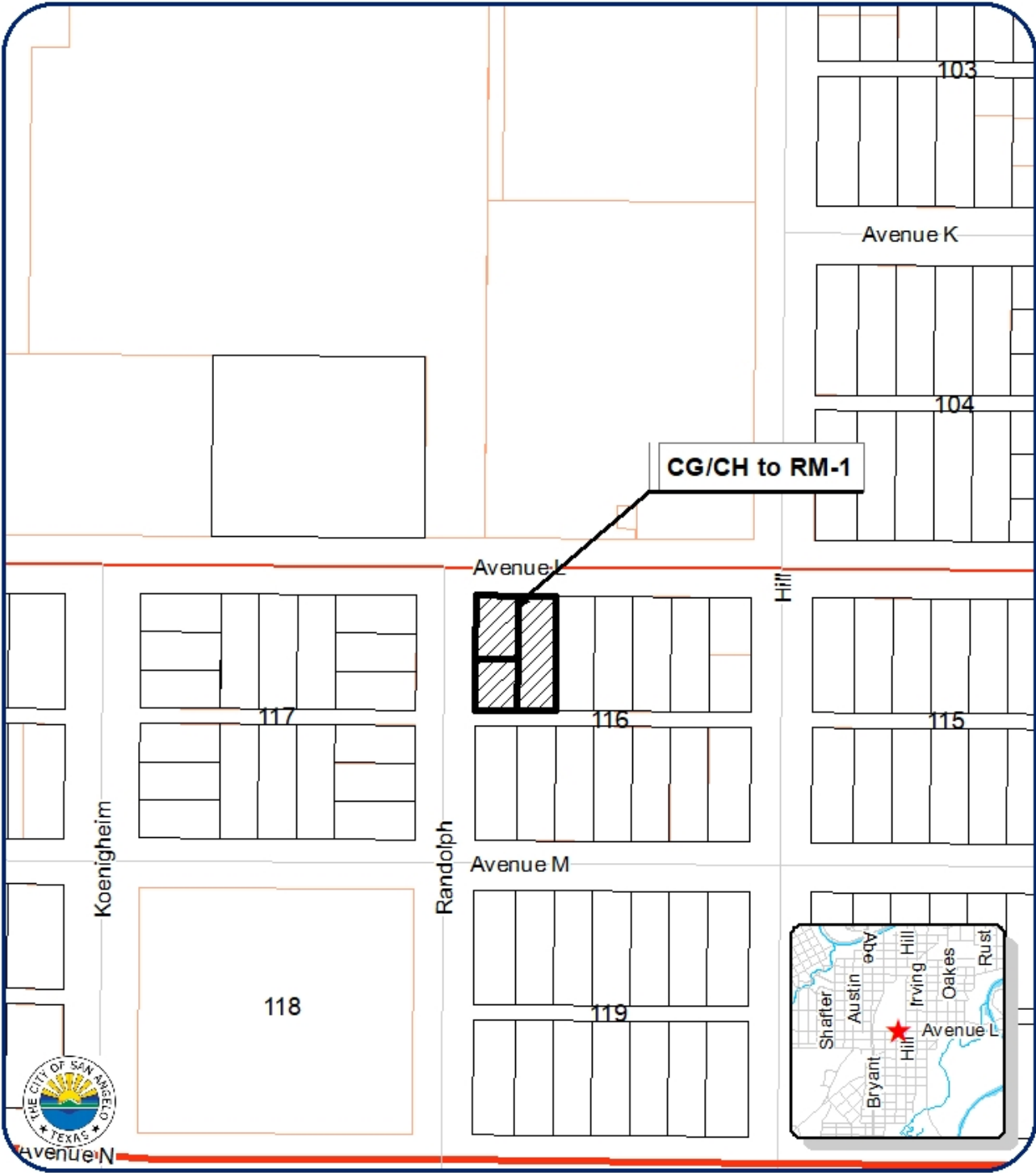
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning
222-14: 200 Blk. of W. Avenue L

Council District 3 - Harry Thomas
Neighborhood: Fort Concho
Scale: 1" approx. = 175 ft

SE of S. Randolph St/W. Ave. L



Legend

Subject Properties:

Current Zoning: **CG/CH**

Requested Zoning Change: **RM-1**

Vision: **Neighborhood**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Consent Item

Caption:

Second reading of an ordinance for Z22-16 to rezone properties from the Ranch and Estate to the Single-Family Residential and Neighborhood Commercial zoning districts, being 31.17 acres, located northwest of Arden Rd. and FM 2288 (Jon James)

Staff Recommendation:

Adopt

Summary/History:

The applicants have applied to rezone the subject properties from Ranch and Estate (R&E) to the Single-Family Residential (RS-1) and Neighborhood Commercial (CN) Zoning Districts. The west 26.71 acres would be rezoned to RS-1 for future residential subdivisions and 4.46 acres would be rezoned CN for future neighborhood commercial development. The CN zoning is part of a larger property that connects to FM 2288 which would remain zoned R&E. Each property exceeds the minimum lot area, depth, and frontage requirements of the respective zoning districts. Access is proposed from a future local street to be constructed along the north side of the properties. This street will run east-west and connect to FM 2288 (see attached).

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

On July 18, 2022, the Planning Commission voted unanimously 6-0 to recommend approval of the zone change.

On August 16, 2022, City Council voted unanimously 7-0 to approve the zone change.

Attachments:

- | | |
|--------------------------|---------------------------|
| 1. Staff Report (Z22-16) | Staff Report (Z22-16).pdf |
| 2. Ordinance (Z22-16) | Ordinance (Z22-16).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher

Zachary Rainbow

Jon James

Brandon Dyson

Jon James

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval



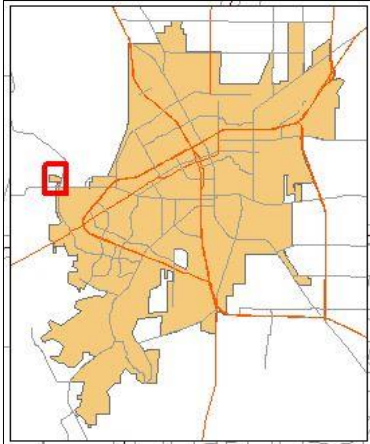
STAFF REPORT - Z22-16

Scheduled Hearings:

Planning Commission: July 18, 2022

City Council 1st reading: August 16, 2022

City Council 2nd reading: September 8, 2022

APPLICATION TYPE:		CASES:	
Rezoning		Z22-16: Northwest of Arden Rd. / F.M. 2288	
SYNOPSIS:			
The applicants have applied to rezone the subject properties from Ranch and Estate (R&E) to the Single-Family Residential (RS-1) and Neighborhood Commercial (CN) Zoning Districts. The west 26.71 acres would be rezoned to RS-1 for future residential subdivisions and the 4.46 acres would be rezoned CN for future neighborhood commercial development. The CN zoning is part of a larger property which connects to F.M. 2288 which would remain zoned R&E at this time. Each property well exceeds the minimum lot area, depth, and frontage requirements of the respective zoning districts. Access is proposed from a future local street to be constructed along the north side of the properties. This street will run east-west and connect to F.M. 2288 (see attached).			
LOCATION:		LEGAL DESCRIPTION:	
Northwest corner of Arden Road / F.M. 2288		Being 31.17 acres out of the A. B. & M Survey No. 3, Abstract No. 24, and out of the B. S. & F Survey No. 5, Abstract No. 101	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #6 – Larry Miller Bluffs Neighborhood	R&E	N – Neighborhood, C – Commercial, T – Transitional	31.17 acres
NOTIFICATIONS:			
Two notifications for Z22-16 were mailed within a 200-foot radius on July 6, 2022. Two responses have been received to date in favor, none against (see attached).			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Ranch and Estate (R&E) to the Single-Family Residential (RS-1) and Neighborhood Commercial (CG) Zoning Districts; being 31.17 acres, located northwest of Arden Rd/F.M. 2288.			
PROPERTY OWNER/PETITIONER:			
Property Owners: West Texas Land Guys and David Jensen Petitioner: Russell Gully, P.E., RLS, SKG Engineering, LLC			
STAFF CONTACT:			
Jeff Fisher, AICP Chief Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #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.* The property proposed to be rezoned RS-1 is predominantly in the “Neighborhood” Future Land Use designation in the City’s Comprehensive Plan, updated in 2009. The neighborhood policies call to “Promote neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo’s neighborhoods”. The applicant has preliminary and final residential subdivision plats for this area consistent with this policy. The property proposed to be rezoned to CN is designated “Commercial” in the Comprehensive Plan “which often are single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network.” While this designation can support heavier commercial development, Staff and the applicant agreed that this property, which is 210 feet wide, be zoned CN which allow neighborhood, less-intense commercial uses, given it will be adjacent to the RS-1 zone. Staff believes the CN will provide a buffer for the residential development to the west. The 200-foot width of this CN zone is typical for neighborhood retail store properties throughout San Angelo. Finally, there is a small strip of 130 feet which crosses the shared lot line between both properties designated “Transitional”. Both proposed zoning districts are compatible with this designation and the underlying CN provides this transition from the future RS-1 zoning to the west.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* As indicated, all lots will meet the minimum lot sizes to allow new construction. The future platting of the RS-1 will allow a minimum 50’ x 100’ lots on the 26.71 acres, and the CN zoning allows 6,000 sq. ft. lots and there is ample room for this on the 4.46 acres, including space for an extension of any future road along the south of this property to connect to the future preliminary plat and F.M. 2288.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The rezoning is compatible with the surrounding area as outlined in the Comprehensive Plan mentioned above. Both lots are presently vacant.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicants want to rezone the properties for future residential subdivisions and neighborhood commercial development.
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 review of drainage, grading, and stormwater will be conducted by Engineering Services to address any environmental issues through the subdivision platting process.

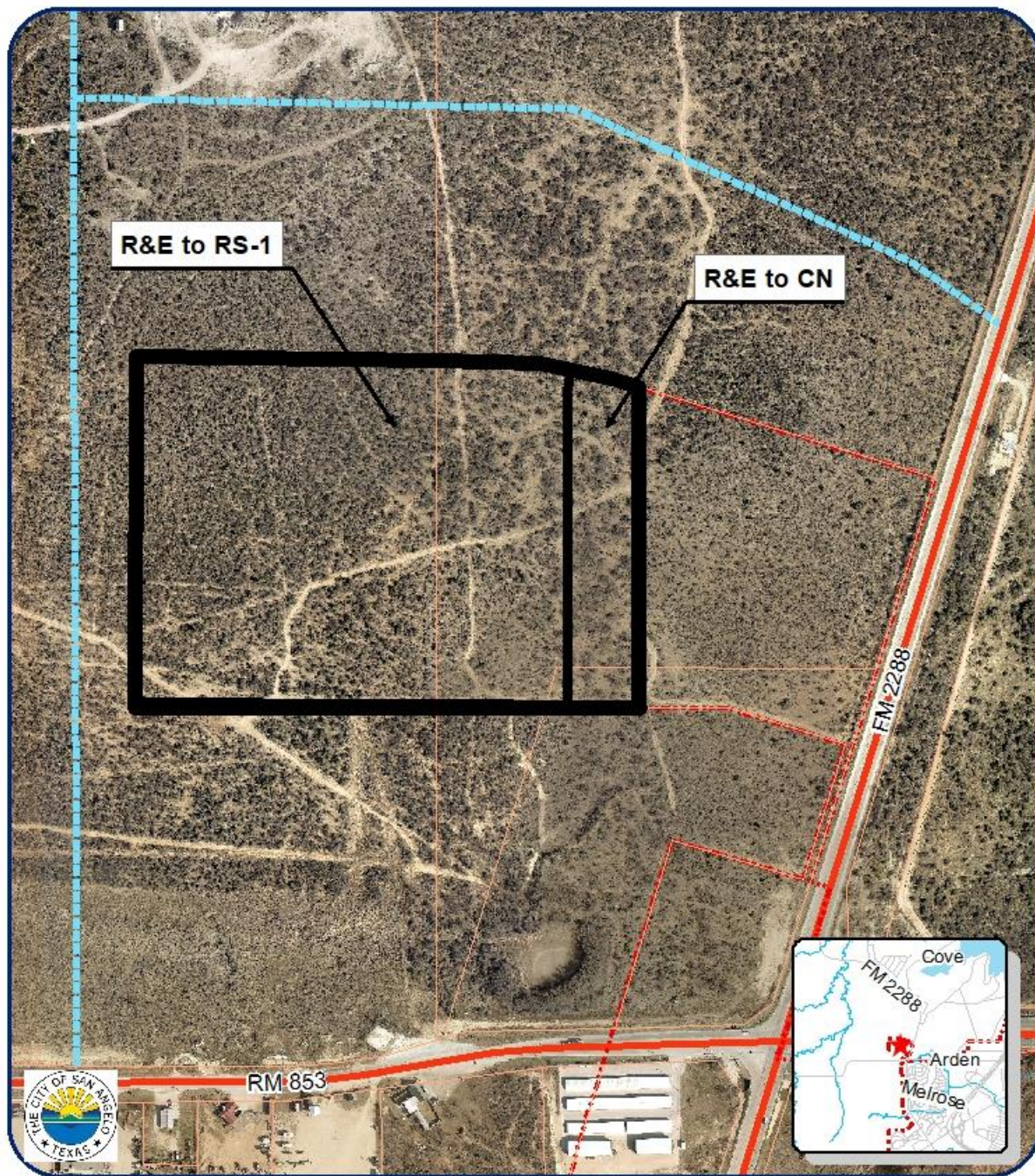
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Staff believes there is a need for both additional residential and small-scale, neighborhood commercial zoning in this area. This remains a predominantly passive, residential neighborhood and these uses will maintain this character.
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.** As indicated, a new local street is planned that will run east-west and connect the properties to F.M. 2288.

Recommendation:

Staff recommends **APPROVAL** of a rezoning from the Ranch and Estate (R&E) to the Single-Family Residential (RS-1) and Neighborhood Commercial (CG) Zoning Districts; being 31.17 acres, located northwest of Arden Rd/F.M. 2288.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Response Letters
Photos
Proposed Zone Change Map
Application



Rezoning

Z22-16: NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller
Neighborhood: Bluffs
Scale: 1" approx. = 375 ft

NW of Arden Rd/FM 1288



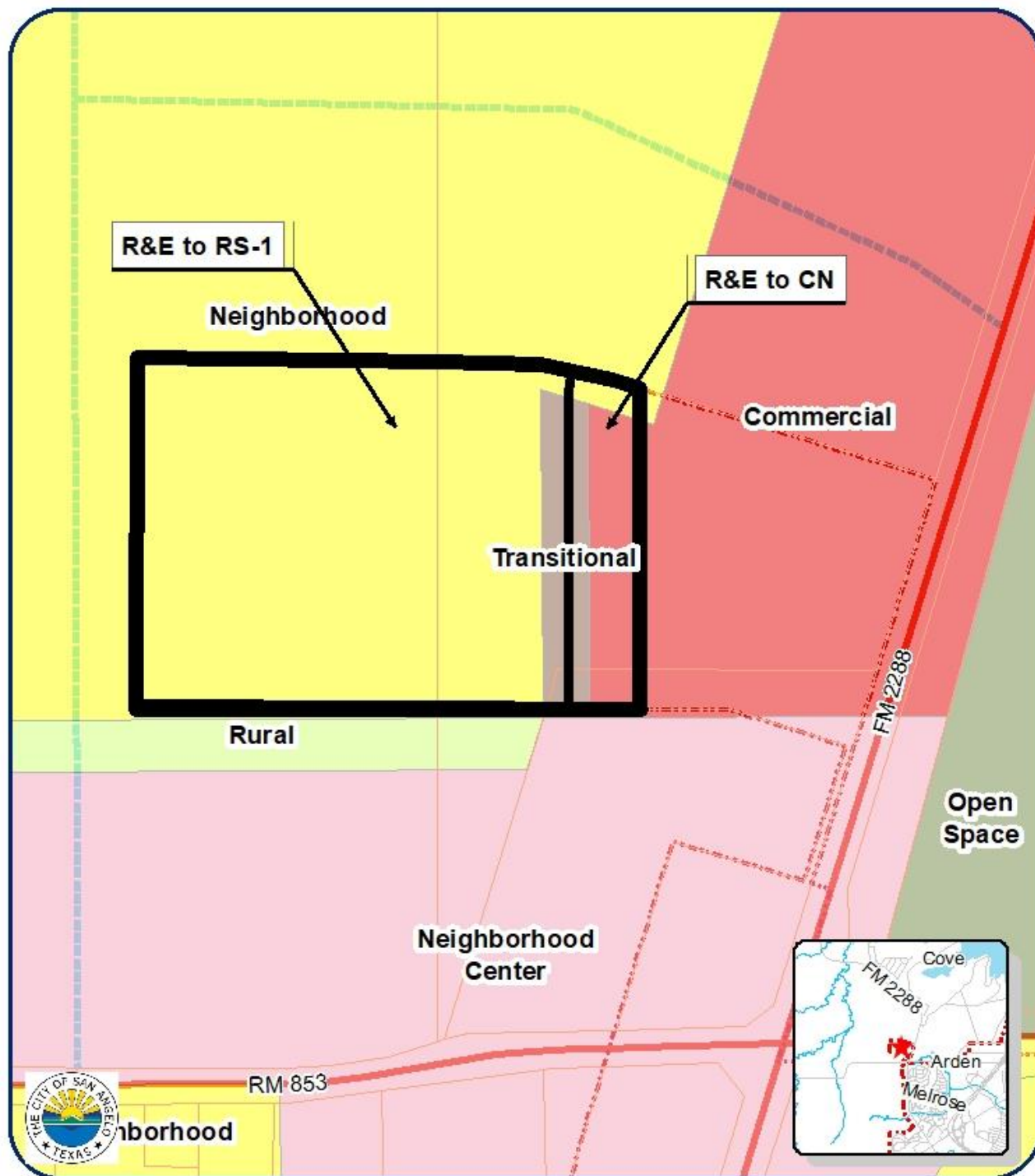
Legend

Subject Properties: 

Current Zoning: **R&E**

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

Vision: **Neighborhood,
Commercial &
Transitional**



Rezoning

Z22-16: NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

Neighborhood: Bluffs

Scale: 1" approx. = 375 ft

NW of Arden Rd/FM 1288



Legend

Subject Properties:

Current Zoning: **R&E**

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

Vision: **Neighborhood,
Commercial &
Transitional**

August 16, 2022

For the PLANNING COMMISSION

Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: JENSEN DAVID

Parcel I.D.: 1

Address: PO BOX 1669

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☒
Additional Comments:

I am opposed ☐Signature: 

For the PLANNING COMMISSION

Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PETRA FIRMA DEVELOPMENT GROUP INC

Parcel I.D.: 2

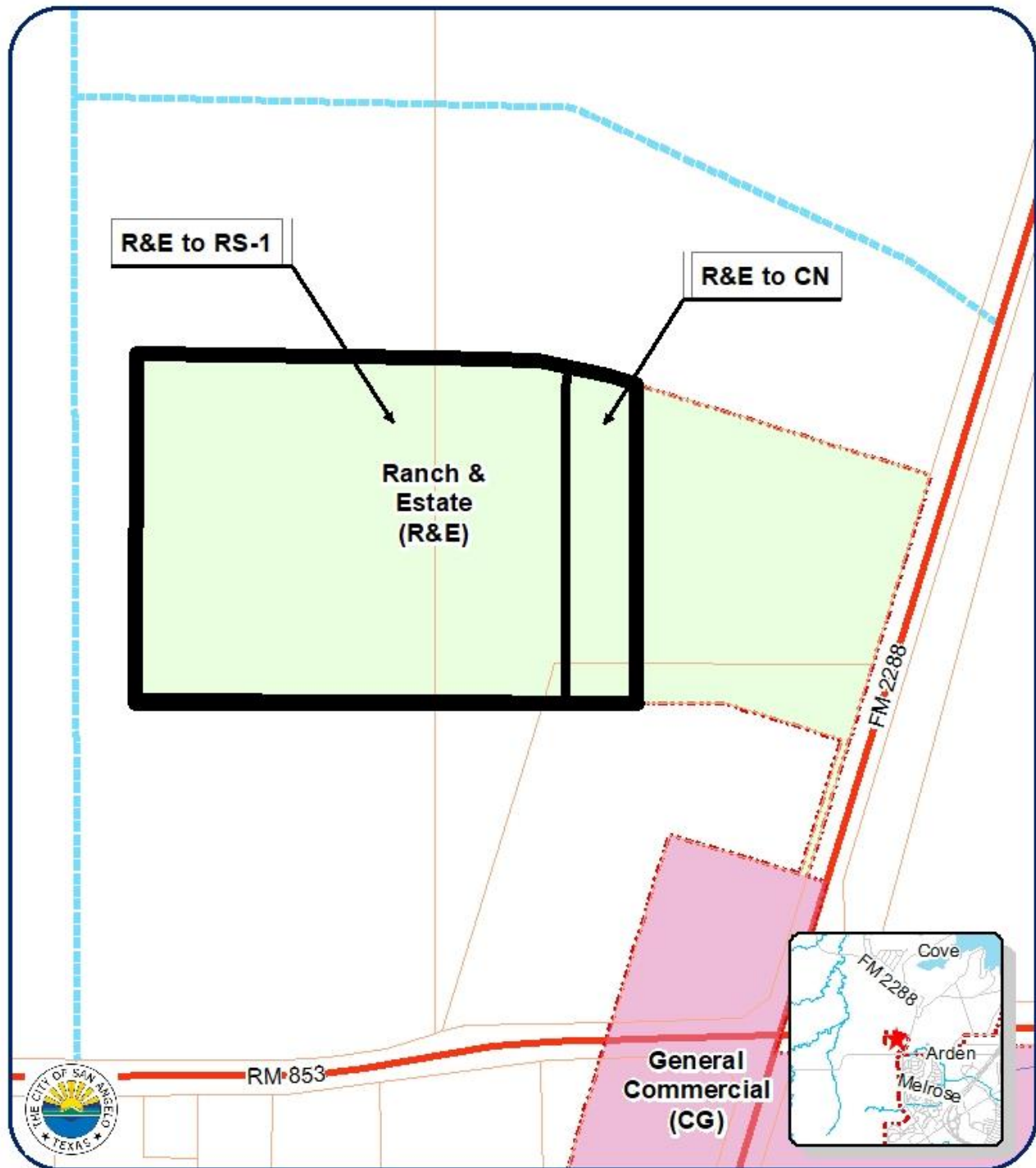
Address: PO BOX 1669

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☒
Additional Comments:

I am opposed ☐Signature: 



Rezoning

Z22-16: NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

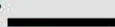
Neighborhood: Bluffs

Scale: 1" approx. = 375 ft

NW of Arden Rd/FM 1288



Legend

Subject Properties: 

Current Zoning: **R&E**

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

Vision: **Neighborhood,
Commercial &
Transitional**

Photos of Site and Surrounding Area

NORTHBOUND ON ARDEN RD.



SOUTHBOUND ON ARDEN RD.



WEST AT SUBJECT PROPERTY

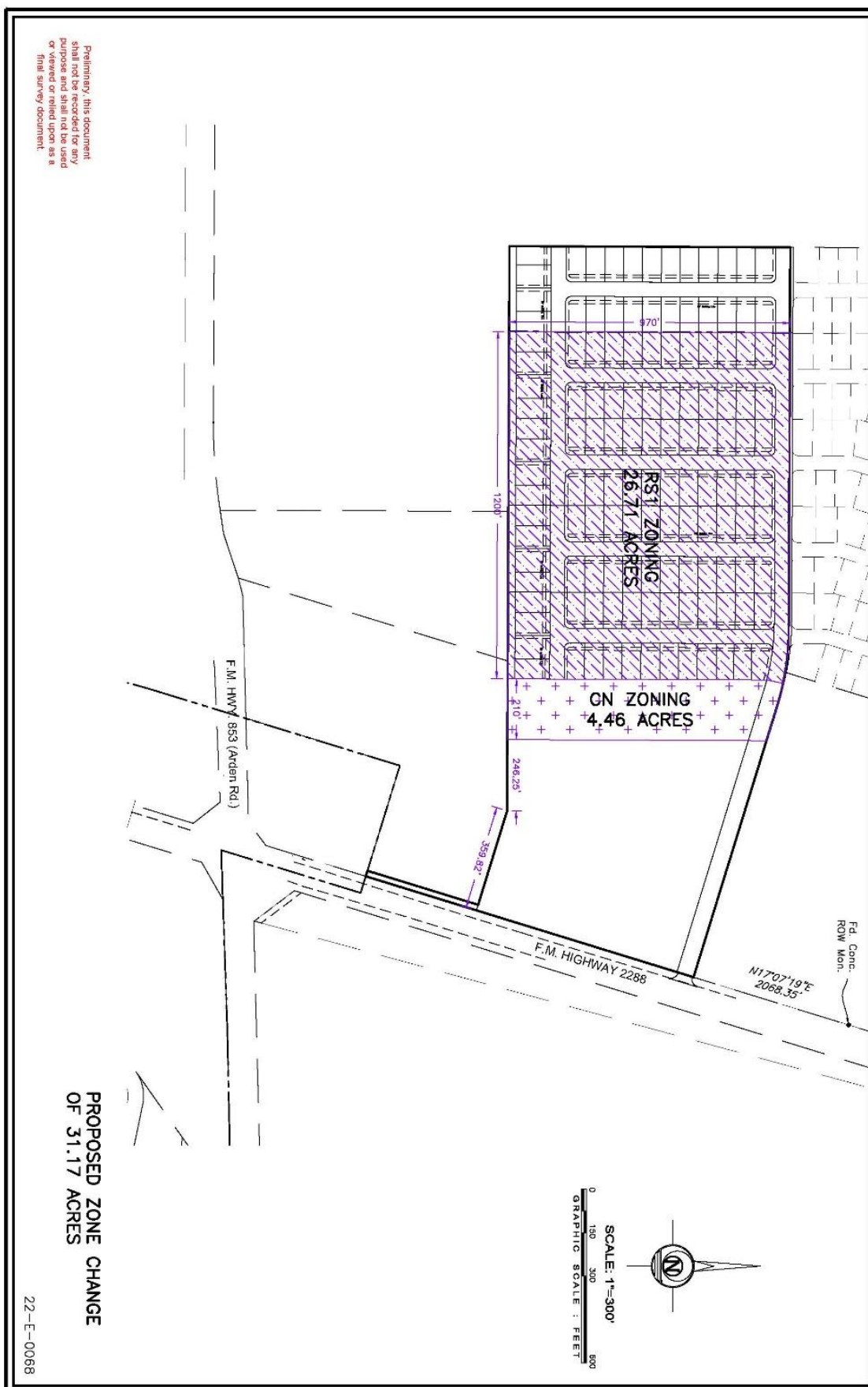


SOUTHEAST



SOUTHWEST





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): WEST TEXAS LAND GUYS SAN ANGELO, LLC

☒ Owner ☐ Representative (Notarized Affidavit Required)

8213 Alcove Lubbock Texa 79424
Mailing Address City State Zip Code
325-234-8471 emvr11@hotmail.com

Contact Phone Number Contact E-mail Address
FM 2288 San Angelo Texas 76903
Subject Property Address City State Zip Code

Abst: A-0101 S-0005, Survey: B S & F, and Abst: A-0024 S-0003, Survey: A B & M, 26.71 ACRES

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

Existing Zoning: R&E Proposed Zoning: RS1 Lot size: +50'x100'

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

Section 2: Site Specific Details

Existing Use of Property: Vacant

*Proposed Use of Property: Residential

*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.

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.

<u>ERIC van Rosensack</u>	<u>[Signature]</u>	<u>WEST TX LAND GUYS</u>	<u>6-17-2022</u>
Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
<u>Donald J. Jeff</u>	<u>Russell T. Gucy</u>	<u>SKG</u>	<u>6-17-2022</u>
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 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: **BEING 31.17 ACRES LOCATED NORTHWEST OF ARDEN ROAD AND F.M. 2288**; FROM THE RANCH AND ESTATE (R&E) ZONING DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) AND NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-16: Northwest of Arden Road and F.M. 2288

WHEREAS, on the 18th day of July, 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 (RS-1) and Neighborhood Commercial (CN) Zoning Districts; and,

WHEREAS, on the 16th day of August, 2022, City Council held a public hearing on Z22-16, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

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

The real properties located northwest of Arden Road and F.M. 2288:

- a) **To be rezoned RS-1: 26.71 acres in the A.B. & M. Survey No. 3, San Angelo, Tom Green County, Texas.**
- b) **To be rezoned CN: 4.46 acres in the B. S. & F. Survey No. 5, Abstract No. 101, 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 **16th day of August, 2022**, and finally PASSED, on this the **8th day of September, 2022**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

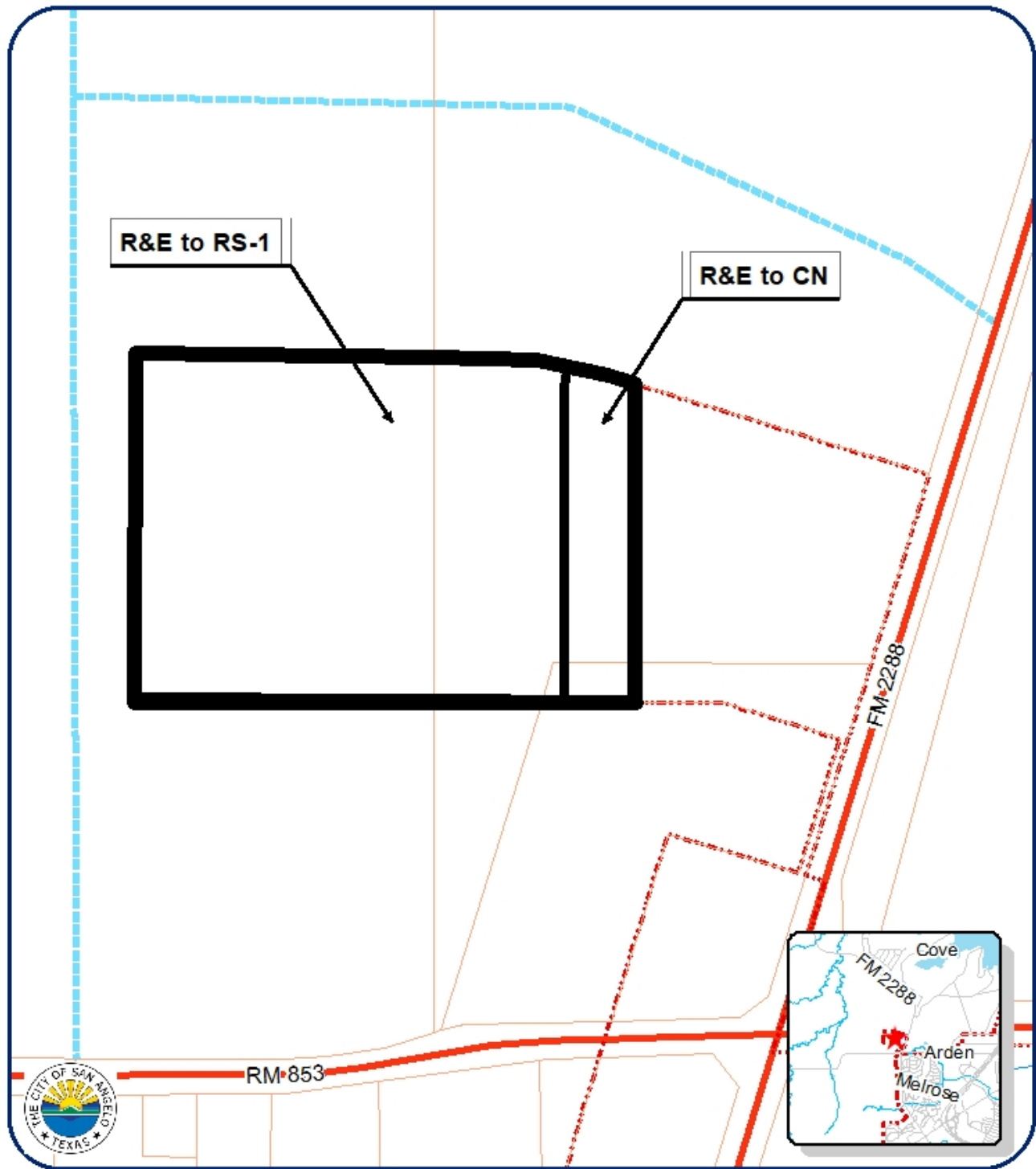
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

Z22-16: NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

Neighborhood: Bluffs

Scale: 1" approx. = 375 ft

NW of Arden Rd/FM 1288



Legend

Subject Properties:

Current Zoning: **R&E**

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

Vision: **Neighborhood,
Commercial &
Transitional**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brent Casey, Recreation Manager, Recreation, 325-657-4450

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Consider approving the purchase of software from CivicRec for online payments, event ticket sales, and web-based reservations of field, pavilion, park, pool, and facility rentals, sports leagues, and parties, in the amount of \$29,710, plus an annual recurring cost of \$17,272 (plus a 5% annual increase), and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Recreation Manager Brent Casey)

Staff Recommendation:

Approve

Summary/History:

Parks and Recreation would like to make all of our business available online to include reservations for parks, pavilions, fields (to include TBSC), courts, pool parties, pool admission, facilities, sports leagues, Nature Center parties, Nature Center memberships, Senior Services rentals, senior service memberships, special event ticket sales, summer camp registrations and payments, as well as possible Middle Concho and Spring Creek fees for day use and camping.

Funding Source(s):

Financial Impact:

The total investment for the first year of CivicRec would be \$29,710 to purchase the software and 16 hours of training for staff. Recreation has this in cost savings from this year. Annual recurring services for year two will be \$17,272 with an increase of 5% annually. This cost will be split three ways between the Recreation Division, the Parks Department and Water Utilities. Splitting between the three would mean \$5,757 each annually with an increase of 5% each year. Recreation will request an increase to the expense account for athletics. This cost and the number of teams in some of our leagues is increasing. For example, Youth Flag Football has gone from an average of 70 teams to 100 teams last year and 99 teams this year. We would eliminate the need for payment to TeamSidelines of \$2,149 annually, which will assist with the portion of the annual fee.

Other Information/Recommendation:

Recreation has received many requests to make programs and reservations online. Currently, we have TeamSidelines for registration for league schedules and tracking participants, and post schedules for leagues along with the rules. Purchasing CivicRec will eliminate the need for TeamSidelines and free part of the funds for the annual required payment of \$2,149.

Attachments:

1. CivicRec Quote

CivicRec Quote.pdf

Presentation:

Brent Casey

Approvals/Reviews:

Brent Casey

Carl White

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-27979-1

Date:

8/9/2022 8:41 AM

Expires On:

11/7/2022

Product:

CivicRec

Client:

San Angelo TX - CivicRec

Bill To:

San Angelo TX - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Clancy Shannon	x	cshannon@civicplus.com		Net 30

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time	USD 3,885.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 3,000.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 750.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable	USD 9,950.00
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte		USD 0.00
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable	USD 1,500.00
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 3,000.00
1.00	CivicRec Lighting Integration	CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.	One-time	USD 2,625.00
1.00	Document Management	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	Renewable	USD 5,000.00
Total Investment - Year 1			USD 29,710.00	
Annual Recurring Services - Year 2			USD 17,272.50	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 500,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For

card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

9. Client is solely responsible for the updating and accuracy of their public-facing privacy policy.

10. Client acknowledges that any forms to be used in Document Management must be created in Document Management, and such forms cannot be unencrypted or exported to un-encrypted modules.

11. Client shall complete a Privacy Impact Statement (PIA), which shall detail Client's privacy practices and policies surrounding the use of, and any data stored within or collected by Document Management. Client further warrants appropriate employees have been adequately trained on the use and deployment of Document Management.

12. Client and CivicPlus each jointly acknowledge that for the duration of this SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the Security Controls, including safe custody, transport and storage of data and Client shall serve as the "Data Owner", and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context, and use. Notwithstanding the foregoing, Client acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by Client. Client has sole responsibility for maintaining the security of such log-in credentials and assigning and defining roles and permission to each individual end-user.

13. Client acknowledges that due to the nature of the encryption employed in Document Management, CivicPlus staff are unable to access any data submitted or stored within Document Management.

14. Client understands and agrees that Document Management is not intended to collect or store any credit card information, or related identifiable or financial information and that Client shall not collect or store any such information in Document Management. For the sake of clarity, Document Management is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events, 3256539577

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Consider approving:

1. an agreement with Basic IDIQ (Buyboard Contract #581-19) in the amount of \$558,016.55 utilizing Civic Events fund balance for McNease Convention Center improvements and authorizing the City Manager to negotiate and execute all related documents; and,
2. allocating an additional \$140,000 from Civic Event's fund balance for window tinting and landscaping at the McNease Convention Center (Presentation made by Civic Events Manager Sidney Walker)

Staff Recommendation:

Approve

Summary/History:

1. Civic Events has been working with Purchasing through Basic IDIQ to assist with the McNease Convention Center improvements.

Those improvements include replacement of the sewer line, tiling of the main ballroom, carpeting the main hall/foyer, and vinyl wall covering in the main ballroom and faded areas near the entrances. The estimated cost is \$558,016.55. The Civic Events Advisory Board met on September 1, 2022 and made a recommendation to City Council to approve the funding of the Convention Center improvements through Basic IDIQ.

2. Civic Events has been working with the Parks Division on assisting with the landscaping needs to the McNease Convention Center including reworking the irrigation and tree planting. The estimated cost for these improvements is \$140,000.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Civic Events	410-6603-800.07-30		\$110,000
Civic Events	410-6603-800.07-20		\$588,017

Financial Impact:

Our plan is to exhaust the Civic Events - Restricted for Facility Use Fees (360,634) and the remaining funds will come from our Civic Events Fund Balance (337,383).

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | Basic IDIQ Inc - 581-19 | Basic IDIQ Inc - 581-19.pdf |
| 2. | McNease Convention Center Revised Proposal 8-29 | McNease Convention Center Revised Proposal 8-29.pdf |
| 3. | City Council - Civic Events - CC Improvements | City Council - Civic Events - CC Improvements.pptx |
| 4. | Budget Amendment - Memo | Budget Amendment - Memo 410.pdf |

Presentation:

Sidney Walker

Approvals/Reviews:

Sidney Walker	Created/Initiated
Carl White	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Julia Antilley	Final Approval



Vendor Contract Information Summary

Vendor Name	Basic IDIQ, Inc.(RS Means)
Contact	Jeff Thigpen
Phone Number	512-966-5686
Email	jthigpen@basicidiq.com
Website	www.basicidiq.com
Federal ID	14-2001530
Accepts RFQs	Yes
Address Line 1	10713 RR 620 North, Suite F622
Vendor City	Austin
Vendor Zip	78726-1781
Vendor State	TX
Vendor Country	USA
Delivery Days	30
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	No
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	No
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	No
Is MWBE	No
Regions Served	All Texas Regions
States Served	Arkansas, Louisiana, New Mexico, Oklahoma, Texas
Contract Name	Job Order Contracting (RSMeans)
Contract #	581-19
Effective Date	04/01/2019
Expiration Date	03/31/2024
Quote Reference Number	581-19
Additional Dealers	Basic IDIQ locations in: Fort Worth, TX; Houston, TX; Lubbock, TX; San Angelo, TX; El Paso, TX; Little Rock, AR; Tulsa, OK; Albuquerque, NM;



Vendor Contract Information Summary



August 29, 2022

City of San Angelo
McNease Convention Center
501 Rio Concho Drive
San Angelo, TX 76903

Attention: Sidney Walker

Reference: McNease Convention Center Renovations Revised

Subject: Price Proposal

Dear Mr. Walker,

Basic IDIQ Inc. is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to hearing from you in the near future. Please contact me directly at any time if any clarifications or if further information is needed. Basic IDIQ Inc. is prepared to start work 21 days from the notice to proceed.

Please find the attached Scope of work, RS Means Cost Breakdown, and cost summary.

Purchasing cooperative for this project is BuyBoard.

Respectfully,

Terrel Harris
West Texas Area Manager
Basic IDIQ Inc.
325-213-6813
THarris@BasicIDIQ.com

Attachments:

- A. Scope of Work
- B. Cost Breakdown
- C. Cost Summary



SCOPE OF WORK
City of San Angelo
McNease Convention Center Renovations
BuyBoard
August 29, 2022

GENERAL:

This project provides for the of the McNease Convention Center. Work includes select demolition of plumbing, flooring, plumbing repairs, installation of new flooring, new wall coverings. This project will be phased as required to accommodate the business and traffic of the facility.

1.0 SCOPE OF WORK:

In accordance with this scope of work all labor, materials, supervision, equipment, insurances, taxes, overhead, and all other things or services necessary to install components and systems to provide for the renovation of the affected areas as indicated herein.

1.1 McNease Convention Center

1.1.1 Demolition:

Work includes but is not limited to the following:

- 1) Provide Project manager and Superintendent for entirety of the project.
- 2) Provide dumpster for construction debris.
- 3) Provide dust barriers and coverings in areas of construction.
- 4) Remove existing cove base and flooring in entry lobby, corridors, north meeting room, and ballroom.
- 5) Remove remaining flooring adhesive.
- 6) Run plumbing camera to locate existing sewer line.
- 7) Saw cut concrete over existing sewer line, in ballroom, up to 6", if concrete is more than 6" additional cost will incur.
- 8) Remove concrete by hand and with jackhammer, haul spoils out of building by hand and wheel borrow, dispose of properly.
- 9) Remove existing base material to expose damaged sewer line.
- 10) Remove damaged sewer line and fittings, dispose of properly.
- 11) Remove existing wall coverings in entry hall, corridors, and ball room.
- 12) Haul all debris to dump

1.1.2 Flooring:

Work includes but is not limited to the following:

- 1) Clean and prep areas for new flooring.
- 2) Use self-levelling cement and crack seal, where required to level subfloor.
- 3) Scrub and mop areas receiving new floor to ensure proper adhesion.
- 4) Install flooring sealer.
- 5) Install new flooring in entry lobby, corridors, north meeting room, and ballroom.
- 6) Install flooring transitions where required.
- 7) Install new 4" cove base in areas with new flooring

1.1.3 Plumbing:

Work includes but is not limited to the following:

- 1) Install new PVC sewer line
- 2) Backfill excavation with base material.
- 3) Install dowels into existing concrete
- 4) Install new concrete over sewer line, haul concrete with wheel buggy from outside.
- 5) Trowel finish new concrete.

1.1.5 Interior Finishes:

Work includes but is not limited to the following:

- 1) Provide scissor lifts and scaffolding where required for wall coverings and window tinting.
- 2) Tape and float all drywall where necessary for level 4 finish to install wall coverings.
- 3) Repair any blemishes in drywall.
- 4) Sand and prep all walls receiving wall coverings.
- 5) Install new wall coverings in entry hall, corridors, and ball room.

2.0 DRAWINGS AND SPECIFICATIONS:

None.

2.1 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Type	Description	Type	Description
A	Shop Drawings	F	Notification of Sample Availability
B	Manufacturer's Catalog Cuts/Data	G	Application Instructions
C	Certificate/Certification	H	Operations & Maintenance (O&M) Manuals
D	Performance Test Reports	I	Color Samples
E	Sample of Testing	J	Red Line Drawings

3.2 PROJECT SUBMITTAL REQUIREMENTS:

Required Submittal	Quantity	Due Date	Type
Flooring	1		I
Wall Coverings	1		B

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (1) working day notice for proper outage coordination.
- 4.2 Normal working hours for this project is 7:30am to 6:30pm. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose

- 4.8** Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No “hold points” are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.9** Owner property will be properly protected from damage by construction activities.
- 4.1.2** Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ.

5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Asbestos or Lead abatement
- 2) Any work outside of this scope
- 3) Cracks in concrete larger than 3/8”
- 4) Concrete repairs larger than 2 square feet
- 5) Drywall repairs larger than 2 square feet
- 6) New electrical wiring or circuits
- 7) Excavation in rock
- 8) Flooring in areas outside of this scope
- 9) Irrigation
- 10) Lighting
- 11) Window tent
- 12) CCTV equipment
- 13) Painting

CostWorks 2022 - COSA McNease Conv Center Reno

Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P	Note
22	01311 320 0160	Field personnel, general purpose laborer, average	Week	0.00	41,239.00	0.00	41,239.00	66,341.00	Labor for Project
4	01311 320 0200	Field personnel, project manager, average	Week	0.00	10,432.00	0.00	10,432.00	16,626.00	project manager for project
8	01311 320 0260	Field personnel, superintendent, average	Week	0.00	19,234.00	0.00	19,234.00	30,970.00	Superintent for onsite managment
2	01543 310 2650	Rent saw concrete self-propelled gas 30 HP	Week+	0.00	0.00	1,855.04	1,855.04	2,040.54	Saw for cutting concrete
6	01543 340 0030	Rent aerial lift, scissor type, to 30' high, 1200 lb. capacity, electric	Week+	0.00	0.00	5,971.34	5,971.34	6,568.48	scissor lift for lights and wall coverings
600	01561 610 0110	Dust barrier, temporary, polyethylene sheet, 6 mil	Sq.	5,054.40	6,112.50	0.00	11,166.90	15,305.61	Plastic for dust barrier and protecting existing finishes
20	01931 309 0750	Floor maintenance, composition, resilient or wood flooring, damp mop, obstructed	M.S.F.	211.68	477.59	0.00	689.27	979.88	final sweep of new floors
19	01931 309 0810	Floor maintenance, composition, resilient or wood flooring, machine scrub, obstructed	M.S.F.	201.10	600.82	0.00	801.91	1,178.64	flooring cleaning to prep for new flooring
205	02411 338 2800	Selective demolition, water & sewer piping & fittings, cast Iron Pipe, 5"-6", diameter, excludes excavation	L.F.	0.00	2,456.00	0.00	2,456.00	3,792.60	Removing existing sewer pipe
10	02411 338 3100	Selective demolition, water & sewer piping & fittings, cast iron fittings, 5"-6", diameter, excludes excavation	Ea.	0.00	798.70	0.00	798.70	1,238.80	Removing existing sewer line fittings
5	02411 919 0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	5,425.00	0.00	0.00	5,425.00	5,967.50	Dumpter for debris
22	02411 919 2080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost	C.Y.	0.00	692.10	0.00	692.10	1,093.73	Hauling debris from demo out of building

8	02411 920 0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	Ton	771.84	0.00	0.00	771.84	849.02	Dump fee for disposal of construction debris
400	03013 071 2010	Concrete crack repair, non-structural by gravity-fed epoxy resin (ACI RAP-2), suitable for individual cracks in stable horizontal surfaces only, clean/grind surface free of contaminants	L.F.	0.00	410.76	0.00	410.76	645.48	Prepare concrete for new flooring
14500	03013 072 1130	Spall repairs by low-pressure spraying (ACI RAP-3), blow off dust/debris with oil-free dry compressed air	S.F.	0.00	472.70	0.00	472.70	472.70	prepare floor for new flooring
4300	03013 072 1180	Spall repairs by low-pressure spraying (ACI RAP-3), cure with sprayed membrane curing compound	S.F.	743.04	560.72	0.00	1,303.76	1,644.41	prepare floor for new concrete
16	03050 510 0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	C.Y.	0.00	3,901.76	773.76	4,675.52	7,034.14	Demo concrete for sewer line repairs
124	03211 160 2400	Reinforcing steel, in place, dowels, deformed, 2' long, #3, A615, grade 60	Ea.	108.92	209.68	0.00	318.61	446.26	dowels for new concrete
12	03305 340 4650	Structural concrete, in place, slab on grade (3500 psi), 4" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing	C.Y.	2,471.04	1,164.12	6.40	3,641.56	4,545.63	Concrete to cover new sewer line
12	03311 370 4300	Structural concrete, placing, slab on grade, direct chute, up to 6" thick, includes leveling (strike off) & consolidation, excludes material	C.Y.	0.00	274.82	7.14	281.96	447.41	loading concrete to be placed by walking cart

12	03311 370 5700	Structural concrete, placing, by walking cart, 250' haul, excludes material, add to placing costs above	C.Y.	0.00	309.05	93.00	402.05	593.75	Hauling concrete to fill sewer line trench
308	03351 330 0200	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & consolidating	S.F.	0.00	361.84	0.00	361.84	570.17	hand trowel concrete
19	03354 310 0220	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 80-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	M.S.F.	766.08	16,723.80	4,664.88	22,154.76	32,341.91	removing existing flooring adhesive
3600	03541 650 2560	Cement underlayment, portland cement based, self-leveling, hand placed, 4100 psi, 1/2" thick	S.F.	18,040.32	3,227.40	1,116.00	22,383.72	26,100.83	self levelling flooring underlayment
300	03811 350 0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	51.84	341.76	275.28	668.88	895.97	saw cutting concrete
600	03811 350 0520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	L.F.	34.56	224.28	186.00	444.84	585.44	saw cutting concrete
124	03821 610 0300	Concrete impact drilling, for anchors, up to 4" D, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor	Ea.	5.36	1,180.85	0.00	1,186.21	1,885.76	drilling for concrete dowels
65	09017 010 0130	Gypsum wallboard, repairs, fill and sand, dents, 2" to 4" square	Ea.	3.74	1,128.37	0.00	1,132.11	1,811.20	Patching drywall for new wall coverings
4800	09017 010 0500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	276.48	1,251.84	0.00	1,528.32	2,307.07	Skim coat walls for new wall coverings

380	09017 010 0510	Gypsum wallboard, repairs, prepare, retape and refinish joints	L.F.	410.40	2,638.64	0.00	3,049.04	4,678.85	repair and prep walls for new wall coverings
2500	09019 094 0680	Surface preparation, interior, walls, sand, gypsum board and plaster, heavy	S.F.	0.00	937.25	0.00	937.25	1,507.75	Sanding walls, prep for new wall coverings
4828	09050 520 0400	Flooring demolition, carpet, bonded, includes surface scraping	S.F.	0.00	1,573.93	0.00	1,573.93	2,596.98	Removing existng carpet in north meeting room
7760	09050 520 0560	Carpet tile, permanent adhesive, removal	S.F.	0.00	2,782.74	0.00	2,782.74	4,553.57	Removing existng carpet
3800	09050 520 0850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	0.00	1,618.80	0.00	1,618.80	2,671.02	removing existing cove base
18700	09050 520 0900	Flooring demolition, vinyl composition tile, 12" x 12"	S.F.	0.00	12,497.21	0.00	12,497.21	20,117.46	remvoing existing flooring
7300	09651 010 3600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	S.F.	6,832.80	23,441.03	0.00	30,273.83	44,224.50	Concrete seal/Moistier barrier
3800	09651 313 1100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	13,785.64	6,194.00	0.00	19,979.64	24,907.37	New Rubber cove base
106	09651 610 8700	Resilient flooring, adhesive cement, 1 gallon per 200 - 300 S.F.	Gal.	3,205.44	0.00	0.00	3,205.44	3,525.98	Adhesive for new flooring
14250	09651 923 7600	Flooring, vinyl tile, premium colors/patterns, 12" x 12"x 1/8"	S.F.	136,458.00	14,633.33	0.00	151,091.33	172,982.89	New LVT flooring
136	09680 511 0117	Flooring transition strip, floor trim brass 12'/each (@vinyl to hard surface)	Ea.	1,028.16	2,238.97	0.00	3,267.13	4,616.89	Flooring transition strips
840	09681 310 1100	Carpet tile, tufted nylon, 24 oz., 18" x 18" or 24" x 24"	S.Y.	42,336.00	5,380.96	0.00	47,716.96	54,784.80	New Carpet tiles
492	09681 610 0900	Carpet, commercial grades, direct cement, nylon, level loop, 32 oz., medium traffic	S.Y.	31,881.60	3,360.21	0.00	35,241.81	40,282.50	New Carpet north meeting room
6175	09721 910 0050	Textile wall coverings, blend, incl. sizing	S.F.	28,810.08	2,717.62	0.00	31,527.70	35,878.23	New Wall Coverings
6175	09722 310 5990	Wall coverings, wallpaper removal, 1 layer	S.F.	266.76	2,113.70	0.00	2,380.46	3,685.43	Removing existing wall coverings
200	22111 374 1940	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	4,262.40	4,521.20	0.00	8,783.60	11,708.96	New sewer pipe

6	22111 376 2840	Elbow, 90 Deg., plastic, PVC, white, socket joint, 4", schedule 40	Ea.	233.28	357.78	0.00	591.06	804.49	new sewer line fittings
8	22111 376 3060	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	Ea.	391.68	477.04	0.00	868.72	1,158.51	New sewer line fittings
4	22111 376 3260	Tee, plastic, PVC, white, socket joint, 4", schedule 40	Ea.	221.76	356.00	0.00	577.76	796.80	new sewer line fittings
16	31232 313 0015	Backfill, light soil, by hand, no compaction	L.C.Y.	0.00	638.96	0.00	638.96	1,030.16	backfill around new sewer pipe
16	31232 323 8100	Compaction, 4 passes, 6" to 11", 4" lifts, rammer tamper	E.C.Y.	0.00	138.22	22.02	160.25	242.75	compacting backfill around new sewer line
2	33013 011 9060	Pipe, internal cleaning and inspection, television camera with video, up to 500 linear feet	Total	0.00	0.00	0.00	1,649.20	1,897.20	Plumbing camera for locating and inspecting sewer line
		Totals		\$304,289.40	\$202,404.04	\$14,970.87	\$523,313.51	\$673,933.03	



City Of San Angelo
McNease Convention Center Renovations
Cost Summary
Revised

Means Based Pricing	\$673,933.03
---------------------	--------------

Bid Coefficient (Means Based Pricing Only)	0.8000	\$ (134,786.61)
BuyBoard 581-19	Subtotal	<u>\$ 539,146.42</u>

Non Pre-Priced Items:

\$	-
\$	-
\$	-
\$	-
\$	-

Subtotal - Non Pre-priced

Subtotal	\$ 539,146.42
----------	---------------

Subtotal	<u>\$ 539,146.42</u>
----------	----------------------

Payment and Performance Bonds	\$ 18,870.12
-------------------------------	--------------

Final Total	<u>\$ 558,016.55</u>
--------------------	-----------------------------



City Council

Sept 8, 2022

McNease Convention Center

Nov. – Jan.

\$558,016.55

- Sewer Line replacement
- Carpet/Tile replacement
- Wall vinyl replacement

\$140,000

- Window Tinting
- Irrigation Needs
- Tree planting/ Landscaping

Funding Sources

- Civic Events Fund 410 \$1,068,873
- Restricted for Facility Use Fees \$360,634

Fund Balances as of July 31, 2022

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[YouTube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo)



info@cosatx.us



Memo

To: Tina Dierschke, Finance Director
From: Sidney Walker, Civic Events Manager
Date: 09/08/2022
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Funding for improvements that include sewer line, tiling of the main ballroom, new carpet in the main hall/foyer, vinyl wall in the main ballroom and faded areas near the entrances, and landscaping.

Source of Funding:

Facility Use Fees (360,634) and the remaining funds will come from our Civic Events Fund Balance (337,383).

Funding previously approved? If so, by City Manager or City Council and when?

No.

Project/Budget to be amended	Revenue	Expense
McNease Convention Center Improvements		698,017

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Consider a resolution supporting the private fundraising efforts to construct a restroom facility at Meadowcreek Park (Presentation made by Parks and Recreation Director Carl White)

Staff Recommendation:

Adopt

Summary/History:

We received a request to consider the development of restrooms at Meadowcreek Park. This request was considered at the June 23 and July 28, 2022, meetings of the Parks and Recreation Advisory Board. After much discussion, the Board recommended the City Council consider supporting the fundraising for this project estimated at \$250,000, as well as raise additional funds for ongoing maintenance repairs in the amount of \$25,000.

Meadowcreek Park is a 5.5 acre neighborhood park in the Southland residential area. The park was developed in 1979 and renovated in 2011. There is a playground area, small shaded picnic area, tennis and pickle ball courts, a 0.3 mile walking trail, a back stop, and some open areas. There is a large electrical easement that bifurcates the park. Meadowcreek Park is the only City park in the entire Southland area. It is a popular park with many activities, including sports practices.

Funding Source(s):

Financial Impact:

If the resolution is adopted and all of the required funds raised, the maintenance cost of the restrooms at Meadowcreek Park is estimated at \$12,000 annually.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | Restroom resolution Meadowcreek Park | Restroom resolution Meadowcreek Park.pptx |
| 2. | DRAFT - Resolution-Restrooms at Meadowcreek Park | DRAFT - Resolution-Restrooms at Meadowcreek Park.docx |

Presentation:

Carl White

Approvals/Reviews:

Carl White

Theresa James

Tina Dierschke

Julia Antilley

Created/Initiated

Approved

Approved

Final Approval



City Council

September 8, 2022

Meadowcreek Park and Restrooms

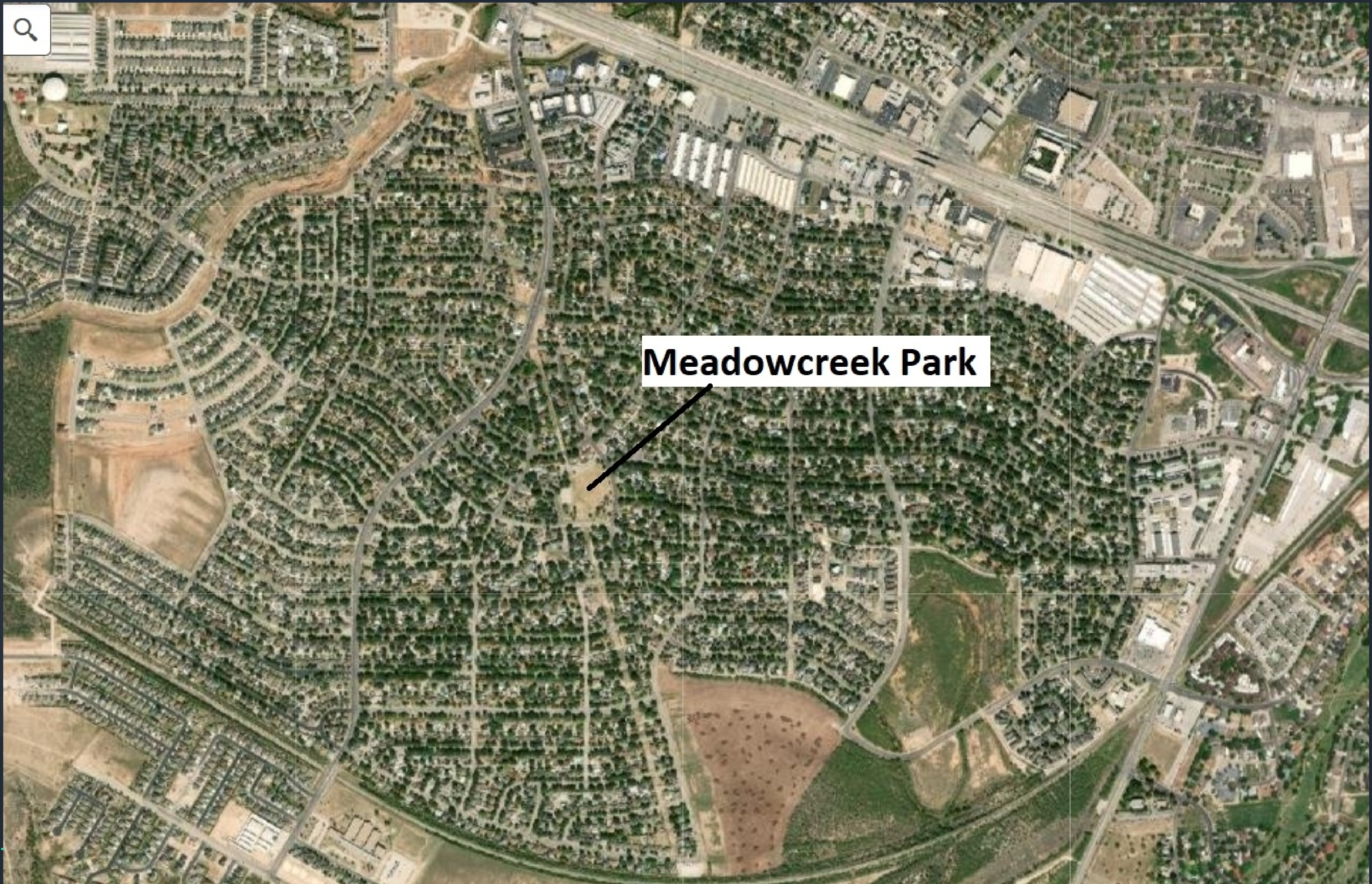
Meadowcreek Park is a 5.5 acres neighborhood park in the Southland residential area.

The park was developed in 1979 and renovated in 2011.

There is a playground area, small shaded picnic area, tennis and pickle ball courts, a 0.3 mile walking trail, a back stop, and some open area.

There is a large electrical easement that bifurcates the park.

We received a request to consider the development of restrooms at the park.



**Only City park in
the entire area**

**Popular park
with many
activities
including sports
practices**

**No public
restrooms in the
entire area**

www.cosatx.us



Location of water mains and gravity sewer lines



Proposed location for restrooms



**Proposed
type of
restrooms**

**Project cost
Estimated @
\$250,000**

**Annual
maintenance
estimated
@ \$12,000/yr.**

www.cosatx.us



A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL SUPPORTING THE PRIVATE FUNDRAISING EFFORTS TO CONSTRUCT A RESTROOM FACILITY AT MEADOWCREEK PARK

WHEREAS, there are no restroom facilities located at Meadowcreek Park (“the Park”); and

WHEREAS, citizens of San Angelo have requested that restroom facilities be constructed at the Park; and

WHEREAS, in order to fund the restroom facilities, the community will be submitting grant applications and seeking donations totaling \$250,000 for the design work, site work including installation of utilities, and construction costs of the facilities; and

WHEREAS, in order to ensure the ongoing maintenance needs of the restrooms, an additional \$25,000 will be raised by the community to be placed in a fund dedicated for restroom repairs and maintenance.

WHEREAS, should the project be funded and constructed the City of San Angelo would be responsible for the costs of operation and maintenance of the facilities which is estimated to be \$12,000 per year.

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

Part 1: That the City of San Angelo supports the community’s fundraising efforts for \$275,000 for design work, site work, construction and repairs and maintenance of bathroom facilities in Meadowcreek Park; and

Part 2: That if the project is funded and construction is completed, the City of San Angelo agrees to fund the operation and maintenance of the facilities.

PASSED and APPROVED THIS _____, 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: Julia Antilley, City Clerk, Parks and Recreation, 325-657-4405

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Consider approving a Maintenance, Operations, and Vandalism of Community Funded Restroom Facilities Policy (Presentation made by Parks and Recreation Director Carl White)

Staff Recommendation:

Adopt

Summary/History:

Staff has been directed to draft a "guiding document to manage and oversee all future restrooms built with community fundraising in any park."

Restrooms are typically added to larger parks such as community parks, sports parks and regional parks during their construction. They are not typically constructed for neighborhood parks. The thought is that if a neighborhood/public group desires restrooms be added at a locations, and raise the funds to construct the restrooms, the group should also hold some financial responsibility for repairing the restrooms to keep them operational so the City isn't saddled with the full financial responsibility. In addition, there should be some policies in place that address the operation and opening of such restrooms should there be vandalism.

Here are the key points of the draft policy:

The City Council must adopt a resolution that supports the community's fundraising efforts for the new restroom facility.

In order to have the funds needed to make repairs to the restrooms and their fixtures, community-raised funds for the construction of the restrooms shall not be accepted unless the funding amount also includes an additional 10% that must be placed in an account or fund dedicated to the repair and maintenance of that facility.

Once the full amount of the funds are raised, the City Council must approve the restrooms to be constructed through an agreement with a facilitating entity or through receipt of the full funds needed for the project, plus the additional 10%.

Should vandalism occur, the restrooms will be closed for a length of time to address and fix the vandalized item/area. Anticipated closure times are as follows:

- 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.

If fixtures or hardware are damaged on/at the restroom so as to be dangerous or unusable, repairs will be made as money is available and approved by City Council.

Repeat offenses will result in shortened opening times and longer periods of closure as follows:

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 to fix the issue.

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 as determined by the Director of Parks and Recreation.

Funding Source(s):

Financial Impact:

Adopting this policy would result in funds being generated for the repair of restrooms developed through community fund raising. Otherwise, adopting this policy has no fiscal impact.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------------|--|
| 1. | DRAFT POLICY - Restrooms in Parks | DRAFT POLICY - Restrooms in Parks.docx |
| 2. | Restroom policy ppt | Restroom policy ppt.pptx |

Presentation:

Carl White

Approvals/Reviews:

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

Community Fund-Raised Restroom facilities and vandalism
Policy regarding maintenance and operations
(Approved _____)

This policy will serve as a guiding document to manage and oversee all restrooms built in any park with community fundraising.

Any restrooms built with community fundraising shall be similar to others with concrete walls, steel doors and fixtures and approved by the Director of Parks and Recreation. The restroom must be as vandal deterrent as a public restroom can reasonably be.

The most common vandalism at restrooms includes: graffiti, clogged toilets, urinals and sinks, beating on fixtures with blunt objects, scratching on fixtures with sharp objects, and misuse. Occasionally, fires are set.

The restrooms shall have magnetic locks similar to our other restrooms. All locks will lock at 10 pm and open at 6 am. These timeframes may be adjusted on a case-by-case basis to address any unique needs of the facility.

Should vandalism occur the restrooms will be closed for a length of time to address and fix the vandalized item/area. Anticipated closure times are as follows:

- 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.

If fixtures or hardware are damaged on/at the restroom so as to be dangerous or unusable, repairs will be made as money is available and approved by City Council.

Repeat offenses will result in shortened opening times and longer periods of closure as follows:

- 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 to fix the issue.
- 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 as determined by the Director of Parks and Recreation.

In order to have the funds needed to make repairs to the restrooms and its fixtures, community raised funds for the construction of the restrooms shall not be accepted unless the funding amount also includes an additional 10% that must be placed in an account or fund dedicated to the repair and maintenance of that facility. (For example, if the cost of the restroom project is \$250,000, an additional \$25,000 must be raised prior to construction, for a total of \$275,000, for the project and repair and maintenance fund.)

The City Council must adopt a resolution that supports the community's fundraising efforts for the new restroom facility. Once the full amount of the funds are raised, the City Council must approve the restrooms to be constructed through an agreement with a facilitating entity or through receipt of the full funds needed for the project, plus the additional 10%.



City Council

September 8, 2022

Parks & Recreation Advisory Board

Consider a resolution adopting a policy regarding maintenance and operations of community fund-raised restroom facilities and vandalism.

Parks & Recreation Advisory Board

Staff directed to draft a “guiding document to manage and oversee all future restrooms built with community fundraising in any park.”

If the public, represented by any group, requests a restroom facility be added to a park location and are willing to raise the full funds to construct them, the group should hold some responsibility for repairing the restrooms to keep them operational.

In addition, some policies should be in place that address the operation and opening of such restrooms should there be vandalism.

Parks & Recreation Advisory Board

To move a request forward, the City Council must adopt a resolution that supports the community's fundraising efforts for the new restroom facilities.

In order to have the funds needed to make repairs to the restrooms and its fixtures, community raised funds for the construction of restrooms shall not be accepted unless the funding amount also includes an additional 10% that must be placed in an account or fund dedicated to the repair and maintenance of the facility.

Once the full amount of the funds are raised, the City Council must approve the restrooms to be constructed through an agreement with a facilitating entity or through receipt of the full funds needed for the project, plus the additional 10%.

Parks & Recreation Advisory Board

Should vandalism occur the restrooms will be closed for a length of time to address and fix the vandalized item/area. Anticipated closure times are as follows:

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- 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.

If fixtures or hardware are damaged on/at the restroom facility so as to be dangerous or unusable, repairs will be made as money is available and approved by City Council.

Parks & Recreation Advisory Board

Repeat offenses will result in shortened opening times and longer periods of closure as follows:

- 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 to fix the issue.
- 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 as determined by the Director of Parks and Recreation.

Parks & Recreation Advisory Board

In order to have the funds needed to make repairs to the restrooms and its fixtures, community raised funds for the construction of the restrooms shall not be accepted unless the funding amount also includes an additional 10% that must be placed in an account or fund dedicated to the repair and maintenance of that facility. (For example, if the cost of the restroom project is \$250,000, an additional \$25,000 must be raised prior to construction, for a total of \$275,000, for the project and repair and maintenance fund.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Consider approving the allocation of HUD HOME American Rescue Plan (ARP) funding in the amount of \$1,110,165 for proposed projects to reduce homelessness and increase housing stability and to amend the 2021 Annual Action Plan to reflect approved projects (Presentation made by Neighborhood & Family Services Director Bob Salas)

Staff Recommendation:

Approve

Summary/History:

HUD provided the City funding in the amount of \$1,110,165.00 from the HOME American Rescue Plan (ARP) which is earmarked to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability in San Angelo. These grant funds will be administered through the City's Home Investment Partnership Program (HOME) process. The Local Homeless Coalition, which the City is a member of, has established a goal of eliminating veteran homelessness. The concept was approved by the Texas Homeless Network (THN) which is the leading agency for homelessness for the Continuum of Care, Balance of State and HUD requires cities in the THN areas of authority to consult with THN staff before submitting ARP plans to HUD.

Staff issued a Request for Proposals for transitional housing and case management. We received two proposals, one from Disaster & Humanitarian Services (DHS) out of Houston and one from the Housing Authority of San Angelo (HASA). DHS only submitted a proposal for case management with no facilities identified and therefore does not meet our needs. HASA submitted a proposal for both transitional housing and case management which meets the City's needs. HASA proposes to renovate the property at 51 N. Koenigheim St. known as the Island Cottages, consisting of 14 units with at least 8 units dedicated to homeless veterans, and also providing case management for up to two years. Case management will continue through the Veterans Affairs Supportive Housing program for a long term solution.

Staff is recommending approval of the following proposed projects:

1. \$654,410.00 for transitional non-congregate housing and case management for homeless veterans
2. \$455,755.00 tenant-based rental assistance (TBRA) for families and individuals at risk of becoming homeless, includes admin costs

Once projects are approved, staff will amend the 2021 Annual Action Plan, submit for council approval, and forward to HUD.

Funding Source(s):

Financial Impact:

\$1,110,165.00 will be added to the 2021 HOME grant for approved projects.

Other Information/Recommendation:

Attachments:

1. 1-PROPOSAL -COSA-NFS-01-22 F
- 1-PROPOSAL -COSA-NFS-01-22 F.pdf

Presentation:

Bob Salas

Approvals/Reviews:

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

PROPOSAL TO:

THE CITY OF SAN ANGELO -NEIGHBORHOOD AND FAMILY SERVICE DEPARTMENT

BY:

THE HOUSING AUTHORITY OF SAN ANGELO

420 E. 28th St.

San Angelo Tx. 76903

(325) 481-2500

Contact: Becki Salandy

6/16/2022

IN RESPONSE TO:

RFP: NFS-01-22 HOMELESS VETERAN HOUSING & CASE MANAGEMENT

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SCOPE OF WORK-Construction project

In March of 2022, the Housing Authority of San Angelo (HASA) purchased Island Cottages, a 14-unit complex located at 51 N. Koenigheim, for the purposes of continuing our mission to provide decent, safe, affordable and sanitary housing to those in need in San Angelo. These units were built in 1959 and are in need of updates to the interior and exterior. Our goal in responding to this RFP is to remodel 8 of the existing units and utilize them in partnership with our HUD-VASH and Rapid Re-Housing programs to house homeless Veterans.

Galilee CDC will be the general contractor for the remodel work. Exterior work includes all new plumbing lines tied into the city, upgraded electrical main panels, accessibility ramps, patios, and fencing. Interior work will include new electrical, plumbing, sheetrock, windows, flooring, and light fixtures. All work will be done to code with permits and inspections from the City of San Angelo.

See Attached work write-up and Cost Estimate in the Fee Schedule for details of the remodel of 8 units.

SCOPE OF SERVICES FOR CASE MANAGEMENT OF HOMELESS VETERANS

The (HASA) continues efforts to end Veteran Homelessness through a collaborative partnership with Housing and Urban Development (HUD) and the U.S Department of Veteran Affairs (VA). This proposed project will continue that effort and provide suitable housing with case management to encourage Veteran success and self-sufficiency.

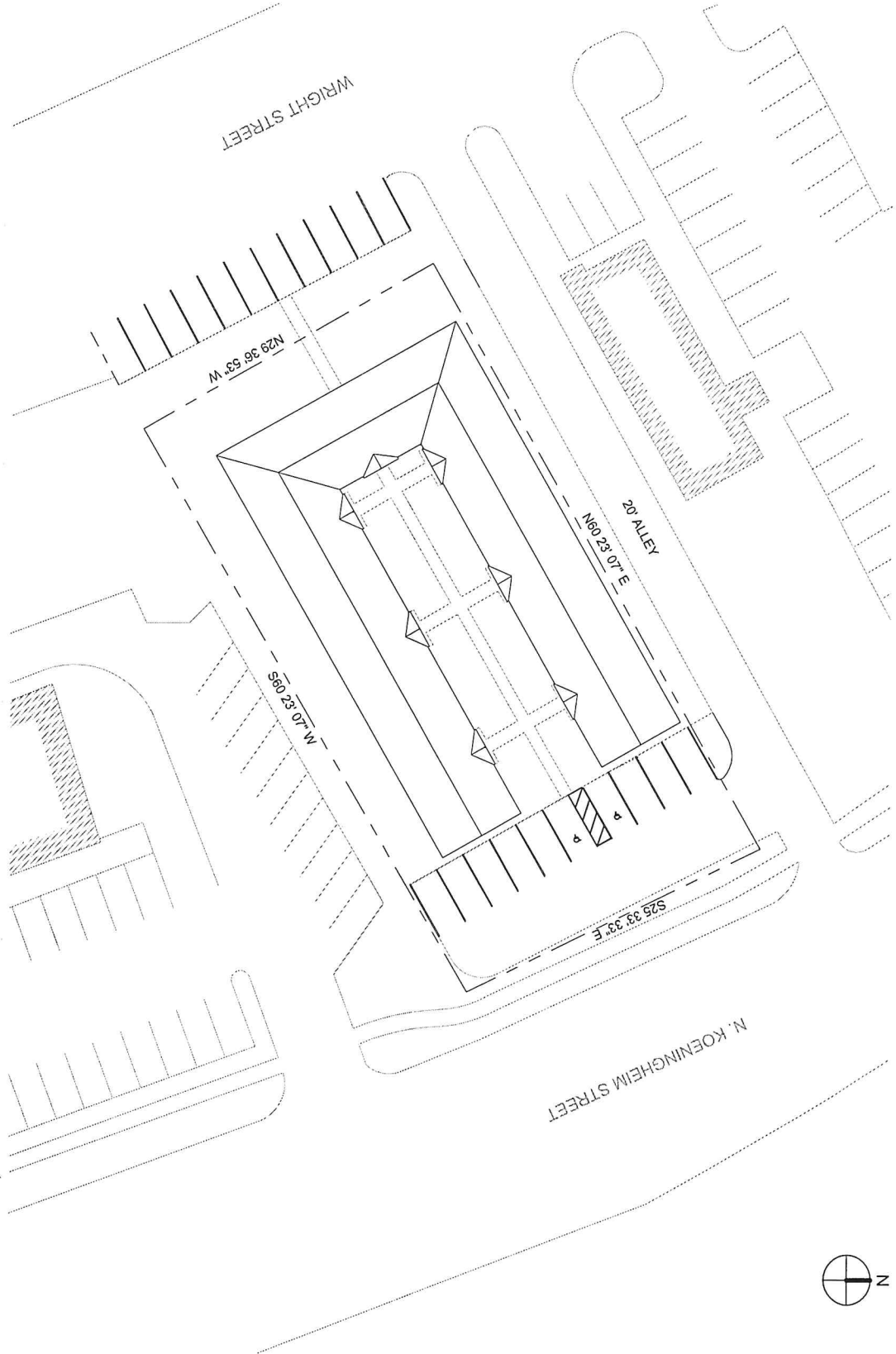
If awarded this contract, HASA will hire a Case Manager to provide case management through a professional and collaborative process. The HASA will grow our efforts to limit homelessness in San Angelo, specifically with the Veteran population, through a successful partnership with the VA.

1 SITE PLAN
SCALE: 1" = 30'-0"

TOTAL PROPOSED PARKING:
ACCESSIBLE: 21
STANDARD: 2
19

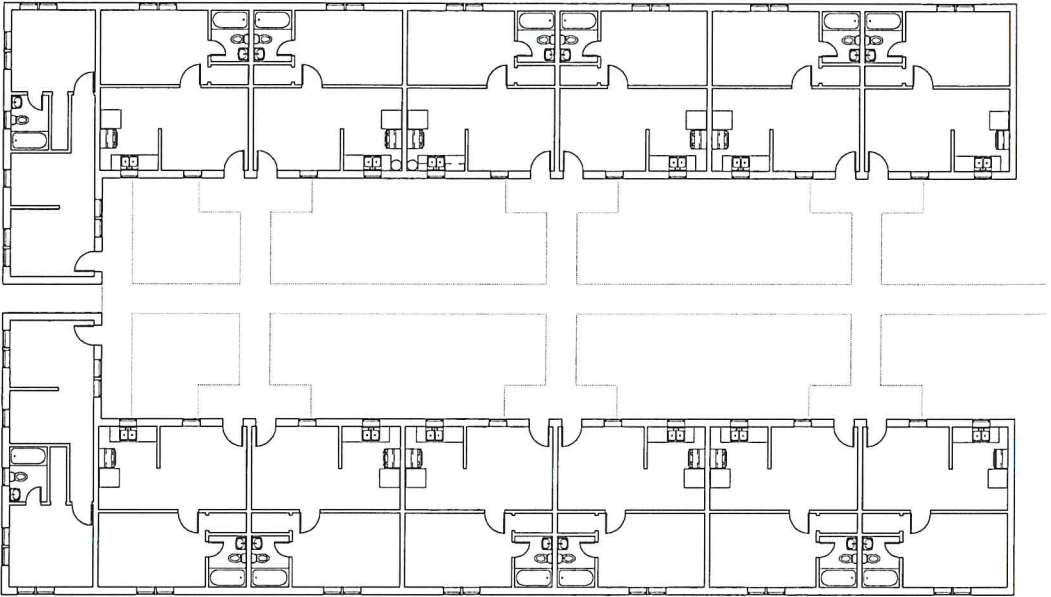
PROJECT: SAN ANGELO, ISLAND COTTAGES
DATE: 06/13/2022

ouorum
ARCHITECTURE • INTERIOR DESIGN
325 WYCKOFF BLVD. SUITE 100
FORT WORTH, TX 76104
817.738.8155

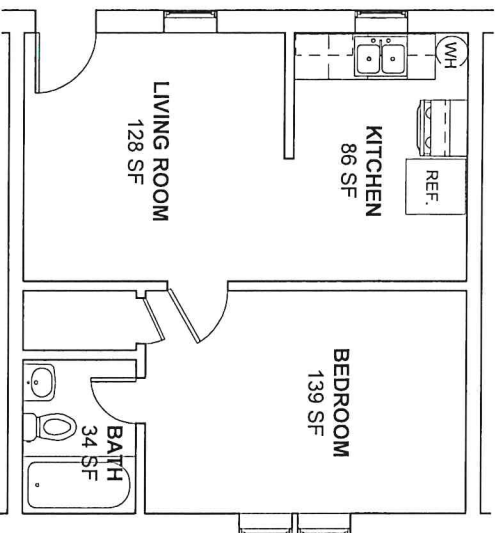




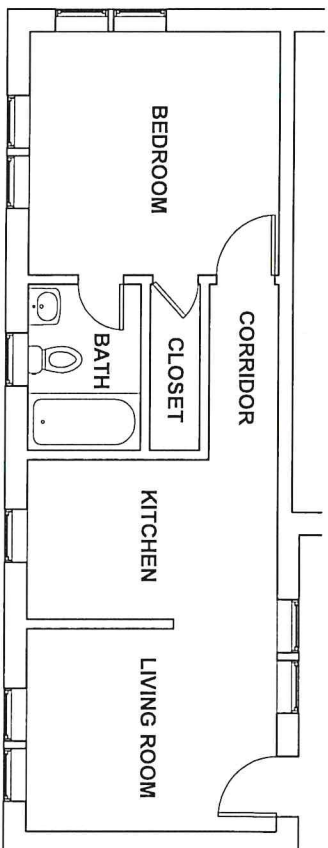
1 OVERALL FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"



2 TYPE 'A' UNIT FLOOR PLAN
SCALE: 3/16" = 1'-0"



3 TYPE 'B' UNIT FLOOR PLAN
SCALE: 3/16" = 1'-0"



PROJECT: SAN ANGELO, ISLAND COTTAGES
DATE: 06/13/2022

STAFF QUALIFICATIONS AND ORGANIZATION EXPERIENCE**KEY STAFF:****Galilee CDC**

Stephanie Hamby is the Executive Director and has been with the organization for 7 years. She has grown the organization to expand both the new construction side and the remodel side of the organization. She has a BA from Northwestern College and an MPA with a concentration in Non-Profit Management from the University of Colorado Denver. She sits on the board of the Concho Valley Community Action Agency, Leadership San Angelo Alumni Association, Concho Valley Workforce Development Board, Texas Association of CDC's and the THN Balance of State COC Strategic Planning Committee.

Carlos Cruz is the Rehab Manager and oversees four major remodel programs and various smaller programs as funding is available. He has been with the organization for 2 and a half years. Since he has been with the organization, the remodel programs have doubled in size and he manages 3 subcontractor teams on a regular basis. He has a degree in education from ASU.

Joshua Hill is a new addition to the Galilee staff and is the Construction Assistant. He has been with us for one month but comes to Galilee CDC from City Lumber. He will be assisting Carlos on material purchases, overseeing the subcontractors and helping everyone to stay on budget and timelines.

Housing Authority of San Angelo

The Executive Director of the HASA is Rebecca Salandy. Ms. Salandy has worked for the Housing Authority Since November of 2004 and served as the Executive Director since 2013. Along with other duties, Ms. Salandy is responsible for successful Operating, Capital Fund, Rapid Re-Housing and Family Self Sufficiency grant management and reporting. Ms. Salandy is responsible for an entity wide annual budget of \$7,356,257.00 and all financial reporting required. Ms. Salandy serves as HASA Contracting Officer and oversees construction contracts from the procurement side. Ms. Salandy serves on the board for the Jeremiah Plan. She successfully completed Leadership San Angelo, and belongs to multiple community organizations and collaboration groups committed to reducing the number of San Angelo residents experiencing homelessness.

Amanda Cruz is the Deputy Director for HASA and oversees program administration and operations of multiple programs. Mrs. Cruz has worked for the HASA since November of 2007 and has served as the Deputy Director since 2014. HASA programs have experienced growth and success under her leadership. Mrs. Cruz sits on the board of the Concho Valley Community

Action Agency and the Concho Valley Homeless Planning Coalition and successfully completed Leadership San Angelo, class of 2017-2018. Along with other members of the CVHPC, Mrs. Cruz assisted the “Tent City” task force in 2017, successfully housing two household’s long term.

Lisa Martinez is the Housing Stability Case Manager for Rapid Rehousing (RRH) and a vital part of the HASA’s Housing Solutions Department. Mrs. Martinez joined the Housing Authority in March of 2021. Prior to joining the HASA team, she was the program Director for TGC Youth Advocate Program for nine years. Mrs. Martinez earned a BSN in Sociology in 2013 from Angelo State University

Organization Experience-Galilee CDC

Galilee Community Development Center (GCDC) provides decent, affordable housing for low- and moderate-income families in San Angelo and the local area. GCDC’s office is located at 39 Buick Street, San Angelo, Texas 76901. GCDC is a not-for-profit 501 (c) 3, corporation that serves as the Community Housing Development Organization (CHDO) for the City of San Angelo, Texas. GCDC was incorporated in February of 2000.

Over the past twenty-two years, GCDC has built 79 new homes in the six government-designated low-income targets in San Angelo: Blackshear, Reagan, Rio Vista, Fort Concho, Lakeview and Belaire and 9 in surrounding rural communities. Currently, GCDC has 4 more homes under construction. GCDC is the general contractor building the homes and is able to build for less than comparable local for-profit builders, and thus is able to pass the savings on to the homebuyer. Being the builder, GCDC has a high standard of quality to keep.

GCDC started remodeling in 2012 with the Helping Hands program, doing light remodels and repairs for elderly. In 2013 GCDC started working with TDHCA on the Amy Young Barrier Removal program, remodeling for accessibility. GCDC partnered with the USDA to serve the rural community in 2018 and in 2020 started the Handyman program. A strong relationship with subcontractors has allowed continued growth over the years.

Recognition of achievements have been many. In 2009, 2010, and 2011 GCDC received the Neighborhood Revitalization Award and in 2012 the Helping Hands program won the Community Spirit Award from the City of San Angelo Development Services Department. In 2013, GCDC won the Chamber of Commerce Innovation award for NOAH Estates and again in 2021 for work repairing broken pipes during the snowstorm.

GCDC partners with local housing agencies on a wide variety of housing issues and will continue to grow in depth and width of the service to the community.

Organization Experience-HASA

The HASA is a local non-profit agency responsible for providing housing to low-income families at an affordable cost. HASA is located at 420 E. 28th St, San Angelo, TX 76903.

The HASA owns 174 units throughout the city of San Angelo operated under the Public Housing program, to include units specifically designated for the elderly. The housing program was created under the Housing Act of 1937. The HASA also provides rental assistance via Housing Assistance Payments (HAP) to landlords, for families who qualify under the Housing Choice Voucher (HCV) program.

The HASA operates a non-profit called Forest Park Community (FPC) and this non-profit has 250 units which are a combination of affordable market rent and the Affordable Housing Program, to include units specifically designated for the elderly and/or disabled. FPC also has a Basic Needs Closet (BNC) that provides food, clothing, household furnishings, and toiletry items to low-income families in the community.

The HASA is the sub-recipient of the RRH Grant through the City of San Angelo (COSA) and works closely with COSA staff and the Texas Homeless Network (THN).

The HASA and FPC services approximately 1,200 families per year with a combined annual budget/funding of approximately \$7,356,257.00. Of this annual budget/funding, approximately \$4,600,000.00 is spent in HAP to San Angelo landlords.

The HASA currently partners with local agencies, to include the Homeless Coalition, on a wide variety of housing issues in an effort to serve the community, and will continue to do so in the years to come.

QUALITY OF SIMILAR PROJECTS:

The HASA currently administers the VASH and RRH programs. The HASA began the HUD-VASH partnership in 2011 and is currently allocated 33 HUD-VASH vouchers, with an average monthly utilization of 90% and a monetary average of \$12,835 per month in HAP to landlords. The HASA began administering the RRH as a subrecipient of COSA's RRH. This project will expand the housing stock available to the participants on both of the VASH and RRH programs along with providing additional case management.

Galilee CDC is a new home construction builder, and partners with the City of San Angelo with the AHAP program providing quality affordable housing to low-income residents. They also have 4 major remodel programs that serve the Concho Valley. The two programs that have similar work items as those outlined in this RFP are listed below; as well as the agencies, they work with, as listed in the references section.

Amy Young Barrier Removal: the subcontractors remodel homes to make them more accessible for the disabled resident. Remodels consist of bathrooms, kitchen, flooring, widening doorways and installing ramps. Each project has a max budget of \$22,000.

USDA Housing Preservation: this program focuses on remodels in the rural communities around San Angelo. These remodels vary from new roofs, upgraded electrical, bathrooms, flooring and ramps.

With land becoming harder to find, Galilee CDC had the opportunity to flip two homes in the last two years. Both have been major projects; the houses were taken down to the studs and completely remodeled for low-income buyers.

In all of the program's vinyl windows, tile in showers and surrounds, Trex or concrete ramps and vinyl flooring are used. We warranty all work for 1 year. Pictures of previous jobs are included.

APPROACH IN PROVIDING SERVICES

The mission of Galilee CDC is to “provide and restore affordable housing for low to moderate income residents throughout the Concho Valley”. The GCDC vision is to “Serve as a major catalyst for community development initiatives focusing on housing and neighborhood needs of low to moderate income families in San Angelo and the Concho Valley.

Our approach is simple, we exist to provide decent, affordable housing in any way we can for the community. We want to collaborate with other organizations for the benefit of those in need. Once we start a project, we manage the purchasing of materials and schedule the subcontractors and make sure they are keeping on budget and getting the project completed on time. We work closely with the client to ensure we have open communication on the plans and expectations of the project. We also coordinate with the city on inspections and making sure we meet all the building codes and requirements.

HASA continues to strive to end homelessness in San Angelo. We have a developed relationship with the VA through our current VASH Program. HASA’s RRH Stability Case Manager (HSCM) will collaborate with the VA caseworker to house homeless Veterans at Country Cottages and assist the VA Caseworker in meeting the needs of the Veteran regarding networking social services and resources to keep this individual housed and working towards self-sufficiency. The HSCM manages the RRH program currently and is well versed in connecting services to those in need. Coordinated Entry is a vital part of the RRH program and will assist in finding eligible Veterans applying for the RRH program with leasing up at Country Cottages and becoming service connected.

The long-term goal of the HSCM will be to provide case management for up to two years and then transition the Veteran into long term housing stability on the Housing Choice Voucher (HCV) program or possibly HASA’s Homeownership (HOP) program.

REFERRAL PROCESS

Veteran referrals for Country Cottages will be provided by the VA for Veterans that are eligible for the HUD-VASH voucher. All HUD-VASH referrals must come to PHAs from a partnering VA Facility. Before making referrals to PHAs, VA staff screen families according to the VA's screening criteria and in compliance with federal nondiscrimination and civil rights laws. See 24 CFR 5.105(a) and 24 CFR 982.53. DD-214 certificates and VA-verified Applications for Health Benefits must be accepted as verification of SSNs and birthdates. VA identification cards must be accepted as government-issued photo identification, and they can also verify SSNs and birthdates. PHAs screen only for income eligibility and lifetime registration under state sex offender registration programs. However, when new family members are added after the

Veteran is a participant, 24 CFR 982.551(h)(2) and regular PHA screening criteria apply. The income targeting requirement of 75% of families being extremely low-income does not apply to HUD-VASH.

Veterans with a HUD-VASH Voucher will receive a preference for available units at Country Cottages. These Vouchers are Tenant Based Vouchers (TBV), which means the HASA cannot mandate that the vouchers be utilized at the Country Cottage location. Country Cottages will provide additional available units. There is a lack of available one-bedroom units that are in good condition, location, and willing to accept residents that may not pass rental history screening.

If funding or lack of referrals from the VA occurs, the HASA Case Manager will accept referrals from the RRH Program with a preference for homeless Veterans enrolled in Coordinated Entry for the RRH Program.

Lastly, referrals will be accepted from members of the Concho Valley Homeless Planning Coalition (CVHPC). The case manager will provide an Intake Screening on such referrals to determine Veteran status and housing status. The case manager will have the right to refuse this referral if the applicant does not meet the definition of an Eligible Veteran and the definition of homeless for this program.

Homeless Veterans will receive a preference and be the top priority of the case manager when referring clients to Country Cottages, however if there is not an eligible Veteran in need of one of these units. The unit will be leased to an eligible Rapid Rehousing client without Veteran status to avoid vacancy. This option will be utilized only after documenting every effort to lease the unit to a homeless Veteran.

REFERRING PARTNERSHIPS-HUD VASH and Rapid Rehousing

U.S. Department of Housing and Urban Development-Veteran Affairs Supportive Housing (HUD-VASH) Program

HUD-VASH is a collaborative program which pairs HUD's HCV rental assistance with VA case management and supportive services for homeless Veterans. These services are designed to help homeless Veterans and their families find and sustain permanent housing and access the health care, mental health treatment, substance use counseling, and other supports necessary to help them in their recovery process and with their ability to maintain housing in the community. Between 2008-2020, 106,654 HUD VASH Vouchers have been awarded to 688 PHAs (and their partnering VA facilities) nationwide. HUD-VASH vouchers are authorized under section 8(o)(19) of the US Housing Act of 1937, as modified by the requirements in the 2008 Consolidated Appropriations Act (Pub. L. 110-161). All Congressional Appropriations Acts since

2008 have continued to authorize this program - most recently the Appropriations Act of 2021 (Public Law 116-260), enacted on December 27, 2020. HUD-VASH enables homeless Veterans and their families to use a voucher to access safe, affordable housing while also receiving an array of VA services.

The HASA began the HUD-VASH partnership in 2011 and is currently allocated 33 HUD-VASH vouchers, with an average monthly utilization of 90% and a monetary average of \$12,835 per month in HAP to landlords. Applicants for the HUD-VASH program must be referred to the HASA by the VASH Case Manager covering the HASA jurisdiction. Applicants may only be denied if they are over income for the HCV program or if they are subject to a lifetime registration requirement as a sex offender. Once on the HCV program, the Veteran and their family are subject to HCV regulations. If it is determined that the Veteran is no longer in need of VA case management, the VASH Case Manager may choose to graduate the Veteran from the HUD-VASH program and may request that the Veteran and their family be transferred to the regular HCV Program. The VASH case manager may also terminate a Veteran from the HUD-VASH Program for failing to participate in case management services. At that time, the HASA will have the choice to terminate the housing voucher or transfer the voucher to the regular HCV Program. Country Cottages currently accepts HUD-VASH vouchers and has been the home of a former HUD-VASH participant since August of 2012. Provided funding for the HUD-VASH program is available, Country Cottages and the HUD-VASH partnership will be a sustainable option for long term Tenant Based Rental Assistance (TBRA) and case management services for Veterans and their families.

Housing Solutions -Rapid Rehousing (RRH)Grant

RRH is a grant that the HASA is a subrecipient of through the 2020 Texas Homeless Network, Continuum of Care Grant project entitled, "COSA Rapid Rehousing (RRH)." This grant implements Coordinated Entry from multiple local locations. Referrals for homeless Veteran's enrolled in Coordinated Entry will be accepted at Country Cottage.

RRH is an intervention, informed by a Housing First approach that is a critical part of a community's effective homeless crisis response system. RRH provides short-term rental assistance and case management services. This solution to homelessness is designed to help individuals and families to quickly exit homelessness and return to permanent housing. It is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are tailored to the unique needs of the household. The overall goals of the program are to help individuals and families obtain housing quickly, increase self- sufficiency, and achieve long-term housing stability. Rapid re-housing models were implemented across the country through the Homelessness Prevention and Rapid Re-housing Program (HPRP), included as part of the American Reinvestment and Recovery Act (ARRA) of 2009. Through this national implementation experience, rapid re-housing programs were found to be a highly successful and cost-effective way to end homelessness for a wide

range of households experiencing homelessness. The HASA is a subrecipient of this grant through the 2020 Texas Homeless Network, Continuum of Care Grant project entitled, "COSA Rapid Rehousing (RRH)."

NEEDS ASSESSMENT

HASA will assign a Case Manager to provide case management through a professional and collaborative process. The case manager will assess, plan, implement, coordinate, monitor, and evaluate the options and services required to meet an individual's health needs. For Veterans referred to us by the VA, an assessment will be completed by the VA and a service plan will be agreed to by the VA Social Worker and HASA's case manager. Each Veteran will have a service plan that clearly defines any barriers the Veteran may have and a plan for service to assist the Veteran in overcoming these barriers.

The service plan will include a plan to connect Veterans to partnering social services for counseling, substance abuse, mental health, food insecurities and any other available resources.

RETENTION AND ONGOING CASE MANAGEMENT

The HASA's case manager will utilize the VA's Outpatient Clinic to provide Veteran Education as needed. The Veteran will have a HASA Case manager as well as support from the VASH Case Manager to provide resources to assist in retention. The HUD-VASH program has seen Nation-wide success with ending homelessness for Veterans.

Case Managers will be available to meet with the Veterans according to their needs and case management requirements. The Case Manager will have the VA as a support as well as other social service partners in San Angelo. Included in this proposal is a solicitation for \$15,000.00 in funding to assist the case manager in providing a solution to financial barriers. This resource will be used to assist with items such as meal cards, transportation, hotel stay until they can be housed, furniture or necessities once housed. If these resources are available to the Veteran from another agency, the case manager will provide a referral for these services prior to expending the limited funding available for this type of assistance.

Case Managers will be provided training from the HASA on resources available to them. The VASH case manager will be a vital resource along with Rivercrest, Shannon Medical Center, and the local VA Outpatient Clinic. HASA's Housing Solution's Department administers a BNC, that the Veteran would have full access to. The BNC offers a small food pantry and donated items of furniture, clothing, hygiene products, and other basic necessity items depending on availability.

TRANSITIONING OUT OF THE PROGRAM

Depending on the needs of the Veteran, the VASH case manager will determine when a participant is ready to transition off of case management. At that point depending on the income available the participant could transition to a regular HCV and vacate the Country Cottages unit or move to an unassisted unit. For Veterans residing at Country Cottage that are not on the HUD-VASH program a determination will be made by the Case manager based on the participants needs and ability to remain housed without case management. Once the determination is made, the same options would be available to assisted Veterans that are not on a HUD-VASH voucher, they could use their voucher to move to another unit or if financially able they can move to an unassisted unit. The HASA does offer a HOP and any eligible Veteran interested in transitioning to this program would be counseled regarding the program requirements and assisted with applying for a Home Loan and a HOP Voucher.

REFERENCES-

HASA and Galilee CDC have completed the required Excel workbook listing references for both agencies.

STATEMENT OF QUALIFICATIONS

The HASA operates multiple rental assistance program and provides case management as required. The HASA has administered the VASH program since 2011 and has seen multiple Veterans transition from the need of case management from the VA and go onto successful long- term housing.

Galilee CDC has been building new homes for more than 15 years. We partner with the city and build between 5-8 homes each year, and the quality of our work is shown in each house. We have been doing remodels for over 10 years and continue to meet State and USDA requirements for quality of work.

We employ many small businesses and sole proprietors who run their own companies. Many are minorities and have been with us for many years. Our partnerships with the subcontractors help us to have stable pricing and continued quality. Even through COVID, we kept them all employed and provided steady income.

We have many partnerships with other organizations and companies in the community. We prefer to partner instead of compete with others so we can do more with the funding we have. We also fund a lot of our own work but have close relationships with our bank partners so if we need construction loans, we are able to get them quickly so we don't slow down the project.

ADDITIONAL SERVICE OFFERINGS

The Housing Authority has developed a BNC located at 2621 Junius that will be available to the residents of Country Cottages. The BNC provides residents with the opportunity to shop the closet for gently used donated items such as clothing, furniture, housewares etc. The BNC has a small food pantry that is also available and free to those in need, including a vegetable garden.

The Housing Authority has set aside Voucher for the Limited Homeless Preference (LHP). This preference is for an HCV. The referral is provided by the RRH program and allows for the recipient to be given a preference on the waiting list for an HCV. This preference could save an applicant from 6 -12 months depending on the current funding levels and wait list numbers. Veterans eligible for this program will be considered for an LHP should a VASH voucher not be available.

Participants applying for housing at Country Cottages will also be eligible for Project ID through Galilee CD. Project ID provides assistance with obtaining state ID's or birth certificates. Without an ID it is not possible to find employment, and children are required to have birth certificates to enroll in school. Project ID referrals will be accepted from the HSCM working with these Veterans.

Bid Total and Fee Schedule

TO: THE CITY OF SAN ANGELO

1. The undersigned, have familiarized themselves with the local condition affecting the cost of the work and with the specifications listed in the RFP NFS-01-22 and addendum #1, as prepared by The City of San Angelo and hereby proposes to furnish all labor, materials, equipment and services required for the Neighborhood and Family Service Department Homeless Veteran Housing & Case Management Project in accordance with the Contract Document all in accordance herewith, for the sum of

BASE BID

COST OF CONSTRUCTION LABOR AND MATERIALS: Price shall include the cost of all labor including overhead to complete the work.

Five Hundred Fifty-Four Thousand and Four Hundred and Ten Dollars, \$554,410.00.

COST OF ADMINISTRATIVE (CASE MANAGEMENT) LABOR: Price shall include the cost of salaries and resources needed including overhead to complete the case management portion of the project.

One Hundred Thousand Dollars, \$100,000.00	
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TOTAL BASE BID- Price shall include cost of labor and cost of materials, list above:

\$ 654,410.00

FEE SCHEDULE**Housing Authority of San Angelo -Case Management Services**

Items	Description	Amount
Salaries	This position(s) will work closely with HUD VASH Case Manger to provide sound Case Management.	\$75,000.00
Administrative	Additional needs for staff: office supplies, mileage, training etc..	\$10,000.00
Resources	Provide necessary resources to eliminate preventive barriers to housing. Examples- transportation, utility deposits/bills, secure necessary document to apply for additional service (Birth Certificates). An attempt to find other resources will be made prior to utilizing these funds	\$15,000.00
	Total	\$100,0000.00



Work Write-Up & Cost Estimate

Project Name:	Country Cottage	Contractor:	Galilee CDC
Street Address:	51 N. Koenigheim St.	Contractors Address:	39 Buick St
City, State:	San Angelo, TX	City, State:	San Angelo, TX
County & Zip:	Tom Green, 76903	County & Zip:	Tom Green, 76901
Phone #:	325-481-2500	Phone #:	325-655-6700

General Specifications

MISCELLANEOUS	Spec Description	Units	Price	Total
Debris Removal	Remove all debris from jobsite	1	\$5,500.00	\$1,000.00
Building Permits	Pull electrical and plumbing permits from City	1	\$500.00	\$500.00
Site Toilet Rental				\$0.00
BUILDING EXTERIOR & ATTIC	Spec Description	Units	Price	Total
Exterior Walls				\$0.00
Exterior Doors-Front	Replace existing doors with new 36", steel 6-panel doors. Install lever handles. Door will also have peephole.	14	\$900.00	\$12,600.00
Screen/Storm door				\$0.00
Exterior Doors-Back	Replace 4 french doors with new 72"x80" steel french doors.	4	\$2,000.00	\$8,000.00
Screen/Storm door				\$0.00
Exterior Lighting				\$0.00
Decks/Porches/Ramps	We will build a 5x5 deck off of the front door. Also, we will build an 8'x 4' ramp made from trex & treated lumber. The slope of the ramp will not exceed 1" rise for every 12.5 inches of run. Handrailing will be made from metal with rounded ends & painted white. The treated wood will be stained. Sidewalk will be expanded to 5ft and serve as a landing for all ramps.	8	\$2,500.00	\$20,000.00

NOV 2015

Fence	Install new sheet metal fence on all 3 sides. Left side will have dividers for each unit. Back side will follow same fence line that exist for the two units. Right side will just be one long wall. Tree trimming and bush removal will be needed to all new fences to be installed.	1	\$40,000.00	\$40,000.00
MAIN LIVING ROOM		Units	Price	Total
Ceiling	Tear out all old sheetrock and replace with new. Tape, float, texture & paint white. Re-insulate ceiling.	8	\$1,000.00	\$8,000.00
Walls	Tear out all old sheetrock and replace with new. Tape, float, texture & paint white. Re-insulate where needed. Remove existing wall between	8	\$1,950.00	\$15,600.00
Flooring	Install residential grade, floating, interlocking vinyl planks with a 15 yr. manufacturers warranty. Repair subfloor as needed. Color of the flooring will be based off of what is available in the store & that stays in theme with the coutry cottage name. (Barnwood color or light brown). We will install new baseboards or quaterround all around. Paint trim white. Flooring=132sq. ft x 8 units	1056sq ft.	\$10.00	\$10,560.00
Doors				\$0.00
Windows	Replace existing windows with 3050 1/1 White Vinyl windows	14	\$1,000.00	\$14,000.00
Lighting				\$0.00
Ceiling Fan	Install flush mount ceiling fan with light.	8	\$500.00	\$4,000.00
MASTER BEDROOM		Units	Price	Total
Ceiling	Tear out old sheetrock and replace with new sheetrock. Tape, float, texture, and paint white. Re-insulate entire ceiling.	8	\$1,000.00	\$8,000.00
Walls	Tear out old sheetrock and replace with new sheetrock. Tape, float, texture, and paint white. Re-insulate walls where needed.	8	\$2,100.00	\$16,800.00
Flooring	Install residential grade, floating, interlocking vinyl planks with a 15 yr. manufacturers warranty. Repair subfloor as needed. Color of the flooring will be based off of what is availble in the store & that stays in theme with the coutry cottage name. (Barnwood color or light brown) We will install new baseboards or quaterround all around. Paint trim white. Flooring=167sq. ft x 8 units	1336sq ft.	\$10.00	\$13,360.00

Doors	Remove current door & widen opening to 36" Install a 36in case entry way & install a 36 in. x 84 in. sliding Barn Door with Hardware Kit to slide over entry way. Install pull handle on both sides of door & install a lock latch inside bedroom.	8	\$850.00	\$6,800.00
Egress Window	Replace existing windows with 3050 1/1 white vinyl windows	32	\$800.00	\$25,600.00
Closet	Tear out sheetrock and replace with new. Tape, float, texture, and paint white. Install rod with shelf above it. Re-insulate where needed.	8	\$650.00	\$5,200.00
Lighting				\$0.00
Ceiling Fan	Install flush mount ceiling fan with light.	8	\$500.00	\$4,000.00
MASTER BATHROOM	Spec Description	Units	Price	Total
Ceiling	Tear out all old sheetrock and replace with new. Tape, texture, float and paint white. Install mold guard sheetrock over shower area. Tape, float, texture & paint white. Re-insulate ceiling.	8	\$800.00	\$6,400.00
Walls	Remove old sheetrock. Install new sheetrock, insulate where needed. Use mold-guard drywall around new vanities, and toilet. Tape, float, texture, and paint all surfaces white.	8	\$2,000.00	\$16,000.00
Flooring	Install residential grade, floating, interlocking vinyl planks with a 15 yr. manufacturers warranty. Repair subfloor as needed. Color of the flooring will be based off of what is available in the store & that stays in theme with the country cottage name. (Barnwood color or light brown) We will install new baseboards or quarterround all around. Paint trim white. Flooring=35sq.ft x 8 units	280 Sqft	\$10.00 per sq.ft	\$2,800.00
Doors	Remove current door & widen opening to 32" Install a 32in case entry way & install a 32 in. x 84 in. sliding Barn Door with Hardware Kit to slide over entry way. Install pull handle on both sides of door & install a lock latch inside bathroom.	8	\$900.00	\$7,200.00
Toilet	Remove existing toilet and wax ring. New ADA toilet will be installed. Install new wax ring with t-bolts, supply line and valve. Will replace old lines with new PVC.	8	\$500.00	\$4,000.00

Tub/Shower	Remove and dispose of existing shower/tub and hardware. Address any plumbing issues after shower area has been gutted. Install blocking against studs where grab bars will be attached. Two 16" vertical on either side of the shower and one 16" horizontal or at a 45 degree angle at the back wall. Install fiber cement backer board. Replace with custom tile (tile to ceiling) 32"x60" walk-in shower with center hand drain. Install grab bars per manufacturers instructions. Shower area will have a soap box installed in the wall. We will install a shower head that can be handheld with a 6' hose and a lever faucet handle for operation.	8	\$10,600.00	\$84,800.00
Vanity/Sink/Faucet	Install 18" vanity with sink and lever faucets. Install new valves & fix any water/drainage issues.	8	\$1,400.00	\$11,200.00
Mirror/Medicine Cab.	Install 1 mirror to be centered over vanity.	8	\$150.00	\$1,200.00
GFCI protection	Install two new GFCI outlets as required by code. Must have dedicated 20 amp breaker in panel.	16	\$200.00	\$3,200.00
Exhaust Fan	Determine best location & install exhaust fan with heater. Will be vented through roof. Install new switch to operate next to light switch.	8	\$600.00	\$4,800.00
Windows	Replace windows with new 24"x30" vinyl obscure 1/1.	14	\$500.00	\$7,000.00
Accessory Hardware	Will install new hardware. Such as, hand towel rack, toilet paper holder, and shower towel rack.	8	\$200.00	\$1,600.00
Lighting	remove existing lighting & install new vanity light centered over mirror. Install can light over shower. Tie both lights to same light switch.	16	\$400.00	\$6,400.00
KITCHEN	Spec Description	Units	Price	Total
Ceiling	Tear out old sheetrock and replace with new. Tape, float, texture, and paint white. Re-insulate entire ceiling.	8	\$1,200.00	\$9,600.00
Walls	Tear out old sheetrock and replace with new. Tape, float, texture, and paint white. Re-insulate where needed.	8	\$1,800.00	\$14,400.00
Flooring	Install residential grade, floating, interlocking vinyl planks with a 15 yr. manufacturers warranty. Repair subfloor as needed. Color of the flooring will be based off of what is available in the store & that stays in theme with the country cottage name. (Barnwood color or light brown) We will install new baseboards or quarterround all around. Paint trim white. Flooring=88sq. ft x 8 units.	704 sq.ft	\$10.00 per sq.ft	\$7,040.00

Doors				\$0.00
Windows	Replace windows with new vinyl 2030 1/1 windows.	14	\$500.00	\$7,000.00
Lower Cabinets	Remove & dispose of all lower cabinets. Install new lower cabinets, countertop, & sink, with lever style faucet.	8	\$1,775.00	\$14,200.00
Upper Cabinets	We will remove all of the upper cabinets and install new cabinets.	8	\$1,500.00	\$12,000.00
GFCI Protection	Install two new GFCI outlets as required by code. Must have dedicated 20 amp breaker in panel.	16	\$200.00	\$3,200.00
Refrigerator				\$0.00
Range/Oven				\$0.00
Microwave				\$0.00
Exhaust Vent				\$0.00
Lighting	Install flush mount kitchen light.	8	\$500.00	\$4,000.00
ELECTRICAL SYSTEM	Spec Description	Units	Price	Total
Complete Rewire	Replace existing panel in each unit with new 100 amp panel with new wiring throughout each unit that we work in. Will meet current NEC AFCIs code. Will label breakers.	8	\$3,000.00	\$24,000.00
Service Weatherhead				\$0.00
Main Panel/Load Center	Replace meter bases with higher voltage.	14	\$2,425.00	\$33,950.00
AFCI/GFCI				\$0.00
Branch Circuits				\$0.00
Light switches				\$0.00
Receptacles				\$0.00
Smoke Alarms				\$0.00
Carbon Monoxide Alarms	Install 2 hardwired, photoelectric 120 volt Interconnectable Smoke/Carbon Combo alarms with battery back-up in each unit that we work in. 1 in the bedroom & other in the living room	16	\$300.00	\$4,800.00
PLUMBING SYSTEM	Spec Description	Units	Price	Total
Water Service Lines	Replace cast iron with new PVC and tie into City's connection.	1	\$20,000.00	\$20,000.00
Main Shutoff Valve				\$0.00
Pipe Insulation				\$0.00
Drains, Waste & Vents				\$0.00
Hose Bibs/Anti-siphon				\$0.00

NOV 2015

Domestic Water Heater	Install new 50gal short electric water heater. Relocate to opposite end of kitchen. Build box around water heater to serve as countertop space.	8	\$2,000.00	\$16,000.00
Septic System				\$0.00
HVAC SYSTEM	Spec Description	Units	Price	Total
Replace/Install New System				\$0.00
Replace Air Handler				\$0.00
Replace Condensing Coil				\$0.00
Replace/Repair Ductwork				\$0.00
Install Window Units				\$0.00
Install Space Heaters				\$0.00
Minisplits	Install new 220v mini splits into bedroom/will face living room.	8	\$1,700.00	\$13,600.00
				\$0.00
GRAND TOTAL:				\$554,410.00



 Signature of Contractor

6-6-22

 Date

 Date



U.S. Department of Veterans Affairs
Veterans Health Administration

300 Veteran Boulevard
Big Spring, Texas 79720

In Reply Refer to: 519/122

MAY 24 2022

Becki Salandy
Executive Director
420 E. 28th Street
San Angelo, Texas 76903

To Whom It May Concern:

The Ending Veteran Homelessness initiative remains a priority of West Texas VA Health Care System (WTVAHCS), VISN 17, Site 519. The Housing and Urban Development-Department of Veterans Affairs Supportive Housing (HUD-VASH) program is an important part of our ongoing effort to reach and maintain the effective end to homelessness among Veterans in San Angelo, Tom Green County.

West Texas Veterans Health Care System affirms with this letter our commitment to support the application of 8 project based HUD-VASH vouchers for the development Country Cottages located at 51 N Koenigheim St, San Angelo, Texas 76903, by the San Angelo Housing Authority.

Sincerely,

JASON CAVE
Director

PROGRAM DEFINITIONS

HASA Case Manager-HASA employee that provides case management using a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual's and family's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effective outcomes.

Homeless-a person without a home, and therefore typically living on the streets. HUD's definition includes an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, OR an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, OR an individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. The definition also includes any individual or family who is *fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking*, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, *and* has no other residence; *and lacks the resources or support networks*.

HUD-VASH-The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's HCV rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs), community-based outreach clinics (CBOCs), through VA contractors, or through other VA designated entities.

Eligible VASH participant- Eligible families are homeless Veterans and their families that are referred to participating PHAs by the PHAs' partnering VAMCs or CBOCs.

Coordinated Entry (CE)- is a powerful piece of a community's housing crisis response system as it ensures that people at-risk of or experiencing homelessness can readily access and navigate housing assistance— no matter where in the community they first seek help. It is designed so that households are prioritized for and matched with the appropriate intervention as quickly as possible based on their vulnerability and severity of needs. Overall, CE aims to standardize the access, assessment, prioritization and referral process across all agency providers in a community in order to quickly and successfully provide assistance.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Traci Cartwright, Budget Analyst, Budget,

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Discussion and consideration of matters related to the fiscal year 2022-2023 operating budget including:

1. first reading and public hearing of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023. This budget will raise more total property taxes than last year's budget by \$7,307,295 (17.42%), and of that amount, \$534,154 is tax revenue to be raised from new property added to the tax roll; and,
2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 22, 2022, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

Through Council communications via memos and workshop discussions, staff has made progress towards preparing the 2022-23 budget. The following action items are necessary to proceed with adopting the 2022-2023 budget.

1. This is the first public hearing and introduction of the budget ordinance for the fiscal year beginning October 1, 2022, and ending September 30, 2023. The ordinance appropriates funds for the 2022-2023 fiscal year (exhibit A) and approves the pay schedule for all City employees (exhibit B). It also determines and approves budget amendment authorizations. The ordinance authorizes the City Manager to apply for and accept the routine, recurring grants (exhibit C) and execute any documents related to these grants. The City Manager is also given the authority to execute certain Interlocal Agreements that do not require the expenditure of City funds. The staffing headcount is authorized in sections ten for civil service and eleven for civilians (exhibit D). The proposed 2022-2023 budget meets all legal requirements.
2. The next item for the Council's consideration is to conduct a separate record vote to ratify the property tax revenue budgeted per truth in taxation guidelines.

The motion must specifically be made to:

"Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 22, 2022, regular meeting of the City Council as an action item."

Funding Source(s):

Financial Impact:

Total operating budget of \$177,190,602. See attached budget ordinance for specific funds.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-----------------------------|----------------------------------|
| 1. | 2022 09-08 Budget Ordinance | 2022 09-08 Budget Ordinance.docx |
| 2. | 2022 08.30 Draft Budget | 2022 08.30 Draft Budget (3).pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Traci Cartwright	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

ORDINANCE 2020-084

AN ORDINANCE OF THE CITY OF SAN ANGELO APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023 INCLUDING AUTHORIZING EMPLOYEE COMPENSATION SCHEDULES; PROVIDING FOR THE GENERAL APPROPRIATION OF FUNDS; RESERVING UNTO THE CITY COUNCIL THE POWER TO AMEND OR MAKE CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; AND PROVIDING AUTHORITY FOR THE CITY MANAGER TO MAKE AUTHORIZED ADJUSTMENTS AND BUDGETARY APPROVALS

WHEREAS, a budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, has been proposed and submitted by the City Manager to the City Council as required by law; and,

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

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

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

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

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

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

SECTION 2: The proposed budget as filed with the City Clerk and as amended by the City Council, for the fiscal year October 1, 2022, through September 30, 2023, (hereinafter the "Budget") is hereby approved and adopted. A copy of the Budget, as amended, approved, and adopted, is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

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

SECTION 4: By virtue of the adoption of the Budget, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the course of the 2022-2023 fiscal year, the amounts set forth in the Budget for the purposes therein stated.

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

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

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

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

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

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

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

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

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

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

INTRODUCED with public hearing on the 8th day of September, 2022, and finally PASSED, this 22nd day of September, 2022.

YES

NO

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Tommy Hiebert, SMD #1

Tom Thompson, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Karen Hesse Smith, SMD #5

Larry Miller, SMD #6

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT A

Consolidated Financial Schedule Revenue and Expenditures, Fiscal Year Ending September 30, 2023

Fund		Beginning	Operating	Transfers	Amount	Operating	Transfers	Total	Rev Over/	Ending
No.	Fund Name	Balance	Revenues	In	Available	Expenditures	Out	Expenditures	(Under) Exp	Balance
101	General	29,751,085	81,075,427	4,630,998	115,457,510	81,396,531	4,409,894	85,806,425	(100,000)	29,651,085
103	Intergovernmental	9,029,751	1,876,346	625,499	11,531,596	2,501,845	524,031	3,025,876	(524,031)	8,505,720
105	General Debt Service	2,131,323	6,804,074	2,915,394	11,850,791	9,569,468	-	9,569,468	150,000	2,281,323
106	TIRZ	2,664,587	1,336,453	-	4,001,040	1,064,783	-	1,064,783	271,670	2,936,257
201	State Office Building	590,441	1,247,293	-	1,837,734	1,224,799	22,494	1,247,293	-	590,441
203	Texas Bank Sports Complex	700,116	191,072	826,569	1,717,757	1,017,641	-	1,017,641	-	700,116
220	Airport Operating	1,441,240	1,767,179	-	3,208,419	1,602,794	164,385	1,767,179	-	1,441,240
230	Solid Waste	5,660,610	2,168,162	-	7,828,772	1,497,526	670,636	2,168,162	-	5,660,610
240	Stormwater	4,414,288	2,996,766	135,000	7,546,054	2,760,733	371,033	3,131,766	-	4,414,288
260	Water Operating	33,564,994	34,413,717	1,327,141	69,305,852	25,272,489	10,468,369	35,740,858	-	33,564,994
261	Water Debt Service	1,018,712	6,292	9,651,308	10,676,312	9,657,600	-	9,657,600	-	1,018,712
270	Water Reclamation Operating	20,728,424	15,680,056	-	36,408,480	11,287,701	4,392,355	15,680,056	-	20,728,424
271	Water Reclamation Debt Service	274,726	3,022	2,083,035	2,360,783	2,086,057	-	2,086,057	-	274,726
410	Civic Events	1,352,455	522,290	1,008,050	2,882,795	1,255,432	138,408	1,393,840	136,500	1,488,955
420	Fort Concho	1,028,887	689,217	556,331	2,274,435	1,245,548	-	1,245,548	-	1,028,887
440	Fairmount Cemetery	166,482	399,161	125,122	690,765	524,283	-	524,283	-	166,482
453	Community Development Block Grant	231,113	686,943	-	918,056	641,943	45,000	686,943	-	231,113
483	HOME Grant	179,473	405,597	-	585,070	405,597	-	405,597	-	179,473
501	Equipment Replacement	1,605,895	105,000	1,999,373	3,710,268	2,104,373	-	2,104,373	-	1,605,895
502	Capital Projects	1,365,039	-	616,031	1,981,070	616,031	-	616,031	-	1,365,039
512	Water/Supply Capital Projects	16,068,474	4,856,927	200,000	21,125,401	4,822,533	234,394	5,056,927	-	16,068,474
520	Water Reclamation Capital Projects	17,808,927	1,899,192	-	19,708,119	1,809,132	90,060	1,899,192	-	17,808,927
529	Airport PFC	933,163	285,334	-	1,218,497	285,334	-	285,334	-	933,163
533	Street Infrastructure	-	402,273	-	402,273	402,273	-	402,273	-	-
601	Designated Revenue	266,741	154,600	-	421,341	154,600	-	154,600	-	266,741
602	Restricted Revenue	1,787,387	742,313	-	2,529,700	742,313	-	742,313	-	1,787,387
605	Hotel Occupancy Tax	1,684,793	2,670,758	-	4,355,551	1,241,250	1,108,050	2,349,300	321,458	2,006,251
625	Keep San Angelo Beautiful	20,414	-	110,000	130,414	110,000	-	110,000	-	20,414
640	Lake Nasworthy Trust	3,360,724	1,007,908	-	4,368,632	50,000	43,117	93,117	914,791	4,275,515
700	Development Corp: Economic Dev.	9,047,598	2,990,611	-	12,038,209	2,304,560	686,051	2,990,611	-	9,047,598
711	Development Corp: Ballot	5,045,204	7,575,845	-	12,621,049	7,535,433	40,412	7,575,845	-	5,045,204
Operating Totals		\$173,923,066	\$174,959,828	\$26,809,851	\$375,692,745	\$177,190,602	\$23,408,689	\$200,599,291	\$1,170,388	\$175,093,454
301	Vehicle Maintenance	1,270,753	6,089,989	-	7,360,742	6,089,989	-	6,089,989	-	1,270,753
305	Communications	263,605	965,328	-	1,228,933	965,328	-	965,328	-	263,605
310	Health Insurance	1,401,706	10,231,960	-	11,633,666	10,231,960	-	10,231,960	-	1,401,706
320	Property/Casualty	1,130,077	1,898,145	-	3,028,222	1,898,145	-	1,898,145	-	1,130,077
330	Workers' Compensation	2,408,880	1,424,379	-	3,833,259	1,424,379	-	1,424,379	-	2,408,880
Total Internal Service Funds		\$6,475,021	\$20,609,801	\$-	\$27,084,822	\$20,609,801	\$-	\$20,609,801	\$-	\$6,475,021

EXHIBIT B

Fire Department Effective 10-1-22

Civil Service Pay Plan

<u>Grade</u>	<u>Position</u>	<u>Annually</u>
GR 24F	Fire Recruit	\$43,909
GR 26F	Probationary Firefighter	\$44,192
GR 27F	Firefighter	\$56,412
GR 28F	Fire Driver	\$64,456
GR 29F	Fire Lieutenant	\$74,125
GR 30F	Fire Captain	\$85,244
GR 31F	Battalion Chief	\$98,030
GR 32F	Assistant Chief	\$119,666

Additional Pay

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

Police Department
Effective 10-1-22

Civil Service Pay Plan

			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
P23	Recruit	\$48,149						
P26	Entry PO	\$52,142						
P27	Police Officer		\$55,580	\$57,872	\$60,164	\$62,456	\$64,748	\$71,624
P29	Sergeant		\$78,499	\$80,791				
P30	Lieutenant		\$89,959	\$95,116				
P32	Assistant Chief	\$119,666						

Additional Pay

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

**Non-Civil Service
Effective 10-1-22**

Pay Plan

<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
50	\$218,395	\$272,994	\$327,593
45	\$167,896	\$209,870	\$251,844
44	\$159,294	\$199,118	\$238,941
41	\$136,043	\$170,054	\$204,065
40	\$129,074	\$161,342	\$193,610
38	\$116,187	\$145,233	\$174,280
36	\$104,586	\$130,733	\$156,879
35	\$99,228	\$124,035	\$148,842
34	\$94,144	\$117,680	\$141,216
33	\$89,321	\$111,651	\$133,981
32	\$84,745	\$105,931	\$127,117
31	\$80,403	\$100,504	\$120,604
30	\$76,284	\$95,354	\$114,425
29	\$72,375	\$90,469	\$108,563
28	\$68,667	\$85,834	\$103,001
27	\$65,149	\$81,437	\$97,724
26	\$61,811	\$77,264	\$92,717
25	\$58,645	\$73,306	\$87,967
24	\$55,640	\$69,550	\$83,460
23	\$52,789	\$65,987	\$79,184
22	\$50,085	\$62,606	\$75,127
21	\$47,519	\$59,399	\$71,278
20	\$45,084	\$56,355	\$67,626
19	\$42,774	\$53,468	\$64,162
18	\$40,583	\$50,729	\$60,874
17	\$38,504	\$48,130	\$57,756
16	\$36,531	\$45,664	\$54,797
15	\$34,659	\$43,324	\$51,989
14	\$32,884	\$41,105	\$49,326
13	\$31,199	\$38,999	\$46,799
12	\$29,600	\$37,000	\$44,400

Non-Civil Service Public Safety

<u>Grade</u>	<u>Min</u>	<u>Max</u>
GR 30M	\$86,034	\$96,719
GR 29M	\$75,025	\$85,171
GR 27M	\$53,384	\$72,849

Non-Civil Service Additional Pay

Bilingual Certified	\$100/month
CDL Certification A	\$175/month
CDL Certification B	\$300/month
Engineer I.T. I	5%
Engineer I.T. II	5%
Engineer Certification	5%
Fleet Mechanic Tool Allowance	\$80/month
Loyalty Per Year of Service (20 yrs Max)	\$25/month
WU/WR Class D License	5%
WU/WR Class C License	5%
WU/WR Class B License	5%
WU/WR Class A License	5%
WU/WR Operator A/B Differential	5%
Water Utility Field Pay	10%
WU/WR Experienced 3 yrs + 2 Licenses	5%
WU/WR Skilled 8 yrs + 4 Licenses	5%
WU/WR Senior 13 yrs + 6 Licenses	5%

EXHIBIT C

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

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

EXHIBIT D

Classification plan for authorized positions:

Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	21
Fire Engineer (or Driver)	49
Fire Fighter	89
Fire Department – Civil Service Subtotal	178
Police Chief	1
Assistant Chief	2
Police Lieutenant	7
Police Sergeant	28
Police Officer	142
Police Department – Civil Service Subtotal	180
Civilians	621
Total Staffing Levels	979



CITY OF SAN ANGELO

OPERATING BUDGET
2022 / 2023



City of San Angelo, Texas

Operating Budget Fiscal Year 2022-2023

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$7,307,295 (17.42%), AND OF THAT AMOUNT, \$534,154 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

City Council Record Vote
****September 22, 2022****

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

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted FY2021-22	Adopted FY2022-23
Property Tax Rate	0.7760 / \$100	0.7379 / \$100
No New Revenue Tax Rate	0.7554 / \$100	0.6536 / \$100
No New Revenue M&O Tax Rate	0.6654 / \$100	0.5832 / \$100
Voter Approval Tax Rate	0.7874 / \$100	0.7379 / \$100
Debt Tax Rate	0.0936 / \$100	0.1007 / \$100

The total amount of municipal debt obligations secured by property taxes is \$192,905,000.

General Fund

Schedule of Revenues and Expenditures

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>101 REVENUES:</u>				
Taxes				
Property Tax	37,086,524	37,364,595	43,117,638	5,753,043
Sales Tax	21,513,125	20,371,495	21,096,881	725,386
Alcohol Beverage Taxes	397,447	423,048	423,048	-
Bingo Taxes	29,742	38,112	36,566	(1,546)
Franchise Tax	6,250,815	6,624,779	6,551,219	(73,560)
Total Taxes	65,277,653	64,822,029	71,225,352	6,403,323
Public Safety				
Police ^{(1) (2)}	279,009	273,708	312,172	38,464
Municipal Court ⁽²⁾	2,171,167	2,462,825	2,394,300	(68,525)
Fire	6,831,619	4,414,205	4,249,141	(165,064)
Fire Prevention	63,484	144,000	120,923	(23,077)
Total Public Safety	9,345,279	7,294,738	7,076,536	(218,202)
Public Works				
Engineering	1,785	1,825	1,785	(40)
Traffic Control	39,116	166,000	166,000	-
Street & Bridge	(7,666)	20,500	0	(20,500)
Total Public Works	33,235	188,325	167,785	(20,540)
Public Services				
Parks	24,969	33,750	34,000	250
Recreation	224,202	357,970	357,970	-
Swimming Pool	102,692	183,500	140,841	(42,659)
Nature Center	23,184	46,115	28,184	(17,931)
Total Public Services	375,047	621,335	560,995	(60,340)
Planning & Development Services				
Development Services	5,950	3,000	13,950	10,950
Planning	82,043	71,100	71,100	-
Permits & Inspections	928,153	889,000	929,000	40,000
Total Planning & Development Services	1,016,146	963,100	1,014,050	50,950
Neighborhood & Family Services				
Code Compliance	245,174	309,734	202,632	(107,102)
Animal Services	42,324	48,200	40,000	(8,200)
Total Neighborhood & Family Services	287,498	357,934	242,632	(115,302)

101 REVENUES CONTINUED:

Other Departmental Charges

Health Services	102,299	113,900	125,491	11,591
Construction Management	-	-	-	-
Legal & Real Estate	311,477	184,537	165,175	(19,362)
Crossing Guards ⁽¹⁾	135,611	-	-	-
Other Departmental charges	110,337	115,652	140,832	25,180
Other Departmental Charges	659,724	414,089	431,498	17,409

Other Revenue Sources

Interest	98,514	91,650	296,749	205,099
Administrative Charges (Indirect Cost)	3,532,938	3,686,719	3,681,178	(5,541)
Miscellaneous	113,931	55,424	59,830	4,406
Transfers In	763,062	862,119	949,820	87,701
Other Revenue Sources	4,508,445	4,695,912	4,987,577	291,665

Total General Fund Revenues \$ 81,503,027 \$ 79,357,462 \$ 85,706,425 \$ 6,348,963

101 EXPENDITURES:

Public Safety

Police	19,698,363	20,367,475	21,619,744	1,252,269
Traffic Safety	299,467	248,337	248,337	-
Municipal Court	1,956,163	2,278,856	2,479,446	200,590
Public Safety Communications	1,835,133	1,785,839	2,009,667	223,828
Fire	20,445,438	19,479,979	20,933,753	1,453,774
Fire Prevention	630,474	767,686	813,350	45,664
Total Public Safety	44,865,038	44,928,172	48,104,297	3,176,125

Public Works

Engineering	1,146,646	1,394,920	1,572,878	177,958
Operations Admin	286,196	244,154	250,650	6,496
Traffic/Signal Control	874,527	1,047,988	1,160,595	112,607
Street and Bridge	6,174,872	6,370,670	6,669,680	299,010
Street Lighting	886,111	1,118,829	1,118,829	-
Total Public Works	9,368,352	10,176,561	10,772,632	596,071

Public Services

Parks	3,080,443	3,599,570	3,922,217	322,647
Water Lily Garden	110,215	112,972	115,796	2,824
Recreation	665,436	933,357	970,898	37,541
Swimming Pool	141,205	183,500	174,221	(9,279)
Nature Center	99,200	122,967	129,428	6,461
Total Public Services	4,096,499	4,952,366	5,312,560	360,194

101 EXPENDITURES CONTINUED:

Planning & Development Services

Administration	686,446	543,082	601,916	58,834
Planning	277,106	310,064	349,472	39,408
GIS	331,646	366,196	394,629	28,433
Permits & Inspections	909,112	1,003,436	1,096,912	93,476
Total Planning & Development Services	2,204,310	2,222,778	2,442,929	220,151

Neighborhood & Family Services

Code Compliance	523,711	577,620	620,297	42,677
Animal Services	1,076,007	1,046,470	1,189,202	142,732
Social Services	385,441	298,212	304,812	6,600
Total Neighborhood & Family Services	1,985,159	1,922,302	2,114,311	192,009

Health Services

Nursing	72,047	156,746	171,909	15,163
Environmental Health	64,760	88,077	101,806	13,729
Administration	131,182	192,234	202,525	10,291
MHMR Contribution	55,500	55,500	80,500	25,000
Total Health Services	323,489	492,557	556,740	64,183

General Government

City Council	136,181	163,635	163,922	287
City Manager	775,854	853,056	908,316	55,260
Internal Auditor	87,936	76,581	92,456	15,875
Communications	172,182	190,147	207,314	17,167
City Clerk	246,269	293,352	314,048	20,696
Construction Management	110,198	117,029	125,351	8,322
Development Corporation	421,574	434,530	465,643	31,113
Total General Government	1,950,194	2,128,330	2,277,050	148,720

Administrative Services

City Attorney/Legal	737,244	723,190	790,130	66,940
Real Estate	185,061	178,442	175,968	(2,474)
Finance	1,705,572	1,882,579	2,058,132	175,553
Billing & Collections	807,064	784,353	841,707	57,354
Information Technology	654,401	802,078	839,604	37,526
Purchasing	201,401	235,139	262,086	26,947
Human Resources	2,442,821	2,732,988	2,954,061	221,073
Crossing Guards ⁽¹⁾	116,598	-	-	-
Facilities Maintenance	645,021	745,891	797,001	51,110
Non-Departmental ⁽²⁾	737,555	1,054,322	1,038,429	(15,893)
Lobbyist	-	25,000	25,000	-
Legal Notices	15,914	33,894	33,894	-
Total Administrative Services	8,248,652	9,197,876	9,816,012	618,136

101 EXPENDITURES CONTINUED:

Transfers Out

Grants	686,531	437,436	575,499	138,063
Capital	3,935,455	1,751,373	2,091,373	340,000
Debt Service	200,000	200,000	200,000	-
Other Funds	1,364,518	1,438,694	1,543,022	104,328
Total Transfers Out	6,186,504	3,827,503	4,409,894	582,391

Total General Fund Expenditures	\$ 79,228,197	\$ 79,848,445	\$ 85,806,425	\$ 5,957,980
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Increase/(Decrease) in Fund Balance ⁽³⁾	2,274,830	(490,983)	(100,000)	390,983
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Beginning Fund Balance	26,405,541	30,242,068	29,751,085	(490,983)
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Ending Fund Balance	\$ 28,680,371	\$ 29,751,085	\$ 29,651,085	\$ (100,000)
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⁽¹⁾ Revenues and expenditures restricted by State/Federal Statutes were moved to a new fund (602) as recommended by best practices in FY22.

⁽²⁾ Non-departmental includes legal notices, the Concho Valley Transit District contract, and Civil Service Leave Payoffs.

⁽³⁾ In FY22 there was a planned use of fund balance, generated from FY21 marginal sales tax, for the implementation of a competitive wage program.

⁽³⁾ In FY23 there was a planned use of fund balance, generated from FY22 marginal sales tax, for a one-time funding increase for capital equipment replacement.

General Debt Service Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
105 REVENUES:				
Current Taxes	4,948,691	5,059,486	6,726,247	1,666,761
Delinquent Taxes	66,465	55,000	55,000	-
Transfers In	2,916,094	2,915,394	2,915,600	206
Interest	9,127	6,939	22,621	15,682
Total Revenues	\$ 7,940,377	\$ 8,036,819	\$ 9,719,468	\$ 1,682,649
105 EXPENSES:				
Principal on Debt	4,675,000	5,020,000	4,775,000	(245,000)
Interest on Debt	2,946,002	2,650,569	3,173,975	523,406
Issue Costs	13,411	216,250	1,620,493	1,404,243
Total Expenditures	\$ 7,634,413	\$ 7,886,819	\$ 9,569,468	\$ 1,682,649
Revenues Over/ (Under) Expenditures ⁽¹⁾	305,964	150,000	150,000	-
Beginning Fund Balance	1,675,359	1,981,323	2,131,323	150,000
Ending Fund Balance	\$ 1,981,323	\$ 2,131,323	\$ 2,281,323	\$ 150,000

⁽¹⁾ There was a planned contribution to fund balance in FY22 for the repayment of debt from the Airport Passenger Facility Fund.

Street Infrastructure Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>533 REVENUES:</u>				
Current Taxes	-	324,326	400,489	76,163
Interest	-	-	1,784	1,784
Total Revenues	\$ -	\$ 324,326	\$ 402,273	\$ 77,947
<u>533 EXPENSES:</u>				
Street Improvements	-	324,326	402,273	77,947
Total Expenditures	\$ -	\$ 324,326	\$ 402,273	\$ 77,947
Revenues Over/ (Under) Expenditures	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

This is a new fund created in FY22 for the \$0.006 per \$100 of assessed valuation in property tax that City Council dedicated

TIRZ Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>106 REVENUES:</u>				
Downtown Property Tax	457,941	437,024	543,340	106,316
North Property Tax	708,302	705,369	776,674	71,305
Interest	1,512	1,814	16,439	14,625
Total Revenues	\$ 1,167,755	\$ 1,144,207	\$ 1,336,453	\$ 192,246
<u>106 EXPENSES:</u>				
Downtown Projects	962,045	218,512	271,670	53,158
North Projects	293,223	707,183	793,113	85,930
Total Expenditures	\$ 1,255,268	\$ 925,695	\$ 1,064,783	\$ 139,088
Revenues Over/ (Under) Expenditures ⁽¹⁾	(87,513)	218,512	271,670	53,158
Beginning Fund Balance	2,533,588	2,446,075	2,664,587	218,512
Ending Fund Balance	\$ 2,446,075	\$ 2,664,587	\$ 2,936,257	\$ 271,670

⁽¹⁾In FY21 and FY22, there is a planned contribution to fund balance for the Downtown's portion of the Chadbourne Street Improvement Project.

General Equipment Replacement Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
501 REVENUES:				
Transfers In	1,371,356	1,501,373	1,999,373	498,000
Sale of Fixed Assets	99,406	65,000	65,000	-
Interest	3,692	-	-	-
Other	179,302	40,000	40,000	-
Total Revenue	\$ 1,653,756	\$ 1,606,373	\$ 2,104,373	\$ 498,000
501 EXPENSES:				
Fleet Services	-	-	-	-
Engineering	0	-	-	-
Traffic Control	36,800	-	-	-
Street & Bridge	61,783	199,343	199,343	-
Parks	51,927	-	-	-
Police	688,635	-	-	-
Police Body Cameras	336,378	50,000	50,000	-
Fire	75,625	-	-	-
Ambulance	251,048	230,000	270,000	40,000
Capital ⁽¹⁾	-	1,127,030	1,585,030	458,000
Other Vehicles & Equipment	56,920	-	-	-
Total Expenditures	\$ 1,559,116	\$ 1,606,373	\$ 2,104,373	\$ 498,000
Revenues Over/ (Under) Expenditures	94,640	-	-	-
Beginning Fund Balance	1,511,255	1,605,895	1,605,895	-
Ending Fund Balance	\$ 1,605,895	\$ 1,605,895	\$ 1,605,895	\$ -

⁽¹⁾All unobligated funds are placed in this line, then allocated as needed throughout the year.

General Capital Projects Fund

Financial Summary

Description	FY21 Actual	FY22 Revised Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
502 REVENUES:				
Transfers In	3,423,373	1,963,757	616,031	(1,347,726)
Interest	425	-	-	-
Other	(202,890)	-	-	-
Total Revenue	\$ 3,220,908	\$ 1,963,757	\$ 616,031	\$ (1,347,726)
502 EXPENSES:				
Gateway Signage Project	126,732	81,341	-	(81,341)
Chadbourne Improvement Porject	2,145,277	347,001	-	(347,001)
Emergency Street Repairs	769,453	230,547	-	(230,547)
Stormwater Improvements	-	21,646	-	(21,646)
Tree Irrigation	12,093	69,563	-	(69,563)
River Bank Stabilization	-	834,525	-	(834,525)
Sunken Garden	-	15,160	-	(15,160)
Texas Bank Sports Complex	26,808	0	-	-
29th St Sports Complex	-	1,566,654	-	(1,566,654)
Fort Concho	-	729,361	-	(729,361)
Animal Services Improvements	-	189,917	-	(189,917)
Fire Station	32,992	74,288	-	(74,288)
Fire Truck Replacement	2,549	1,285,732	250,000	(1,035,732)
Fire Mobile Data Terminals	4,100	49,566	-	(49,566)
Fire Bunker Gear Program	-	-	366,031	0
Transfers Out	247,510	405,935	-	(405,935)
Total Expenditures	\$ 3,367,514	\$ 5,901,236	\$ 616,031	\$ (5,651,236)
Revenues Over/ (Under) Expenditures	(146,606)	(3,937,479)	-	3,080,363
Beginning Fund Balance	5,921,691	5,302,518	1,365,039	(4,410,046)
Ending Fund Balance	\$ 5,775,085	\$ 1,365,039	\$ 1,365,039	\$ (1,329,683)

⁽¹⁾Reporting amended budget due to numerous multi-year projects.

Water Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>260 REVENUES:</u>				
Water Sales	30,590,589	29,307,165	30,590,696	1,283,531
Taps and Connections	435,830	377,700	377,700	-
Other	2,347,297	200,713	200,713	-
Lake Use Revenues	319,974	391,794	416,794	25,000
Customer Service & Collections	2,711,723	2,423,227	2,467,742	44,515
Transfers In	1,152,411	1,218,633	1,327,141	108,508
Interest	94,654	105,892	360,072	254,180
Total Revenues	\$ 37,652,478	\$ 34,025,124	\$ 35,740,858	\$ 1,715,734
<u>260 EXPENSES:</u>				
Personnel	5,994,769	7,225,794	8,355,110	1,129,316
Operations & Maintenance	7,549,323	9,098,396	9,898,345	799,949
Legal Notices	1,107	5,000	5,000	-
Lobbying	-	750	750	-
Transfers Out	14,147,120	10,149,596	10,213,080	63,484
Capital	432,263	7,545,588	7,268,573	(277,015)
Total Expenses	\$ 28,124,582	\$ 34,025,124	\$ 35,740,858	\$ 1,715,734
Revenues Over/ (Under) Expenditures	9,527,896	-	-	-
Beginning Fund Balance	24,037,098	33,564,994	33,564,994	-
Ending Fund Balance	\$ 33,564,994	\$ 33,564,994	\$ 33,564,994	\$ -

Water Debt Service Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>261 REVENUES:</u>				
Development Corporation	2,900,000	2,900,000	2,900,000	-
Transfers In	10,767,518	6,804,938	6,751,308	(53,630)
Interest	650	527	6,292	5,765
Total Revenues	\$ 13,668,168	\$ 9,705,465	\$ 9,657,600	\$ (47,865)
<u>261 EXPENSES:</u>				
Debt Service	13,662,803	9,705,465	9,657,600	(47,865)
Total Expenses	\$ 13,662,803	\$ 9,705,465	\$ 9,657,600	\$ (47,865)
Revenues Over/ (Under) Expenditures	5,365	-	-	-
Beginning Fund Balance	1,013,347	1,018,712	1,018,712	-
Ending Fund Balance	\$ 1,018,712	\$ 1,018,712	\$ 1,018,712	\$ -

Water Capital Projects Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
512 REVENUES:				
Water Sales	4,937,337	4,687,870	4,687,870	-
Transfers In	62,819	200,000	200,000	-
Interest	32,098	44,956	169,057	124,101
Total Revenues	\$ 5,032,254	\$ 4,932,826	\$ 5,056,927	\$ 124,101
512 EXPENSES:				
Capital Improvements	75,205	4,474,432	4,590,533	116,101
Franchise Fee	246,867	234,394	234,394	-
Lobbying	15,250	24,000	32,000	8,000
Transfers Out	-	-	-	-
Contract Services	5,683	200,000	200,000	-
Total Expenses	\$ 343,005	\$ 4,932,826	\$ 5,056,927	\$ 124,101
Revenues Over/ (Under) Expenditures	4,689,249	-	-	-
Beginning Fund Balance	11,379,225	16,068,474	16,068,474	-
Ending Fund Balance	\$ 16,068,474	\$ 16,068,474	\$ 16,068,474	\$ -

Lake Nasworthy Trust Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
640 REVENUES:				
Lot Sales	-	776,000	900,000	124,000
Lake Lease Income	50,445	50,800	60,000	9,200
Interest	2,328	2,025	47,908	45,883
Total Revenues	\$ 52,773	\$ 828,825	\$ 1,007,908	\$ 179,083
640 EXPENSES:				
Professional Services	9,800	50,000	50,000	-
Transfers Out	2,095	1,823	43,117	41,294
Total Expenditures	\$ 11,895	\$ 51,823	\$ 93,117	\$ 41,294
Revenues Over/ (Under) Expenditures	40,878	777,002	914,791	137,789
Beginning Fund Balance	2,542,844	2,583,722	3,360,724	777,002
Ending Fund Balance	\$ 2,583,722	\$ 3,360,724	\$ 4,275,515	\$ 914,791

Water Reclamation Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>270 REVENUES:</u>				
Water Reclamation Charges	15,370,493	15,086,996	15,086,996	-
Farm Use Revenues	290,623	242,655	244,538	1,883
Paving Cuts	83,300	62,500	75,000	12,500
Taps and Connections	31,300	20,250	25,500	5,250
Other	54,772	20,000	20,000	-
Interest	80,080	63,896	228,022	164,126
Total Revenues	\$ 15,910,568	\$ 15,496,297	\$ 15,680,056	\$ 183,759
<u>270 EXPENSES:</u>				
Personnel	2,346,356	2,527,321	2,842,377	315,056
Operations & Maintenance	2,956,385	3,011,178	3,171,703	160,525
Legal Notices	176	5,000	5,000	-
Transfers Out	6,131,776	4,341,700	4,392,355	50,655
Capital	578,308	5,611,098	5,268,621	(342,477)
Total Expenses	\$ 12,013,001	\$ 15,496,297	\$ 15,680,056	\$ 183,759
Revenues Over/ (Under) Expenditures	3,897,567	-	-	-
Beginning Fund Balance	16,830,857	20,728,424	20,728,424	-
Ending Fund Balance	\$ 20,728,424	\$ 20,728,424	\$ 20,728,424	\$ -

Water Reclamation Debt Service Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>271 REVENUES:</u>				
Transfers In	3,895,365	2,127,676	2,083,035	(44,641)
Interest	1,563	1,168	3,022	1,854
Total Revenues	\$ 3,896,928	\$ 2,128,844	\$ 2,086,057	\$ (42,787)
<u>271 EXPENSES:</u>				
Debt Service	3,902,323	2,128,844	2,086,057	(42,787)
Total Expenses	\$ 3,902,323	\$ 2,128,844	\$ 2,086,057	\$ (42,787)
Revenues Over/ (Under) Expenditures	(5,395)	-	-	-
Beginning Fund Balance	280,121	274,726	274,726	-
Ending Fund Balance	\$ 274,726	\$ 274,726	\$ 274,726	\$ -

Water Reclamation Capital Projects Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>520 REVENUES:</u>				
Water Reclamation Charges	1,822,519	1,727,496	1,801,201	73,705
Interest	25,490	19,464	97,991	78,527
Transfer From Development Corp.	-	-	-	-
Total Revenues	\$ 1,848,009	\$ 1,746,960	\$ 1,899,192	\$ 152,232
<u>520 EXPENSES:</u>				
Capital Projects	618,022	1,660,585	1,809,132	148,547
Franchise Fee	91,126	86,375	90,060	3,685
Transfers Out	-	-	-	-
Total Expenses	\$ 709,148	\$ 1,746,960	\$ 1,899,192	\$ 152,232
Revenues Over/ (Under) Expenditures	1,138,861	-	-	-
Beginning Fund Balance	16,670,066	17,808,927	17,808,927	-
Ending Fund Balance	\$ 17,808,927	\$ 17,808,927	\$ 17,808,927	\$ -

Solid Waste Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>230 REVENUES:</u>				
Landfill Fees	1,635,705	1,438,040	1,488,282	50,242
Leases	613,350	616,885	620,541	3,656
Interest	21,735	20,230	59,339	39,109
Other	35,480	-	-	-
Total Revenues	\$ 2,306,270	\$ 2,075,155	\$ 2,168,162	\$ 93,007
<u>230 EXPENSES:</u>				
Personnel	213,635	239,590	269,640	30,050
Operations & Maintenance	658,865	1,218,633	1,091,566	(127,067)
Legal Notices	208	300	300	-
Transfers Out	629,641	615,301	670,636	55,335
Capital	7,883	1,331	136,020	134,689
Total Expenditures	\$ 1,510,232	\$ 2,075,155	\$ 2,168,162	\$ 93,007
Revenues Over/ (Under) Expenditures ⁽¹⁾	796,038	-	-	-
Beginning Fund Balance	4,864,572	5,660,610	5,660,610	-
Ending Fund Balance	\$ 5,660,610	\$ 5,660,610	\$ 5,660,610	\$ -

Stormwater Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>240 REVENUES:</u>				
Stormwater Fee	2,967,019	2,898,000	2,898,000	-
Transfers In	95,000	135,000	135,000	-
Interest	10,650	12,047	38,766	26,719
Other	304,010	60,000	60,000	-
Total Revenues	\$ 3,376,679	\$ 3,105,047	\$ 3,131,766	\$ 26,719
<u>240 EXPENSES:</u>				
Personnel	1,215,418	1,380,006	1,580,480	200,474
Operations & Maintenance	574,856	723,943	815,663	91,720
Legal Notices	-	500	500	-
Transfers Out	405,859	385,526	371,033	(14,493)
Capital	40,068	615,072	364,090	(250,982)
Total Expenses	\$ 2,236,201	\$ 3,105,047	\$ 3,131,766	\$ 26,719
Revenues Over/ (Under) Expenditures	1,140,478	-	-	-
Beginning Fund Balance	3,273,810	4,414,288	4,414,288	-
Ending Fund Balance	\$ 4,414,288	\$ 4,414,288	\$ 4,414,288	\$ -

Airport Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>220 REVENUES:</u>				
Leases/Rentals	971,218	1,129,404	1,300,885	171,481
Concessions	312,449	239,245	349,038	109,793
Landing Fees	68,258	87,414	68,075	(19,339)
Transfers In	966,512	-	-	-
Interest	1,370	2,115	11,085	8,970
Other	29,854	54,411	38,096	(16,315)
Total Revenues	\$ 2,349,661	\$ 1,512,589	\$ 1,767,179	\$ 254,590
<u>220 EXPENSES:</u>				
Personnel	(8,366)	819,406	906,752	87,346
Operations & Maintenance	376,655	530,591	691,042	160,451
Legal Notices	3,222	3,000	5,000	2,000
Transfers Out	143,707	159,592	164,385	4,793
Capital	11,730	-	-	-
Total Expenses	\$ 526,948	\$ 1,512,589	\$ 1,767,179	\$ 254,590
Revenues Over/ (Under) Expenditures	1,822,713	-	-	-
Beginning Fund Balance	(381,473)	1,441,240	1,441,240	-
Ending Fund Balance	\$ 1,441,240	\$ 1,441,240	\$ 1,441,240	\$ -

Airport Passenger Facility Charges (PFC) Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>529 REVENUES:</u>				
Passenger Facility Charges	208,183	283,554	276,618	(6,936)
Interest	5,928	3,410	8,716	5,306
Total Revenues	\$ 214,111	\$ 286,964	\$ 285,334	\$ (1,630)
<u>529 EXPENSES:</u>				
Transfer to Capital Fund	76,008	-	-	-
Debt Service	150,000	150,000	150,000	-
Miscellaneous	(1,582)	136,964	135,334	(1,630)
Total Expenses	\$ 224,426	\$ 286,964	\$ 285,334	\$ (1,630)
Revenues Over/ (Under) Expenditures	(10,315)	-	-	-
Beginning Fund Balance	943,478	933,163	933,163	-
Ending Fund Balance	\$ 933,163	\$ 933,163	\$ 933,163	\$ -

State Office Buildings Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>201 REVENUES:</u>				
Rental Income	1,183,052	1,188,404	1,192,030	3,626
Interest	1,582	1,079	5,263	4,184
Other	-	50,000	50,000	-
Total Revenues	\$ 1,184,634	\$ 1,239,483	\$ 1,247,293	\$ 7,810
<u>201 EXPENSES:</u>				
Personnel	121,828	132,307	137,954	5,647
Operations & Maintenance	633,860	709,815	740,287	30,472
Debt Service	153,506	72,154	67,356	(4,798)
Transfers Out	18,821	20,627	22,494	1,867
Capital	87,291	304,580	279,202	(25,378)
Total Expenditures	\$ 1,015,306	\$ 1,239,483	\$ 1,247,293	\$ 7,810
Revenues Over/ (Under) Expenditures	169,328	-	-	-
Beginning Fund Balance	421,113	590,441	590,441	-
Ending Fund Balance	\$ 590,441	\$ 590,441	\$ 590,441	\$ -

Texas Bank Sports Complex Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>203 REVENUES:</u>				
Program Fees	40,828	105,000	105,000	-
Transfers In	758,654	784,043	826,569	42,526
Interest	3,852	1,258	6,372	5,114
Other	63,806	79,700	79,700	-
Total Revenues	\$ 867,140	\$ 970,001	\$ 1,017,641	\$ 47,640
<u>203 EXPENSES:</u>				
Personnel	345,280	414,868	460,964	46,096
Operations & Maintenance	433,635	555,133	556,677	1,544
Legal Notices	-	-	-	-
Total Expenses	\$ 821,622	\$ 970,001	\$ 1,017,641	\$ 47,640
Revenues Over/ (Under) Expenditures	45,518	-	-	-
Beginning Fund Balance	654,598	700,116	700,116	-
Ending Fund Balance	\$ 700,116	\$ 700,116	\$ 700,116	\$ -

Civic Events Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
410 REVENUES:				
Hotel Occupancy Tax (Transfer In)	925,818	1,008,050	1,008,050	-
Facility Use Fee ⁽¹⁾	127,172	115,000	136,500	21,500
Coliseum Revenue	71,540	111,500	111,500	-
Auditorium Revenue	-	-	-	-
Convention Center Revenue	72,881	177,500	148,500	(29,000)
River Stage Revenue	21,601	14,500	28,500	14,000
Pavilion Revenue	6,219	11,500	11,500	-
Pecan Creek Revenue	3,609	5,000	7,500	2,500
Interest	8,572	4,598	13,290	8,692
Other	28,913	80,000	65,000	(15,000)
Total Revenues	\$ 1,266,325	\$ 1,527,648	\$ 1,530,340	\$ 2,692
410 EXPENSES:				
Personnel	722,159	809,793	837,187	27,394
Operations & Maintenance	396,860	461,795	418,245	(43,550)
Legal Notices	0	-	-	-
Transfers Out	109,321	141,060	138,408	(2,652)
Capital	174,942	-	-	-
Total Expenditures	\$ 1,403,282	\$ 1,412,648	\$ 1,393,840	\$ (18,808)
Restricted Revenue ⁽¹⁾	127,172	115,000	136,500	21,500
Revenues Over/ (Under) Expenditures	(264,129)	-	-	-
Beginning Fund Balance	1,501,584	1,237,455	1,352,455	115,000
Ending Fund Balance	\$ 1,237,455	\$ 1,352,455	\$ 1,488,955	\$ 136,500

Fort Concho Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>420 REVENUES:</u>				
Rent & Programs	569,268	649,750	665,750	16,000
General Fund Transfer In	425,388	455,432	506,331	50,899
Other Transfers In	50,000	50,000	50,000	-
Interest	1,823	1,475	8,317	6,842
Other	16,010	16,450	15,150	(1,300)
Total Revenues	\$ 1,062,489	\$ 1,173,107	\$ 1,245,548	\$ 72,441
<u>420 EXPENSES:</u>				
Personnel	661,052	779,015	855,200	76,185
Operations & Maintenance	582,200	391,092	387,348	(3,744)
Capital	-	3,000	3,000	-
Total Expenditures	\$ 1,243,252	\$ 1,173,107	\$ 1,245,548	\$ 72,441
Revenues Over/ (Under) Expenditures	(180,763)	-	-	-
Beginning Fund Balance	1,209,650	1,028,887	1,028,887	-
Ending Fund Balance	\$ 1,028,887	\$ 1,028,887	\$ 1,028,887	\$ -

Fairmount Cemetery Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>440 REVENUES:</u>				
Charges for Service	379,646	283,050	312,800	29,750
Columbarium	20,670	30,000	30,000	-
Trust Income	40,634	50,000	50,000	-
General Fund Transfer In	135,476	114,219	125,122	10,903
Interest	-	-	1,361	1,361
Other	-	5,000	5,000	-
Total Revenues	\$ 576,426	\$ 482,269	\$ 524,283	\$ 42,014
<u>440 EXPENSES:</u>				
Personnel	300,679	305,915	347,029	41,114
Operations & Maintenance	131,701	146,354	147,254	900
Legal Notices	-	-	-	-
Columbarium	9,244	30,000	30,000	-
Capital	-	-	-	-
Total Expenditures	\$ 441,624	\$ 482,269	\$ 524,283	\$ 42,014
Revenues Over/ (Under) Expenditures	134,802	-	-	-
Beginning Fund Balance	31,680	166,482	166,482	-
Ending Fund Balance	\$ 166,482	\$ 166,482	\$ 166,482	\$ -

Intergovernmental Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>103 REVENUES:</u>				
CARES Act	4,390,936	-	-	-
Historic District Grant	18,369	-	-	-
Transportation Grant	243,885	229,541	248,177	18,636
Rapid Rehousing	75,543	-	-	-
Continuum of Care Program	197,919	-	-	-
Streets Grant	1,098,110	-	-	-
Airport Grants	50,000	50,000	50,000	-
Law Enforcement Reimbursement	23,846	-	-	-
Park Improvement Grants	546,584	-	-	-
Nutrition Program Revenue	132,888	158,945	158,945	-
Health Department Grants	372,160	222,940	222,940	-
Women, Infant, and Children Program	872,070	895,982	946,256	50,274
1115 Waiver	141,068	95,000	0	(95,000)
Police Grants	1,247,115	240,467	92,654	(147,813)
Fire Grants	356,024	67,891	-	(67,891)
Emergency Management Grant	33,600	193,306	157,374	(35,932)
Transfers In	984,041	487,436	625,499	138,063
Total Revenue	\$ 10,784,158	\$ 2,641,508	\$ 2,501,845	\$ (139,663)

103 EXPENSES:

Historic District Grant	29,765	-	-	-
Transportation Grant	252,672	228,541	247,177	18,636
Rapid Rehousing	62,126	-	-	-
Continuum of Care	192,850	-	-	-
Streets Grant	1,652,828	-	-	-
Airport Grants	123,846	100,000	100,000	-
Park Improvement Grants	251,640	-	-	-
Nutrition Program	251,373	281,519	305,356	23,837
Health Department Grants	416,574	233,291	233,291	-
Women, Infant, and Children Program	872,462	895,982	946,256	50,274
1115 Waiver	69,966	95,000	-	(95,000)
Police Grants	515,516	357,358	415,597	58,239
Fire Grants	769,706	203,134	-	(203,134)
Emergency Management Grant	154,660	245,183	252,668	7,485
Legal Notices	1,632	1,500	1,500	-
Total Expenditures	\$ 5,617,616	\$ 2,641,508	\$ 3,025,876	\$ 384,368
Revenues Over/ (Under) Expenditures ⁽¹⁾	5,166,542	-	(524,031)	(524,031)
Beginning Fund Balance	3,863,209	9,029,751	9,029,751	-
Ending Fund Balance	\$ 9,029,751	\$ 9,029,751	\$ 8,505,720	\$ (524,031)

⁽¹⁾In FY23, there is a planned use of fund balance for the Fire Department's Bunker Gear Replacement Program.

Community Development Block Grant Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>453 REVENUES:</u>				
Grant Income	882,452	706,269	686,943	(19,326)
Rehab Loans	1,156	-	-	-
Other	19,417	-	-	-
Total Revenues	\$ 903,025	\$ 706,269	\$ 686,943	\$ (19,326)
<u>453 EXPENSES:</u>				
Personnel	211,563	250,254	257,408	7,154
Legal Notices	2,342	3,300	2,540	(760)
Operations and Maintenance	139,338	136,600	133,711	(2,889)
Capital	218,320	115,000	110,843	(4,157)
Transfers Out	315,916	132,365	112,441	(19,924)
Atmos Grant	5,999	23,750	25,000	1,250
Code Enforcement	-	-	45,000	45,000
CCVA	-	-	-	-
MHMR Special Program	-	-	-	-
Emergency Incidents	17,020	-	-	-
CARES Act	14,509	-	-	-
Total Expenditures	\$ 925,007	\$ 661,269	\$ 686,943	\$ 25,674
Revenues Over/ (Under) Expenditures	(21,982)	45,000	-	(45,000)
Beginning Fund Balance	208,095	186,113	231,113	45,000
Ending Fund Balance	\$ 186,113	\$ 231,113	\$ 231,113	\$ -

HOME Program Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
483 REVENUES:				
Grant Income	141,874	306,605	337,050	30,445
Loan Payments	-	-	-	-
Sale of Property	35,207	38,412	38,412	-
Other	22,601	30,135	30,135	-
Total Revenues	\$ 199,682	\$ 375,152	\$ 405,597	\$ 30,445
483 EXPENSES:				
Administration	132,493	96,907	104,116	7,209
Legal Notices	1,342	2,300	2,300	-
MHMR Contribution	32,997	75,000	60,000	(15,000)
Homebuyers Assistance	-	60,945	54,181	(6,764)
Galilee CDC	80,001	140,000	185,000	45,000
Bradford Storm Repairs	202,086	-	-	-
Total Expenditures	\$ 448,919	\$ 375,152	\$ 405,597	\$ 30,445
Revenues Over/ (Under) Expenditures	(249,237)	-	-	-
Beginning Fund Balance	428,710	179,473	179,473	-
Ending Fund Balance	\$ 179,473	\$ 179,473	\$ 179,473	\$ -

Designated Revenue Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
601 REVENUES:				
Donations	91,397	115,050	124,600	9,550
Riverfest	-	30,000	30,000	-
Auditorium	19,282	-	-	-
Interest	1,206	897	-	(897)
Total Revenue	\$ 111,885	\$ 145,947	\$ 154,600	\$ 8,653
601 EXPENSES:				
Departmental Projects	63,289	115,947	124,600	8,653
Riverfest	-	30,000	30,000	-
Total Expenditures	\$ 63,289	\$ 145,947	\$ 154,600	\$ 8,653
Revenues Over/ (Under) Expenditures	48,596	-	-	-
Beginning Fund Balance	218,145	266,741	266,741	-
Ending Fund Balance	\$ 266,741	\$ 266,741	\$ 266,741	\$ -

Restricted Revenue Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
602 REVENUES:				
PEG Fees	176,581	250,000	250,000	-
Municipal Court	235,457	261,100	299,050	37,950
Crossing Guards	-	132,463	148,763	16,300
Police	27,757	54,000	43,500	(10,500)
Fire Prevention	640	1,000	1,000	-
Interest	-	-	-	-
Total Revenue	\$ 440,435	\$ 698,563	\$ 742,313	\$ 43,750
602 EXPENSES:				
Public Information	180,733	250,000	250,000	-
Municipal Court	197,782	261,100	299,050	37,950
Crossing Guards	-	132,463	148,763	16,300
Police	236,007	54,000	43,500	(10,500)
Fire Prevention	30	1,000	1,000	-
Total Expenditures	\$ 614,552	\$ 698,563	\$ 742,313	\$ 43,750
Revenues Over/ (Under) Expenditures	(174,117)	-	-	-
Beginning Fund Balance	1,961,504	1,787,387	1,787,387	-
Ending Fund Balance	\$ 1,787,387	\$ 1,787,387	\$ 1,787,387	\$ -

Hotel Occupancy Tax Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
605 REVENUES:				
Hotel Occupancy Tax	2,605,469	2,332,761	2,652,524	319,763
Interest	5,709	3,603	18,234	14,631
Total Revenues	\$ 2,611,178	\$ 2,336,364	\$ 2,670,758	\$ 334,394
605 EXPENSES:				
San Angelo Performing Arts Center	50,000	50,000	50,000	-
Destination Marketing Organization	827,264	965,000	953,750	(11,250)
San Angelo Cultural Affairs Council	75,000	75,000	75,000	-
Downtown San Angelo	37,500	37,500	62,500	25,000
San Angelo Museum of Fine Arts	50,000	50,000	50,000	-
Water Lily Garden	-	-	25,000	25,000
Art in Uncommon Places	-	-	25,000	25,000
Transfer to Fort Concho	50,000	50,000	50,000	-
Transfer to Civic Events	925,818	1,008,050	1,008,050	-
Transfer to Sports Complex	50,000	50,000	50,000	-
Audit Fees	-	-	-	-
Total Expenses	\$ 2,065,582	\$ 2,285,550	\$ 2,349,300	\$ 63,750
Revenues Over/ (Under) Expenditures	545,596	50,814	321,458	270,644
Beginning Fund Balance	1,088,383	1,633,979	1,684,793	50,814
Ending Fund Balance	\$ 1,633,979	\$ 1,684,793	\$ 2,006,251	\$ 321,458

Keep San Angelo Beautiful Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
625 REVENUES:				
Donations	-	-	-	-
Transfers From Solid Waste	65,000	65,000	110,000	45,000
Total Revenues	\$ 65,000	\$ 65,000	\$ 110,000	\$ 45,000
625 EXPENSES:				
Personnel	63,645	65,000	88,712	23,712
Operations & Maintenance	342	-	12,063	12,063
Capital	-	-	9,225	9,225
Total Expenses	\$ 63,987	\$ 65,000	\$ 110,000	\$ 45,000
Revenues Over/ (Under) Expenditures	1,013	-	-	-
Beginning Fund Balance	19,401	20,414	20,414	-
Ending Fund Balance	\$ 20,414	\$ 20,414	\$ 20,414	\$ -

Fleet Services Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
301 REVENUES:				
Gas and Oil ⁽¹⁾	1,446,344	2,201,056	3,024,356	823,300
Materials & Labor	2,401,385	2,760,280	2,916,449	156,169
Rent	120,000	120,000	120,000	-
Interest	4,161	1,413	13,948	12,535
Other	252,089	16,256	15,236	(1,020)
Total Revenues	\$ 4,223,979	\$ 5,099,005	\$ 6,089,989	\$ 990,984
301 EXPENSES:				
Personnel	825,546	972,234	1,049,586	77,352
Operations & Maintenance	2,842,530	4,070,130	4,892,584	822,454
Legal Notices	979	1,000	500	(500)
Capital	3,811	55,641	147,319	91,678
Total Expenses	\$ 3,672,866	\$ 5,099,005	\$ 6,089,989	\$ 990,984
Revenues Over/ (Under) Expenditures	551,113	-	-	-
Beginning Fund Balance	719,640	1,270,753	1,270,753	-
Ending Fund Balance	\$ 1,270,753	\$ 1,270,753	\$ 1,270,753	\$ -

⁽¹⁾In years when gas and oil prices are low, the Fleet Services Fund realized savings in that area, therefore, the corresponding revenue is also down.

Communications Service Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
305 REVENUES:				
Radio	122,380	145,903	138,840	(7,063)
Voice Over IP	405,876	438,386	452,036	13,650
Internet	-	-	-	-
Cell Phones	359,383	372,862	372,000	(862)
Interest	1,476	650	2,452	1,802
Total Revenues	\$ 889,115	\$ 957,801	\$ 965,328	\$ 7,527
305 EXPENSES:				
Radio	121,113	136,105	135,423	(682)
Voice Over IP	343,606	377,729	383,470	5,741
Internet	-	-	-	-
Cell Phones	300,708	372,862	373,337	475
Capital	43,347	71,105	73,098	1,993
Total Expenses	\$ 808,774	\$ 957,801	\$ 965,328	\$ 7,527
Revenues Over/ (Under) Expenditures	80,341	-	-	-
Beginning Fund Balance	183,264	263,605	263,605	-
Ending Fund Balance	\$ 263,605	\$ 263,605	\$ 263,605	\$ -

Health Insurance Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
310 REVENUES:				
Clinic Revenue	96,804	104,000	105,257	1,257
Self Insurance Revenue	9,970,341	10,251,278	10,111,284	(139,994)
Interest	5,281	5,328	15,419	10,091
Total Revenues	\$ 10,072,426	\$ 10,360,606	\$ 10,231,960	\$ (128,646)
310 EXPENSES:				
Personnel	166,284	181,656	245,619	63,963
Operations & Maintenance	1,859,015	2,612,426	2,351,114	(261,312)
Legal Notices	0	300	300	-
Self Insurance Claims Liability	7,978,810	7,563,724	7,631,990	68,266
Capital	1,935	2,500	2,937	437
Total Expenses	\$ 10,006,044	\$ 10,360,606	\$ 10,231,960	\$ (128,646)
Revenues Over/ (Under) Expenditures	66,382	-	-	-
Beginning Fund Balance	1,335,324	1,401,706	1,401,706	-
Ending Fund Balance	\$ 1,401,706	\$ 1,401,706	\$ 1,401,706	\$ -

Property/Casualty Insurance Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>320 REVENUES:</u>				
Premium Contributions	800,970	1,005,917	1,769,998	764,081
Special Event Insurance	-	-	-	-
Insurance Proceeds	3,893,884	67,500	121,484	53,984
Interest	3,218	2,772	6,663	3,891
Total Revenues	\$ 4,698,072	\$ 1,076,189	\$ 1,898,145	\$ 821,956
<u>320 EXPENSES:</u>				
Personnel	187,673	188,629	203,816	15,187
Prior Year Indemnity	244,869	50,000	-	(50,000)
Claims	306,599	209,642	-	(209,642)
Insurance Premiums	606,915	597,173	1,126,309	529,136
Claims Management	40,941	29,645	25,560	(4,085)
Special Projects/Other	3,491,265	1,100	539,460	538,360
Capital	599	-	3,000	3,000
Total Expenses	\$ 4,878,861	\$ 1,076,189	\$ 1,898,145	\$ 821,956
Revenues Over/ (Under) Expenditures	(180,789)	-	-	-
Beginning Fund Balance	1,310,866	1,130,077	1,130,077	-
Ending Fund Balance	\$ 1,130,077	\$ 1,130,077	\$ 1,130,077	\$ -

Workers' Compensation Insurance Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>330 REVENUES:</u>				
Premium Contributions	1,387,356	1,313,320	1,395,622	82,302
Insurance Proceeds	11,371	102	2,258	2,156
Interest	7,189	9,468	26,499	17,031
Total Revenues	\$ 1,405,916	\$ 1,322,890	\$ 1,424,379	\$ 101,489
<u>330 EXPENSES:</u>				
Personnel	204,163	238,634	232,799	(5,835)
Operations & Maintenance	37,425	54,534	133,041	78,507
Claims	477,775	806,967	806,967	-
Insurance Premiums	196,062	222,755	251,572	28,817
Total Expenses	\$ 915,425	\$ 1,322,890	\$ 1,424,379	\$ 101,489
Revenues Over/ (Under) Expenditures	490,491	-	-	-
Beginning Fund Balance	1,918,389	2,408,880	2,408,880	-
Ending Fund Balance	\$ 2,408,880	\$ 2,408,880	\$ 2,408,880	\$ -

Development Corp: Economic Development Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>700 REVENUES:</u>				
Sales Tax	3,011,838	2,852,009	2,934,328	82,319
Other Revenue	692,929	10	1,713	1,703
Interest	(7,948)	9,464	54,570	45,106
Transfers In	47,129	-	-	-
Total Revenues	\$ 3,743,948	\$ 2,861,483	\$ 2,990,611	\$ 129,128
<u>700 EXPENSES:</u>				
Personnel	421,578	434,530	465,643	31,113
Operations & Maintenance	4,455,687	826,471	829,714	3,243
Legal Notices	3,036	5,500	6,000	500
Lobbying	87,297	91,297	91,297	-
Unassigned Projects	5,824	1,503,685	1,597,957	94,272
Total Expenditures	\$ 4,973,422	\$ 2,861,483	\$ 2,990,611	\$ 129,128
Revenues Over/ (Under) Expenditures	(1,229,474)	-	-	-
Unreserved Beginning Fund Balance	10,277,072	9,047,598	9,047,598	-
Unreserved Ending Fund Balance	\$ 9,047,598	\$ 9,047,598	\$ 9,047,598	\$ -

Development Corp: Ballot Fund

Financial Summary

Description	FY21 Actual	FY22 Original Budget	FY23 Proposed Budget	Increase (Decrease) from FY22 Original
<u>711 REVENUES:</u>				
Sales and Use Tax	7,744,725	7,333,738	7,545,415	211,677
Interest	8,447	24,336	30,430	6,094
Total Revenues	\$ 7,753,172	\$ 7,358,074	\$ 7,575,845	\$ 217,771
<u>711 EXPENSES:</u>				
Personnel	-	-	-	-
Operations & Maintenance	6,179,297	6,548,133	6,539,972	(8,161)
Capital	-	809,941	1,035,873	225,932
Total Expenditures	\$ 6,179,297	\$ 7,358,074	\$ 7,575,845	\$ 217,771
Revenues Over/ (Under) Expenditures	1,573,875	-	-	-
Unreserved Beginning Fund Balance	3,471,329	5,045,204	5,045,204	-
Unreserved Ending Fund Balance	\$ 5,045,204	\$ 5,045,204	\$ 5,045,204	\$ -

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Traci Cartwright, Budget Analyst, Budget,

Meeting Date: September 8, 2022

Item type: Regular Item

Caption:

Introduction of an ordinance levying property taxes for the City of San Angelo for the 2022 tax year: Public hearing and first reading of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2022-2023 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

This item is the first public hearing and introduction of the ordinance to levy property taxes for the tax year 2022. The ordinance sets the total tax rate of 0.7379 per \$100 valuation and establishes that taxes are delinquent on February 1, 2023. No changes are proposed to the existing exemptions, including the continuation of the 20% homestead exemption available to property owners on their primary residence. The overall tax rate is proposed to decrease from the prior year's tax rate by 0.0381 per \$100 valuation. The proposed tax rate will be applied as follows:

- For the purposes of maintenance and operations in the General Fund: 0.6312
- To pay annual interest and maturities and create debt service funding to discharge outstanding bonded indebtedness of the City of San Angelo: 0.1007
- For the purposes of maintenance and operations in the Street Infrastructure fund: 0.0060
- The total tax rate for the aforementioned purposes is: 0.7379

This year's proposed tax rate does exceed the Voter-Approval Tax Rate or the No New Revenue Tax Rate. The associated additional notices and actions are required for this ordinance.

Funding Source(s):

Financial Impact:

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

General Fund: \$42,132,738
Debt Service Fund: \$6,726,247
TIRZ (North & South): \$1,320,014
Total Property Tax Revenue: \$50,178,999

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|----------------------------------|--------------------------------------|
| 1. | 2022 09-08 Tax Levy Ordinance | 2022 09-08 Tax Levy Ordinance.docx |
| 2. | 2022 09-08 Tax Levy Presentation | 2022 09-08 Tax Levy Presentation.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Traci Cartwright	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

AN ORDINANCE FIXING AND LEVYING AD VALOREM TAXES FOR THE CURRENT TAX YEAR FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN ANGELO, TEXAS, FOR THE 2022-2023 BUDGET YEAR; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING WHEN THE TAX SHALL BECOME DUE; PROVIDING WHEN THE TAX SHALL BECOME DELINQUENT; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION ON THE CITY-OPERATED WEBSITE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of San Angelo provides that the City Council at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year; and,

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of San Angelo, Texas, adopt a tax rate for the next fiscal year by September 30, 2022; and,

WHEREAS, the City Council finds that all public notices have been given and published as required by law for fixing and levying the ad valorem taxes; and,

WHEREAS, the City Council further finds that the taxes for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied therefore are necessary to pay interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City; and,

WHEREAS, the City Council further finds that the tax for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied for purposes of maintenance and operations must be levied to provide for the revenue requirements of the budget for the ensuing fiscal year:

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

Section One: The following taxes be and are hereby levied for the fiscal year 2022-2023, upon each One Hundred Dollar (\$100) valuation of property subject to taxation in the City of San Angelo for said year:

To pay annual interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City of San Angelo	\$0.1007
For the purposes of maintenance and operations in the General Fund	\$0.6312
For the purpose of maintenance and operations in the Streets Fund	\$0.0060
The total tax rate for the aforementioned purposes is:	\$0.7379

Section Two. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 7.59 percent and will raise more taxes for maintenance and operations on a \$100,000 home by approximately \$47.94.

Section Three: The taxes levied herein shall be assessed and proper record made thereof, as required by law by the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office and said officers shall collect such taxes and remit the same required by law and this ordinance.

Section Four: All taxes levied and due under this ordinance, plus penalties and interest thereon, shall become a lien upon the property against which the tax is assessed, as provided by City Charter and State law, and the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office, or their designee, are hereby authorized and empowered to enforce the collection of such taxes, penalties and interest according to the Constitution and laws of the State of Texas and the Charter and Ordinances of the City of San Angelo. Penalties and interest collected shall be paid to and credited to the General Fund of the City of San Angelo.

Section Five: Taxes levied under this ordinance shall be due on October 1, 2022, and if not paid as provided by law, shall immediately become delinquent on February 1, 2023.

Section Six: The City hereby affirms the adoption of the following exemptions from taxation of real property:

An individual may claim an exemption from taxation equal to twenty percent (20%) of the appraised value of his/her residence homestead, but not less than five thousand dollars (\$5,000) or the value of the homestead if said value is less than \$5,000.

Section Seven: Should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions or sections of this ordinance, which provisions shall be, remain and continue in full force and effect.

Section Eight: The City Manager or his designee shall cause a copy of this Ordinance, in its entirety, as passed, to be published on the website operated by the City of San Angelo

Section Nine: This ordinance shall become effective on the date Approved and Adopted.

INTRODUCED on the 8th day of September 2022, and APPROVED and ADOPTED on this the 22nd day of September 2022.

YES

NO

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Tommy Hiebert, SMD #1

Tom Thompson, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Karen Hesse Smith, SMD #5

Larry Miller, SMD #6

ATTEST:

Julia Antilley, City Clerk

Approved as to Content

Approved as to Form

Tina Dierschke, Finance Director

Theresa James, City Attorney



City Council

September 8, 2022

Tax Levy First Hearing

Tina Dierschke

Property tax levy

- First public hearing and introduction of an ordinance levying property taxes for the 2022 tax year
- Proposed rate is 0.7379 / \$100 valuation

Property tax levy

Proposed property tax rate

Debt Service	0.1007
Maintenance & Operations	0.6312
Street Infrastructure (M&O)	0.0060
Total proposed property tax rate	0.7379

Property tax levy

"I move that the property tax rate be increased by the adoption of a tax rate of 0.7379 per \$100 valuation which is effectively a 12.89 percent increase in the tax rate."

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