



City Council Agenda 3/21/2023

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held March 21, 2023 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 March 2023 as National Developmental Disabilities Month
- b. Recognition of the San Angelo State Supported Living Center and Volunteer Services Council
- c. Recognition of Ambassador Stavros Lambrinidis

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 March 7, 2023 City Council regular meeting minutes (Heather Stastny)
- b. Consider a resolution approving an Advanced Funding Agreement between the City of San Angelo and the State of Texas, per the terms of TxDOT's Highway Safety Improvement Program (HSIP), being related to the replacement of a traffic signal at Sunset Dr. and Southwest Blvd. with the City's contribution of funding in an amount not to exceed \$28,282 (Patrick Frerich)
- c. Consider authorizing a cooperative purchase of High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$987,371 through an Interlocal Agreement with the City of Hurst, Texas and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Consider a resolution amending the Schedule of Fees and Charges to amend charges for Municipal Pool fees (Tina Dierschke)
- e. Authorize the City Manager to execute the subdivision participation forms for Allergan, CVS, Walgreens and Walmart Opioid Settlements in which the City of San Angelo would be allocated approximately \$505,575 (Tina Dierschke)

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. Direction from City Council on proposed improvements and renovations to the Bill Aylor Sr. Memorial River Stage (Presentation made by Civic Events Manager Sidney Walker)
- b. Consider approving the following items pertaining to the 2023 Annual Sealcoat Project:
 1. Consider entering into an Interlocal Agreement with Tom Green County and amending the fiscal year 2022-23 budget for the corresponding reimbursed expense
 2. Consider awarding ES-01-23, 2023 Annual Sealcoat Project to Ronald R. Wagner & Co. in the amount of \$7,446,348.63 utilizing \$100,000 from the Hotel Occupancy Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Director of Operations Patrick Frerich)
- c. Discuss and consider adoption of an Ordinance authorizing the issuance and sale of the City of San Angelo, Texas Tax Note, Series 2023, and enacting other provisions related thereto (Presentation made by Director of Finance Tine Dierschke)
- d. Consider approving Tax Increment Reinvestment Zone (TIRZ) incentive funding for a private project for a non-profit entity in the North TIRZ area for the property located at 1720 Martin Luther King Drive totaling \$71,845 (Presentation made by Planning & Development Services Director Jon James)
- e. Consider terminating the Aquatic Plants Specialist agreement between the City of San Angelo and Mr. Kenneth C. Landon for the operation of the International Water Lily Collection (Presentation made by Parks and Recreation Director Carl White)
- f. Consider approving an Aquatic Plants Specialist agreement with Mr. Taylor Chase Twombly for the operation and maintenance of the International Water Lily Collection and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White)
- g. First reading and public hearing of an ordinance to abandon the approximately 20'x507' (unimproved) alleys in Blocks 39 and 40, Miles Addition, between 4th and 5th St. and N. Oakes, N. Magdalen and Pecan St. (Presentation made by Planning & Development Services Director Jon James)
- h. First reading and public hearing of an ordinance to rezone properties from the Light Manufacturing zoning district to the General Commercial zoning district, being 0.951 acres, located at the northeast intersection of W. 4th St. and N. Bryant, and addressed as 402 N. Bryant (Presentation made by Planning & Development Services Director Jon James)

7. Closed Session

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

8. Follow Up and Administrative Issues

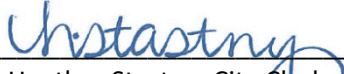
- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
 - Animal Shelter Advisory Committee:** Bambi Aker (SMD5) to a second term ending January 2025
 - Fort Concho Museum Board:** Penny Roberts (SMD5) to a first term ending January 2025
 - Parks and Recreation Advisory Board:** Emily Jane Cowen (SMD1) to first term ending December 2024

c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 16th day of March 2023, at 3:29 p.m.



Heather Stastny, 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 Heather.Stastny@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

Since 1987, the month of March has been recognized as Developmental Disabilities Awareness Month to celebrate and uplift those living with disabilities and highlight their many contributions to our society. Today, there are nearly 500,000 children and adults living in Texas with a developmental disability. Through collaborative inclusivity within our community, people with developmental disabilities can achieve their full potential, as each person has unique perspectives, experiences, and abilities that can positively shape the development and future of San Angelo.

Individuals that live in our community deserve the opportunity to learn, grow, and thrive. Individuals with disabilities can live independent and productive lives with the proper access to supportive services and when they are fully included in all aspects of community life. In schools, children excel academically when they participate alongside their peers, developing critical thinking and social skills. When people with disabilities are included in the workforce, they can be a part of a team and diversify businesses. Our city flourishes due to the diversity of people, and we can all raise awareness about how we are a stronger community when we support those with disabilities.

In collaboration with MHMR Concho Valley, the Local Intellectual and Developmental Disability Authority (LIDDA), we dedicate March to raising awareness about developmental disabilities and advocating for inclusivity within our community.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim March 2023 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and encourages everyone to learn about how creating an equitable future for those with developmental disabilities improves and strengthens classrooms, businesses, and houses of worship.

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 21st day of March 2023.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

San Angelo State Supported Living Center was originally opened in 1912 as a State Sanatorium to rehabilitate Texans suffering from Tuberculosis. In 1969, the facility was converted to a supported living center and in 1988, started their emphasis on Intellectual Disability Care.

Today, the Living Center is home to 140 individuals with intellectual, mental, and physical disabilities. Residents range in age from 14 years old to 95 years young. Residents learn life skills, gardening, drawing, painting, pottery, woodworking, and computer skills. The younger residents attend public school, and many residents hold jobs on and off campus.

Founded in 1973, the Volunteer Services Council is comprised of volunteers of the community that care about people with intellectual and mental disabilities and work to bring awareness to their mission of providing goods and services to enhance the quality of life for individuals living at the San Angelo SSLC. The VSC provides residents with birthday lunches, outings in the community, clothing, Christmas presents, and events on campus. Artfully Able, and art exhibit showcasing residents' art and woodwork, is just one of the community events hosted by VSC each year. The VSC strives to bring joy to every resident's life and to share their abilities with the community.

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

SAN ANGELO STATE SUPPORTED LIVING CENTER & THE VOLUNTEER SERVICES COUNCIL

for bringing a quality level of care to individuals with disabilities that are an integral part of our community.

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 21st day of March 2023.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

European Union Ambassador Stavros Lambrinidis has endorsed and promoted the cultural linkages between the European Union and the City of San Angelo, Texas.

Ambassador Lambrinidis, in a bold gesture of international good will, opened the European Union's ambassadorial residence to award-winning art from the San Angelo Museum of Fine Arts, which include artworks that showcase Texas and American artistic creativity in styles from surrealism, minimalism, American regionalism and impressionism.

The City recognizes and applauds Ambassador Lambrinidis for his unique approach to the promotion of good will between the citizens of the European Union and San Angelo by utilizing the arts and humanities in a groundbreaking approach to international diplomacy.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby confer upon European Ambassador Stavros Lambrinidis honorary citizenship in the City of San Angelo, Texas.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 21st day of March 2023.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 7, 2023

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, March 7, 2023, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

March 15, 2023 was proclaimed Texas Small Business Development Center Day.

4. Public Comment

John Wojtkun (SMD 4) spoke regarding signage for the VFW and requested city guidance for appropriate placement.

Sarah Negovetich (SMD5) expressed thanks to Council Members who volunteered at the warming shelter and invited Council to attend Concho Valley Community Action Agency's Bridge Builder event on March 25.

5. Consent Agenda

- a. Consider approving the February 21, 2023 City Council regular meeting minutes (Heather Stastny)
- b. Consider items related to the May 6, 2023 General Election:
 1. consider approving the Certification of Unopposed Candidates
 2. consider declaring unopposed Council Member SMD 1 candidate Tommy Hiebert and Council Member SMD 5 candidate Karen Hesse Smith elected
 3. consider a resolution accepting an order declaring the election for Council Members SMD1 and SMD 5 cancelled (Heather Stastny) (Pg. 130, 2023-024)
- c. Consider ratifying proposed revisions to the COSADC Bylaws as approved by the COSADC Board (Michael Dane)
- d. Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement to allow for a 9.5-ft. building encroachment into the public right-of-way for an existing house located at 51 E. 21st St. (Jon James)
- e. Second reading of a reconsideration of an ordinance approving the abandonment of approximately 4,060 feet of the right-of-way of Cox Lane, beginning near 1861 Cox Lane and

extending 2,330 feet to the west, then 1,730 feet south, ending approximately 320-ft north of the intersection of Sunset Dr. and Foster Rd. (Jon James) (Pg. 134, 2023-025)

- f. Second reading of an ordinance for Z22-25 to rezone properties from the High Rise Multifamily Residential zoning district to the Single-Family Residential zoning district, being 12.097 acres, generally located at the southeast corner of Blum St. and E. 40th St. (Jon James) (Pg. 137, 2023-026)
- g. Second reading of ordinances on the following cases for property being 0.743 acres, located at 3, 5, and 9 W. Ave. J:
 - 1. CP22-07, a request for approval of an amendment to the Comprehensive Plan changing certain lands from the Commercial to the Neighborhood Future Land Use designation; (Pg. 140, 2023-027)
 - 2. Z22-26, a request for approval of a rezoning from the General Commercial/Heavy Commercial zoning district to the Single Family Residential zoning district (Jon James) (Pg. 143, 2023-028)
- h. Second reading of ordinances on the following cases for property being approximately 15.325 acres and located northeast of the intersection of Montague Ave. and Veck St.:
 - 1. CP22-08, a request for approval of an amendment to the Comprehensive Plan, changing the Future Land Use from Commercial and Transitional to Neighborhood; (Pg. 146, 2023-029)
 - 2. Z22-27, a request for approval of a rezoning from General Commercial zoning district to the Planned Development zoning district (Jon James) (Pg. 149, 2023-030)
- i. Second reading of an ordinance for Z22-29 to rezone property from the Single-Family Residential zoning district to the Two-Family Residential zoning district, located at 1201 Koberlin St. (Jon James) (Pg. 152, 2023-031)

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Thomas, to approve the Consent Agenda, with the exception of items 5c and 5e. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to approve item 5e. The motion carried (5) ayes to (2) nays, with Council Member Hesse Smith and Council Member Miller casting the dissenting votes.

Citizen Dorothy Hoelscher (SMD 1) spoke in opposition of the abandonment of Cox Lane and the proposed future development.

Citizen Anna Bartosh (SMD 1) expressed concern for current businesses on Cox Lane that may be affected by the abandonment of Cox Lane.

Motion: Council Member Hiebert made motion, seconded by Council Member Gonzales, to approve item 5c, as presented by Interim Economic Development Director Michael Dane. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Keep San Angelo Beautiful 2022 Annual Report (Presentation made by KSAB Executive Director Charlotte Anderson)

No Action Taken on this item.

- b. Consider awarding the following items pertaining to the Lake Nasworthy Wastewater System Improvements Project and authorizing the City Manager to negotiate and execute

all related documents:

1. Consider awarding RFP WU-03-23 Rebid South Concho A Lift Station to Austin Engineering Company, Inc. in the amount of \$5,330,900.00 based upon scoring criteria as set forth in the Competitive Sealed Proposal procurement method
2. Consider awarding RFP WU-04-23 Rebid Lake Nasworthy Wastewater System Improvements to McKee Utility Contractors, Inc. for the base bid and alternate bid item A in the amount of \$25,999,100.00 based upon scoring criteria as set forth in the Competitive Sealed Proposal procurement method
3. Consider executing Task Order No. 3 in the amount of \$1,498,906.00 for Construction Phase Services and Resident Project Representative Services for Lake Nasworthy Wastewater System Improvements to CDM Smith Inc.
4. Amending the fiscal year 2022-23 to budget for debt issuance in the amount of \$44,233,920 (Presentation made by Assistant Director of Water Utilities Andy Vecellio)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays, with not public comment.

- c. Consider approving an agreement between the City of San Angelo and Angelo State University for a long-term lease of the Bly Arena, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Civic Events Manager Sidney Walker)

Provost and Academic Affairs Vice President Dr. Donald Topliff presented phased plans for the Bly Arena to be used by ASU's rodeo program scheduled to begin Fall 2023.

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

- d. Consideration of a MOU between the City of San Angelo and the San Angelo Museum of Fine Arts for the use of space in the Chase State Office Building for a Curatorial Storage and Care Facility shared with Fort Concho, authorizing the City Manager to execute all documents (Presentation made by Fort Concho Manager Bob Bluthardt)

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.

- e. First reading and public hearing of an ordinance to revoke SP94-22, which was replaced by the approval of a new Conditional Use, CU22-06, allowing additional outdoor storage and display on a property being 4.718 acres, located at 2701 Southwest Blvd. (Presentation made by Planning & Development Services Director Jon James)

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

Quorum for Remainder of Meeting:

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

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 551.087 - Business prospect negotiations regarding
 - 1. Project New Wave
 - 2. Project Monet
 - 3. Skyline Aviation
 - 4. Occupational Training Facility at Mathis Field Section

8. Follow Up and Administrative Issues

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

No Action Taken on this Item.

- b. Consider approving various Board nominations
Economic Development Corporation: Max Puello (SMD 3) to a third term, Ruben Ceballos (SMD 4) to a first full term, Steven Mahaffey (SMD 5) to a first term, and Farrah Gomez to a first full term, all ending February 2025.

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

- c. Announcements and consideration of Future Agenda Items

Council Member Hiebert requested information be presented regarding the operation of golf carts on public streets.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to adjourn the meeting.

There being no further business, the meeting adjourned by consensus at 11:36 a.m. with no public comment.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, 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: Jeremy Miller, Assistant Director of Operations, Operations

Meeting Date: March 21, 2023

Item type: Consent Item

Caption:

Consider a resolution approving an Advanced Funding Agreement between the City of San Angelo and the State of Texas, per the terms of TxDOT's Highway Safety Improvement Program (HSIP), being related to the replacement of a traffic signal at Sunset Dr. and Southwest Blvd. with the City's contribution of funding in an amount not to exceed \$28,282 (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The signal on Sunset Dr and Southwest Blvd is one of many that are included in TXDOT's Highway Safety Improvement Program (HSIP). This program provides funding for the improvement of traffic signals that are currently approved and are located on roadways maintained by municipalities or entities other than the State of Texas.

As a part of the program, the City will engineer and provide plans for the necessary improvements at an estimated cost of \$20,700. TxDOT will be responsible for all other phases related to the project including bidding, awarding, contracting, construction oversight, and payment of the contractor. Per the terms of the HSIP program, the City will enter into an Advanced Funding Agreement with the State of Texas and contribute \$7,582.00 to the project for direct state costs of construction oversight. The City will also be responsible for any construction costs over the amount of Federal Funding allocated.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Street Projects	533-3200-800.07-30	TR0002	\$7,582.00

Financial Impact:

The City has previously approved the design work for the signal replacement in the amount of \$20,700. The City will provide payment to TxDot in the amount of \$7,582.00 via an Advanced Funding Agreement with the State of Texas. Funding for this payment is budgeted in fiscal year 2023.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | AFA 0907-24-053 _ 3-9-2023 | AFA 0907-24-053 _ 3-9-2023.pdf |
| 2. | Resolution for AFA Sunset Drive Traffic Signal | Resolution for AFA Sunset Drive Traffic Signal.docx |

Presentation:

Patrick Frerich

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

TxDOT:				Federal Highway Administration:	
CSJ #	0907-24-053			CFDA No.	20.205
District #	07	AFA ID	Z00004825	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400				
Project Name	SUNSET DRIVE IMPROVE SIGNALS			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TOM GREEN §

ADVANCE FUNDING AGREEMENT
For
Safety-Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of San Angelo**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **improve traffic signals on Sunset Dr. at Southwest Blvd.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0907-24-053			CFDA No.	20.205
District #	07	AFA ID	Z00004825	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400				
Project Name	SUNSET DRIVE IMPROVE SIGNALS			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **Safety Improvement Projects – Improve Traffic Signals**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:				Federal Highway Administration:	
CSJ #	0907-24-053			CFDA No.	20.205
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Project Name	SUNSET DRIVE IMPROVE SIGNALS			<i>AFA Not Used For Research & Development</i>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

TxDOT:				Federal Highway Administration:	
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Project Name	SUNSET DRIVE IMPROVE SIGNALS			<i>AFA Not Used For Research & Development</i>	

- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of San Angelo ATTN: Director of Public Works City Hall Annex, First Floor 301 W. Beauregard Ave. San Angelo, Texas, 76903	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a

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monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

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28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Shane Kelton
Typed or Printed Name

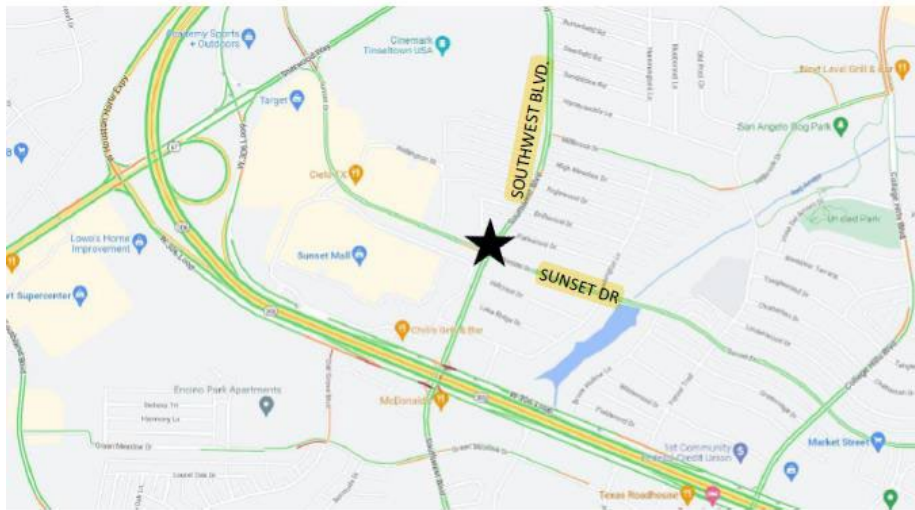
Director of Public Works
Typed or Printed Title

Date

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District #	07	AFA ID	Z00004825	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400				
Project Name	SUNSET DRIVE IMPROVE SIGNALS			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT

CSJ NUMBER: 0907-24-053
SUNSET DR AT
SOUTHWEST BLVD



Intersection:

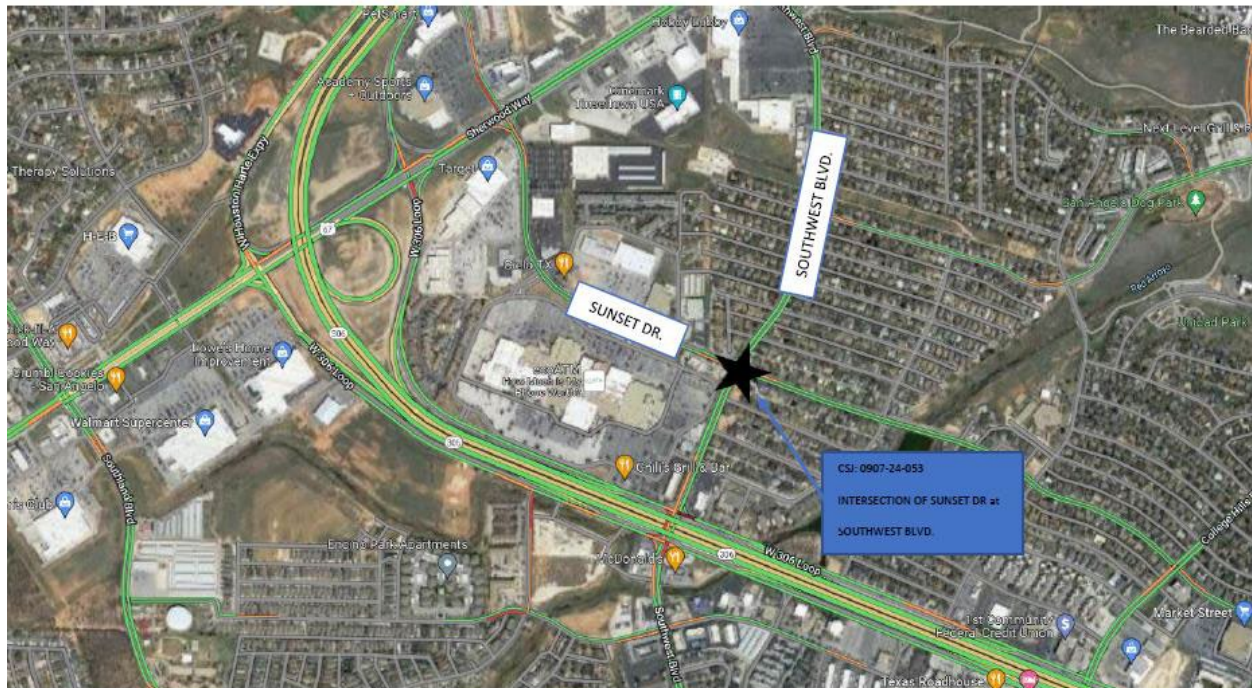
1. Sunset Dr. at Southwest Blvd.



CSJ Number: 0907-24-053
Signal Improvements
Sunset Dr. at Southwest Blvd

TxDOT:				Federal Highway Administration:	
CSJ #	0907-24-053			CFDA No.	20.205
District #	07	AFA ID	Z00004825	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400				
Project Name	SUNSET DRIVE IMPROVE SIGNALS			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	0907-24-053			CFDA No.	20.205
District #	07	AFA ID	Z00004825	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400				
Project Name	SUNSET DRIVE IMPROVE SIGNALS			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$20,700	0%	\$0	0%	\$0	100%	\$20,700
Construction (by State)	\$130,941	100%	\$130,941	0%	\$0	0%	\$0
Subtotal	\$151,641		\$130,941		\$0		\$20,700
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs (5%)	\$1,035	0%	\$0	0%	\$0	100%	\$1,035
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs (5%)	\$6,547	0%	\$0	0%	\$0	100%	\$6,547
Indirect State Costs (4.73%)	\$6,194	0%	\$0	100%	\$6,194	0%	\$0
TOTAL	\$165,417		\$130,941		\$6,194		\$28,282

Initial payment by the Local Government to the State: \$1,035.00

Payment by the Local Government to the State before construction: \$6,547.00

Estimated total payment by the Local Government to the State \$7,582.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS PURSUANT TO ITS HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP), BEING RELATED TO REPLACEMENT OF A TRAFFIC SIGNAL AT SUNSET DR. AND SOUTHWEST BLVD. AND THE CITY'S CONTRIBUTION OF FUNDING IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$28,282.00)

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and local governments to enter into agreements in accordance with Texas Government Code, Chapter 791, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as improvement of traffic signals on Sunset Dr. at Southwest Blvd., and

WHEREAS, the City desires to enter into an Advanced Funding Agreement with the State regarding replacement of a traffic signal at Sunset Dr. and Southwest Blvd., and

WHEREAS, the City's contribution under the Advanced Funding Agreement shall consist of engineering services in the amount of \$20,700.00 and payment to the State in the amount of \$7,582.00 for engineering and construction services.

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

Section 1: The City Manager is hereby authorized to negotiate and execute the *Advanced Funding Agreement* with the State of Texas, and all documents related thereto, and to

issue the City's contribution under the agreement in the amount not to exceed TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$28,282.00).

PASSED and APPROVED on this the 21ST day of March, 2023.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Assistant Director of Operations, Operations

Meeting Date: March 21, 2023

Item type: Consent Item

Caption:

Consider authorizing a cooperative purchase of High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$987,371 through an Interlocal Agreement with the City of Hurst, Texas and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City identified roadways that met the requirements for the application of High Density Mineral Bond (HA5) as a part of its 8-year pavement preservation process. HA5 is an alternative to chip sealing on roadways that meet certain criteria.

Pricing was sought from Andale Construction, Inc. using an existing Interlocal Agreement with Hurst, Tx. Andale Construction is the licensed applicator of HA5 for this region and has applied the product for the City for the last Four years.

Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act") provides municipalities the ability to procure goods and/or services through contracts awarded by other governmental entities. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract with one another.

The City of Hurst, Texas issued a Request for Bids (19-007) for their High-Density Mineral Bond Seal program and awarded the RFB to Andale Construction, Inc. during their May 14, 2019 meeting. Andale Construction, Inc. consented to "piggy-back" procurements as part of their response to the City of Hurst's solicitation.

Therefore, the City of San Angelo wishes to utilize the existing Interlocal Agreement with the City of Hurst, Texas to procure High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$987,371 and authorize the City Manager to negotiate and execute all related documents.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Operations	10132004320435	NA	\$987,371.00

Financial Impact:

Budgeted in 2023 Operations Budget

Other Information/Recommendation:

Attachments:

Presentation:

Patrick Frerich

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Traci Cartwright, Budget Analyst, Budget

Meeting Date: March 21, 2023

Item type: Consent Item

Caption:

Consider a resolution amending the Schedule of Fees and Charges to amend charges for Municipal Pool fees (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

Division managers, together with budget staff, review fees annually and make updates based on factors such as inflation, changes in processes, and other related expenses that impact the cost of providing services to the public. Proposed changes must be submitted during the annual fee review process and are to be included in the upcoming fiscal year's budget going into effect on October 1st. However, due to the impact of COVID on the community, City Council directed staff to postpone the fee review process for the past three years (FY20, FY21, and FY22). The City Manager's Office and Staff believe the fees below should be considered for revision. At this time, management has decided to only proceed with Municipal Pool fees; other departmental recommendations will be brought to City Council at a later date.

Municipal pool fees are increasing nominally to assist in covering the costs of providing the services; these fees will be effective 4/1/2023.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund	Municipal Pool		\$625

Financial Impact:

The proposed fees have a financial impact of \$625 for the FY23 budget.

Other Information/Recommendation:

Attachments:

1. Fee Schedule 2023 04-01 wo track changes Fee Schedule 2023 04-01 wo track changes.docx

- | | | |
|----|--|---|
| 2. | 2023 03-21 (5d) Resolution Adopting Schedule of Fees and Charges | 2023 03-21 (5d) Resolution Adopting Schedule of Fees and Charges.docx |
| 3. | 2023 03-21 Presentaion - Draft | 2023 03-21 Presentaion - Draft.pptx |

Presentation:

Kimberly Holle, Tina Dierschke

Approvals/Reviews:

Traci Cartwright	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Kimberly Holle	Approved
Heather Stastny	Final Approval

City of San Angelo

Schedule of Fees and Charges

ANIMAL CONTROL SERVICES FEES (Previously Article A1.000 in Appendix A - Fee Schedule)

Microchip fee

Dog or cat: \$13.00.

Impoundment fees

Any animal or fowl running at large may be taken up by the animal services director or the director's designee or by any police officer or other person designated by the city manager and held for a period of seventy-two (72) hours, during which time the owner, upon satisfactory proof of ownership, may redeem his animal or fowl upon payment of the following impounding fees: thirty-six dollars (\$36.00) for a small animal or fowl impounded and a boarding fee of ten dollars (\$10.00) per day per animal beginning at 1 minute after twelve o'clock (12:01) a.m. the day following impoundment, plus a fee for necessary health care during impoundment. Board for a full day shall be charged for any part of a day. Impounding fees for livestock shall be thirty-six dollars (\$36.00). If any animal or fowl has not been so redeemed, the animal services director may sell or destroy said animal or fowl.

Heartworm/fleas/ticks

- (a) Heartworm test: \$10.00.
- (b) Owner requested flea/tick dipping or treatment: \$8.00.

Animal pickup/removal/transport/surrender

- (a) Estray livestock: \$25.00.
- (b) Animal pickup at owner's request: \$25.00.
- (c) Removal of dead domestic animals/livestock: \$25.00.
- (d) Removal of dead wildlife on private property or public right of way: no charge
- (e) Transport fee to vet: \$25.00.
- (f) Animal surrender: \$10.00.

Euthanasia

The fees for euthanasia are as follows:

- (1) Owner requested:
 - (A) 0—20 lbs.: \$10.00.
 - (B) 21—50 lbs.: \$15.00.
 - (C) 51—100 lbs.: \$20.00.
 - (D) 101+ lbs.: \$25.00.

Spay and neuter program

The fee for the spay or neuter of a pet shall be from \$10.00 to \$65.00 depending on the federal poverty level.

Miscellaneous

The following fees shall apply for the services listed:

- (1) Trap deposit: \$20.00.
- (2) Rabies submission head test: \$40.00.

BUILDING AND CONSTRUCTION RELATED FEES (Previously Article A2.000 in Appendix A - Fee Schedule)

General provisions

- (a) The minimum permit fee is \$25.00 unless otherwise noted herein.
- (b) All costs are per unit basis unless otherwise noted herein.
- (c) Building valuations shall be calculated based upon the most current International Code Conference Building Valuation Data.
- (d) The following discounts apply to fees for residential and commercial plan review for projects that fully utilize the City's online application system, including digital submission of all applications, plans, and other required documents:
 - 1. Residential plan review, discount of \$50*
 - 2. Commercial plan review, discount of \$100*

*The discounts provided herein shall expire at the one-year anniversary of the adoption of the resolution (5/4/21), unless extended by the City Council.

Building permit fees

- (a) *Residential construction fees.*
 - (1) Base fee: \$50.00.
 - (2) Residential structures (single-family and duplex):
 - (A) Living area - per square feet: \$0.13 per square foot.
 - (B) Garage, carports, porches, patios and accessory buildings - per square feet: \$0.10 per square foot.
 - (C) Residential remodel, repairs, etc.: \$0.05 per square foot of entire building under repair or remodel.
- (b) *Other construction permit fees.* All other construction permit fees (including commercial buildings, repairs and alterations to existing structures and completion of shell buildings): Base fee \$100.00 for the first \$2,000 valuation and \$5.00 for each additional thousand or fraction thereof.
- (c) *Site plan review fee.*
 - (1) Minor Site Plan: \$175
 - (2) Major Site Plan: \$350
- (d) *Change of occupancy.*
 - (1) No alterations (building and fire inspection only): \$105.00.
 - (2) Minor alterations - non-structural (building and fire inspections only): \$170.00.
 - (3) Minor alterations - non-structural (increase in occupancy classification, multiple inspectors): \$495.00.
- (e) *Foundation only.* Requires building official approval with complete plans for construction within 30 days of being approved and permitted.
 - (1) Residential - single-family dwelling: \$55.00.
 - (2) Commercial: \$0.10 per square foot. Maximum \$900.00.
 - (3) Accessory structure - residential only: \$40.00.
- (f) *Expedited plan review.* For expedited plan reviews the customer has the option to use a city-approved third-party plan review service. The cost will be that of the most currently published plan review rates of the third-party plan review service plus 15% of the initial plan review fee.

(g) *Intermodal container placement.*

- (1) Permanent placement of an intermodal container: \$75.00.
- (2) Temporary placement of an intermodal container: \$35.00.

Demolition fees

City-funded projects are exempt from deposit requirements. A permit is not required for accessory structures with less than 120 square feet and no utilities.

- (1) Commercial:
 - (A) Demolition: \$115.00.
 - (B) Deposit (refundable upon approved final): \$250.00.
- (2) Residential:
 - (A) Demolition: \$55.00.
 - (B) Deposit (refundable upon approved final): \$100.00.
- (3) Accessory structures: \$30.00.

Miscellaneous permit fees

- (a) *Approach - curb cut:*
 - (1) Residential: \$30.00.
 - (2) Commercial: \$55.00.
 - (3) In state right-of-way: Add \$5.00.
- (b) *Moving:* No structure is allowed to be moved into the city without a certificate of compliance or certificate of occupancy from another municipality or unless otherwise approved by the building official.
 - (1) Residential compliance inspection: \$500.00.
 - (2) Commercial compliance inspection: \$1,250.00.
 - (3) Moving permit (12 feet and wider): \$75.00.
- (c) *Swimming pool:*
 - (1) Commercial: \$75.00.
 - (2) Residential:

- (A) Above ground: \$35.00.
- (B) In ground: \$40.00.
- (d) *Thirty day partial or temporary occupancy permit*: Partial or temporary thirty day occupancy permit and extensions (requires building official approval. no additional plan review):
 - (1) Commercial: \$100.00.
 - (2) Residential: \$50.00.
 - (3) Each 30 days of extension on a temporary or partial certificate of occupancy: \$100.00.
- (e) Reserved.
- (f) *Street use permit*: \$35.00.
- (g) *Street closure permit*: \$35.00.
 - (1) Barricade fee per location: \$25.00.
 - (2) Barricade deposit: \$100.00.
- (h) *Special event permit (type I or type II)*: \$25.00.
- (i) *Voucher*: \$20.00.
- (j) Parking lot permit fee: \$150

Building permit fee - electrical

- (a) Electrical permit: \$40.00 base fee + work performed.
- (b) For renovations and additions only:
 - (1) Installation requiring two inspections, with no increase in service size: \$30.00.
 - (2) Installation requiring more than two inspections, with no increase in service size: \$50.00 plus 50% existing ampere rate charge.
- (c) 120/240 volt single or three phase: \$0.30 per ampere plus permit fee.
- (d) 480 volt: \$0.50 per ampere plus permit fee.

Building permit fee - plumbing and fuel/gas

- (a) Plumbing, fuel/gas permit: \$40.00 base fee + work performed.
- (b) Small fixture (bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal, backflow device assembly, water heater, water treatment, water closet, etc.): \$3.00 each.
- (c) Large fixture (grease trap, waste interceptor, sewer line, water line, gas line, etc.): \$7.50 each.

Building permit fee - mechanical

- (a) Mechanical permit: \$40.00 base fee + work performed.
- (b) 0 to 5 tons cooling: \$10.00.
 - (1) 150,000 Btu's gas or 25 KW electric heating: \$10.00.
 - (2) Package unit or rooftop unit (RTU) with or without heat (includes duct openings): \$20.00.
- (c) 5-1/2 to 15 tons cooling: \$25.00.
 - (1) 150,001 to 250,000 Btu's gas or 26 to 50 KW electric heating: \$25.00.
 - (2) Package unit or rooftop unit (RTU) with or without heat (includes duct openings): \$45.00.
- (d) 15.1 and up tons cooling: \$4.00 per ton.
 - (1) 251,000 Btu's gas or 51 and up KW electric heating: \$50.00.

- (2) Package unit or rooftop unit (RTU) with or without heat (includes duct openings): \$4.00 per ton.
- (e) Commercial vent-a-hood: \$25.00.
- (f) System retrofit:
 - (1) 5 to 40 openings: \$30.00.
 - (2) 41 openings and up: \$150.00.
- (g) All other equipment not specifically listed (ex. boiler, cooling towers, refrigeration, etc.): \$45.00.

Tent permit fees

Temporary tents: \$40.00.

Sign permit fees

- (a) Billboards: \$165.00.
- (b) Wall signs: \$50.00.
- (c) Freestanding signs:
 - (1) 2 to 50 square feet: \$60.00.
 - (2) 51 square feet and up: \$70.00.
- (d) Portable signs: \$40.00.
- (e) Public event banner:
 - (1) Applicant must employ a contractor pre-approved by the building official for erection and taking down of the banner over a public right-of-way within the term permitted for display.
 - (2) Permit fee: \$15.00.

General fees

- (a) Re-inspection or failed inspection: \$39.00.
- (b) Permits or inspections outside city limits:
 - (1) With city utility: 150% regular rate (may be adjusted proportionally according to city tax rate).
 - (2) Without city utility: 200% regular rate.
- (c) Emergency inspections (requested with less than 1/2 days' notice): \$25.00.
- (d) Overtime: \$42.00 per hour.
- (e) Inspections requested for after 4:30 p.m. (2-hour minimum plus emergency inspection fee): \$106.00 for first two hours, plus inspection fee, \$53.00 per hour thereafter.
- (f) Hourly rate in excess of two hours (re-review of plans, code compliance review assistance, expedited review, etc.): \$42.00 per hour.
- (g) Appeals from decisions of the building official or code official to the board of adjustments and appeals: \$70.00.

Additional inspection fees

- (a) Additional inspection fee for work commenced without a permit. Whenever any work for which a permit is required by the city has commenced without first obtaining the required permit, a special inspection shall be made before a permit may be issued for such work. An additional inspection fee shall be required whether or not a subsequent permit is issued. The additional inspection fee for work commenced without a required permit shall be equal to two (2) times the full amount of any permit that would have been required had the project been fully permitted prior to beginning said work. This additional inspection fee shall be in addition to any actual permit fee required.

- (b) Additional inspection fee for work concealed prior to obtaining a required inspection. Whenever any work has been concealed without first obtaining a required inspection an additional inspection fee shall be assessed. The additional inspection fee for work concealed without first obtaining a required inspection shall be equal to \$252.00. This additional inspection fee shall be in addition to any other inspection fee required under this Code of Ordinances. The payment of this additional inspection fee shall be in addition to any other inspection fee required. The payment of this additional inspection fee shall not exempt any person from compliance with all provisions of applicable codes, nor shall it exempt them from any penalty prescribed by law.

Permit renewals

- (a) *Request for renewals.* The holder of an expired permit may request a renewal of the permit. Requests shall be in writing on applications approved by the building official. The application shall include a statement of the date work commenced, an account of delays, the time reasonably necessary to complete the project, and such other information necessary to justify the requested renewal and term as determined in the sound discretion of the building official. In no event shall a renewal be approved for a term that exceeds the term of the original permit.
- (b) *Permit renewal fee.* 50% of the original permit fee.

Registration

All registrations expire December 31st of each year. Homeowners and not-for-profit organizations are not required to register. Only contractors that are required to acquire permits need be registered.

- (1) *Contractor annual fee:* \$30.00 (includes all general contractors, builders, fence, sign, swimming pool, movers, mechanical, roofers, irrigators and water treatment installers).
- (2) *Maintenance person annual fee:* \$10.00.

Refunds

- (a) Refunds must meet the following criteria:
 - (1) No work has started;
 - (2) The permit has not expired;
 - (3) All refunds must be approved by the office manager, inspector and building official; and
 - (4) The request must be in writing on the form provided.
- (b) Refunds are refunded at 90% of the original permit fee less \$25.00 and less plan review and applicable trip charges. Permits with no plan review are credited in full less \$5.00 processing fee.
- (c) Refunds are processed by the city finance department only. No cash refunds will be allowed for accounting purposes.

Boarded buildings

The city shall charge an annual fee for boarded building certificates as follows:

- (1) *Initial certificate:*
 - (A) Residential structure up to 2,500 square feet, including accessory structures less than 100 square feet in area: \$150.00.
 - (B) Residential structure from 2,501 square feet to 5,000 square feet, including accessory structures less than 100 square feet in area: \$200.00.
 - (C) Residential structure greater than 5,000 square feet, including accessory structures less than 100 square feet in area: \$200.00 plus \$50.00 per 500 square feet over 5,000 square feet, not to exceed \$750.00.
 - (D) Accessory structures greater than 100 square feet in area: \$50.00 each.

- (E) Commercial structure(s)* up to 2,500 square feet: \$150.00.
- (F) Commercial structure(s)* from 2,501 square feet to 5,000 square feet: \$200.00.
- (G) Commercial structure(s)* greater than 5,000 square feet: \$200.00 plus \$50.00 per 500 square feet over 5,000 square feet, not to exceed \$750.00.
- (H) New owner fee: 50% of original fee.

*When calculating the square footage, the total cumulative square footage of all structures located at one street address will be used.

- (2) *Subsequent certificates:* Each subsequent certificate fee will be the last certificate fee plus an additional \$25.00.
- (3) *Exception:* If an owner expends \$2,500.00 or more for construction improvements before the expiration of a valid certificate, the fee for the next certificate due shall be waived upon the timely filing of an application for certificate and inspection of the improvements. Proof of the improvements and expenditures shall be to the satisfaction of the fire marshal's office.

Mobile home park, manufactured housing park and recreational vehicle park annual operator's permit

The city shall charge an annual fee for an operator's permit, required for the operation of any mobile home, manufactured housing or recreational vehicle park as follows:

- (1) *Administrative processing fee:*
 - (A) Permit for new parks or expansion of existing parks, excluding parks existing prior to April 15, 2014: \$1,000.00.
 - (B) Permit for renewal when transfer or expansion is not taking place: \$600.00.
- (2) *Supplemental fee:* In addition to the applicable administrative processing fee, a charge of \$5.00/space shall be charged, based upon the number of authorized spaces shown on the site plan accompanying the application for permit.

Stormwater quality reinspection fee

The fee for reinspections for violations of stormwater quality control provisions shall be \$75.00.

BUSINESS RELATED FEES (Previously Article A3.000 in Appendix A - Fee Schedule)

Itinerant merchant and street solicitor fee

The fee for any license required under article 5.04 of the Code of Ordinances or permit under section 8.05.011 of the Code of Ordinances shall be a standard fee for all applicants and shall be such as to cover the cost of processing said application. The license or permit fee shall be ten dollars (\$10.00) per application. An additional fee of two dollars and fifty cents (\$2.50) shall be assessed for each identification card issued after the first issued, per license application submitted.

Oil or gas well inspection fee

Annual inspection fee shall be five hundred dollars (\$500.00).

Alarm permit fees

- (a) Alarm permit user's fees:
 - (1) Residential alarm user's fee: \$25.00.
 - (2) Commercial alarm user's fee: \$50.00.
- (b) Special alarm user's permit: An alarm user required by federal or state statute, regulation or rule to install, maintain and operate an alarm system shall be subject to this section, provided:
 - (1) A permit shall be designated a special alarm user's permit.
 - (2) A special alarm user's permit for a system which has six (6) or more false alarms in a permit year shall not be subject to revocation under section 5.09.008 of the Code of Ordinances, but the holder of the permit shall pay a fee of \$40.00 with the submission of the report required by section 5.09.008 of the Code of Ordinances.
 - (3) Upon written demand by the police chief, the holder of a special user's permit shall pay a fee of \$40.00 for each false alarm after the fifth (5th) false alarm in the permit year.
- (c) Service fees for each false alarm after the first five (5) false alarms:
 - (1) Sixth (6th) false alarm: \$50.00.
 - (2) Each false alarm thereafter: \$50.00.
- (d) Revoked alarm user's permit (after the sixth (6th) false alarm): \$50.00.
- (e) False fire alarms because of failure to notify public safety communications when system is being worked on: \$50.00.

Fee for requested hearing appealing director's decision regarding bus, taxi, limousine or shuttle permit

A minimum fee of \$100.00 shall be charged the holder if the holder requests reinstatement of his permit. The purpose of the fee is to cover the administrative costs of preparing for and holding a hearing before the city council and the fee may be increased based on actual costs to the city of suspending the permit, monitoring the suspended company for compliance with the suspension, reinspection and report preparation. The city manager shall recommend an appropriate fee and the city council shall assess the fee based on evidence of actual cost to the city as specified above. The council may waive the hearing fee if it finds that the suspension was unjustified or for other good cause.

Chauffeur's license application and renewal fees

- (a) Each applicant shall pay a service charge of twenty-five dollars (\$25.00) for the cost of fingerprinting, taking the applicant's picture, and other services necessary to procure the license.
- (b) The license may be renewed upon application, accompanied by a renewal service charge of ten dollars (\$10.00), unless the original license has been revoked for good cause or has expired for failure to renew prior to expiration.

Taxicab permit fees

- (a) A holder of an annual permit shall pay the city a nonrefundable permit fee of three hundred and fifty dollars (\$350.00) a year for each vehicle authorized by the permit; provided, however, if the vehicle used for the transportation of persons is drawn by animals, the holder shall pay the city a nonrefundable permit fee of fifty dollars (\$50.00) a year for each vehicle authorized by the permit. The permit fee is payable at the time the annual permit is issued or renewed. Where a holder wishes to add vehicles to his fleet, the holder shall pay the city three hundred and fifty dollars (\$350.00) for each additional vehicle or fifty dollars (\$50.00) for each additional animal-drawn vehicle; provided, however, said fee shall be prorated if such additions are made after the annual permit fee is due.
- (b) A holder of an annual permit shall pay the health director or his designee a processing fee of twenty dollars (\$20.00) per vehicle upon the substitution of a vehicle or carriage for a previously permitted vehicle or carriage.

Limousine permit application fee; renewal fee

- (a) Each applicant shall pay a service charge of twenty-five dollars (\$25.00) for the cost of fingerprinting, taking the applicant's picture, and other services necessary to procure the license.
- (b) The license may be renewed upon application, accompanied by a renewal service charge of ten dollars (\$10.00), unless the original license has been revoked for good cause or has expired for failure to renew prior to expiration.

Bus or shuttle permit fees

- (a) A holder of an annual permit shall pay the city a nonrefundable permit fee of three hundred and fifty dollars (\$350.00) a year for each vehicle authorized by the permit. The permit fee is payable at the time the annual permit is issued or renewed. Where a holder wishes to add vehicles to his fleet, the holder shall pay the city three hundred and fifty dollars (\$350.00) for each additional vehicle; however, said fee shall be prorated if such additions are made after the annual permit fee is due.
- (b) A holder of an annual permit shall pay the health director or his designee a processing fee of twenty dollars (\$20.00) per vehicle upon the substitution of a vehicle for a previously permitted vehicle.

Airport parking spaces for taxicabs

It shall be unlawful for any taxicab driver to pick up passengers or wait for fares at Mathis Field Airport unless the permit holder for whom the driver works has paid twenty-five dollars (\$25.00) per month for use of the reserved parking queue.

Airport parking spaces for buses or shuttle services

It shall be unlawful for any bus or shuttle driver to pick up passengers or wait for passengers at Mathis Field Airport unless the permit holder for whom the driver works has paid \$25.00 per month for use of the designated reserved shuttle parking queue.

Airport Badge Fees

Each holder of a security badge for the San Angelo Airport shall pay the following badge fee:

General Aviation and Federal Enforcement	\$45*
Security Identification Display Area (SIDA)	\$60*

*City Council approved fees below cost of service by ordinance 07/02/2019.

Ambulance license fee

An application under section 6.05.033 of the Code of Ordinances shall be accompanied by a license fee of \$50.00.

Golf cart registration fee

A golf cart registration application hereunder shall be accompanied by a golf cart registration fee of \$20.00.

Credit access business fee

An application under section 5.11.006 of this code shall be accompanied by a license fee of \$25.00

Alcoholic beverages license/permit fees

The fees for the two-year alcoholic beverages licenses for premises within the city limits shall be as follows:

License Issuance or Renewal	Fee Collected
<i>Mixed Beverage Licenses/Permits</i>	
Local distributor's permit	\$100.00
Mixed beverage permit (3rd year in business)	\$1,125.00
Mixed beverage permit (4th and 5th year in business)	\$1,500.00
Mixed beverage permit (6th and up year in business)	\$750.00
Package store permit and malt beverage off-premises	\$500.00
Wine only package store	\$75.00
Wholesaler's permit	\$1,875.00
General class B wholesaler's permit	\$300.00
Winery permit	\$75.00
<i>Beer Licenses/Permits</i>	
Branch distributor's license	\$75.00
Malt beverage retailer's off-premises license	\$60.00
Malt beverage retailer's on-premises	\$150.00
Wine and malt beverage retailer's permit	\$175.00
Wine and malt beverage retailer's off-premises	\$60.00
Brew Pub License	\$500.00

FEES FOR ABATEMENT OF JUNK AND IMPOUNDMENT AND SALE OF PROPERTY (Previously Article A4.000 in Appendix A - Fee Schedule)

Impoundment and sale of property

The following fees shall be charged and paid into the city treasury:

- (1) For taking and impounding any personal property: \$2.00.
- (2) For preparing advertisements of sale for each article: \$0.50.
- (3) For selling each article: \$0.50.
- (4) For posting notices of sale relating to any one article: \$0.50.

Garbage, weeds, junk and unsanitary conditions abatement fees

An administrative fee of \$150.00 dollars per non-complied violation shall be assessed to the property owner of a lot, tract or parcel of land for the cost of abatement under section 7.02.070 of the Code of Ordinances, plus:

- (1) \$372.60 per 6-yard dump truck load for junk or trash that is removed from a lot, tract or parcel of land.
- (2) \$572.60 per 12-yard dump truck load for junk or trash that is removed from a lot, tract or parcel of land.
- (3) \$45.00 per hour for mowing services performed on a lot, tract or parcel of land.

RESERVED - ARTICLE A5.000

PARKS AND RECREATION FEES (Previously Article A6.000 in Appendix A - Fee Schedule)

Campsite fees

A charge will be made for the use of designated public camping areas. The fee per campsite shall be:

- (1) San Angelo residents: \$6.00/day.
- (2) Out-of-town residents: \$12.00/day.

Entrance fees

Lake Nasworthy: The following schedule of fees will be charged for entrance into certain areas at Lake Nasworthy. The fees shall be paid at entrance gates designated by the city council from the first weekend in March through Labor Day of each year. Any person holding a valid camping permit shall be exempt from paying said fees.

- (1) Three dollars (\$3.00) per day per vehicle for city residents and six dollars (\$6.00) per day per vehicle for out-of-town residents on Saturdays, Sundays, and the following holidays: Good Friday, Easter, Memorial Day, 4th of July and Labor Day, during the period beginning the first weekend in March and continuing through Labor Day of each year.
- (2) Twenty dollars (\$20.00) per vehicle for an annual permit.
- (3) Ten dollars (\$10.00) per vehicle for an annual permit for persons over the age of sixty-five (65).
- (4) Ten dollars (\$10.00) per vehicle for an annual permit for handicapped persons. For purposes of this section, "handicapped" shall mean any person presenting a letter from a licensed medical doctor or the Veterans Administration when applying for a permit, which said letter certifies that the person has a permanent disability.

Park vendor's permit fee

- (a) The cost of each seasonal vendor's permit shall be \$100.00 per vehicle, which shall be paid at the time application is made.
- (b) A permit for three (3) consecutive days can be issued at a cost of \$35.00 per vehicle, which shall be paid at the time application is made.

Park facility and activity fees

- (a) Fees for sports tournaments and leagues:

Baseball	
Youth league ages 13-14	\$850.00/team
Adaptive t-ball*	\$30.00/player
Youth league ages 8-12	\$650.00/team
Fields - improved	\$20.00/hour
Fields - lighted (Bell St., Glenmore, Padrone, Mountain View)	\$1.00/hour
Fields - marking (TLCA - any outside tournament)	\$25.00
Fields- unimproved	\$1.00/hour
Basketball	

Adaptive*	\$30.00/player
Adult league	\$250.00/team
Youth league/individual	\$60.00/player
Youth league/team	\$450.00/team
Youth league/team with uniforms	\$550.00/team
Youth preseason tournament	\$175.00/team
Youth regional tournament	\$150.00/team
Gate fees	\$3.00/day; \$5.00/weekend
Flag football	
Adult league	\$275.00/team
Adult tournament	\$175.00/team
Youth league	\$60.00/player; \$500.00/team
Youth league early registration	\$55.00/player
Youth league late registration	\$80.00/player
Youth league with uniforms	\$600.00/team
Youth preseason tournament	\$100.00/team
Kickball	\$200.00/team
Soccer	
Adaptive*	\$30.00/player
Softball	
Adult league	\$325.00/team
Youth girls league	\$450.00/team
Softball resale	\$6.00 for 1 ball; \$30.00 for 6; \$55.00 for 12; + tax
Volleyball	\$300.00/team
With jerseys	\$360/team
Adaptive*	\$30.00/player

Adult league	\$190.00/team
Adult tournament	\$10.00/player
Other	
Summer track meet events	\$5.00/spectator \$10.00/athlete
Athletic leagues/tournaments	\$50.00/entry
Future adaptive added	\$30.00

* City Council approved fees below cost of service by ordinance 05/21/2019.

(b) Swimming pool fees:

Admissions/daily entry	\$5.00 - ages 3—64 \$3.00 - over 65
Admissions/daily entry - group rate (20+ ppl)	\$3.00
Family pool pass (4 ppl)	\$250.00
Family pool pass - additional people	\$50.00/person
Individual pool pass	\$100.00
Private rental	\$325.00/every two hours; \$100.00 deposit
Private rental - additional people	\$150.00/additional 100 people
Rotunda only rental off season	\$75.00/hour*; \$100.00 deposit
Semi-private rental	\$30.00/hour* + \$3.00/guest
Swim lesson registration	\$60.00/person
Table with umbrella rental	\$15.00/hour*

* 2 hour minimum

(c) *Nature center fees:*

Birthday parties	\$80.00 for 12 people + \$1 per additional person
General admission - 13 +	\$3.00
General admission - 4-12	\$2.00
Offsite tour	\$75.00
Onsite tour (25 people)	\$60.00
Onsite tour - additional people	\$1.25/person
Sleepovers	\$25.00 - 35
Summer camp/critter crawl, etc.	\$80.00/week
Adoption - basic	\$10.00
Adoption - memorable	\$25.00
Adoption - plus	\$50.00
Membership - benefactor	\$75.00
Membership - corporate	\$150.00
Membership - family	\$50.00
Membership - individual	\$25.00

(d) *Texas Sports Bank Complex Rental Fees:*

Field rental /day no lights	\$75.00/day; \$10.00/hour
Field rental/day with lights	\$81.25/day; \$25.00/hour
San Angelo Girls Fast Pitch Association field rental	\$500.00/field for 30 days
Southern little league rental	\$500.00/field for 3 days
Southern little league t-ball field rental	\$250.00/field for 3 days
Tournament fees	\$175.00—\$250.00 tournament fee; \$50.00—\$75.00 bracket fee
Tournament gate fees	\$150.00 flat rate per gate/per quad/per day

(e) Facility rental fees (rentals subject to department rules and regulations for use.):

Venue	Rate	Deposit
<i>Carl Ray Johnson Gym Rentals</i>	\$25.00	N/A
<i>Private party use</i>		
City park pavilion *	\$15.00/hour	N/A
Civic league park bridal path and garden area (2 hour rental)	\$50.00	N/A
Civic league park pavilion (2 hour rental)	\$50.00	N/A
Glenmore Park Pavilion *	\$15.00/hour	N/A
Jaime Padron Memorial Park Pavilion *	\$15.00/hour	N/A
James M. Rogers Garden Gazebo at Rio Concho Park (2 hour rental)	\$50.00	N/A

Kids' Kingdom Pavilion *	\$15.00/hour	N/A
Kirby Park In-Line Hockey Rink (2 hour minimum)	\$15.00/hour	N/A
Kirby Park Pavilion (12 hour rental)	\$300.00	\$100.00
Kirby Park Pavilion and Concession (12 hour rental)	\$400.00	\$100.00
Lone Wolf Bridge (2 hour rental)	\$50.00	N/A
Martin Luther King Jr. Memorial Park Pavilion *	\$15.00/hour	N/A
Producers Pavilion *	\$15.00/hour	N/A
Tiered Plaza/Celebration Bridge (2 hour rental)	\$50.00	N/A
Visitor's center grounds (1 hour rental)	\$50.00	N/A
<i>Rec center room rental</i>		
Carl Ray Johnson (2 hour minimum)	\$25.00/hour	N/A
South Side (2 hour minimum)	\$50.00/hour	\$50.00
SS with Dance/DJ (2 hour minimum)	\$50.00/hour	\$100.00
<i>Santa Fe Crossing</i>		
Activity room rental (3 hour minimum)	\$35.00/hour	\$100.00
Activity room rental - all day	\$275.00	N/A
Conference room rental (3 hour minimum)	\$25.00/hour	\$50.00
Dining room rentals (3 hour minimum)	\$45.00/hour	\$100.00
Dining room rentals - all day	\$350.00	N/A
<i>Station 618</i>		
Activity room rental (3 hour minimum)	\$100.00/hour	\$300.00
Ceramic room rental (3 hour minimum)	\$25.00/hour	\$50.00
Computer room rental (3 hour minimum)	\$50.00/hour	\$100.00
Senior related activities discount	N/A	50% of deposit

* Limited to a two (2) hour minimum and four (4) hour maximum rental.

- (f) *Miscellaneous event fees* (fees for events not listed shall be as established by the director of parks and recreation with concurrence of the city manager):

Date night admission - daddy/daughter or mother/son	\$12.00
Date night admission - family night	\$20.00
Movie/camp out in the park	\$5.00/person
Senior programs (per month)	\$4.00-\$10.00
Summer camp - registration fee	\$45.00/person
Summer camp - weekly fee	\$65.00/person
Summer camp weekly holding fee	\$20.00
Summer camp track	\$80.00/person

- (g) *Nutrition lunches fees:*

Nutrition lunches - registered members over 55 years	\$3.00 suggested donation
Nutrition lunches - nonregistered members	\$6.00

MOTOR VEHICLE ESCORT FEES (Previously Article A7.000 in Appendix A - Fee Schedule)

License fee

The fee for any license granted to a private motor vehicle escort service shall be the sum of fifty dollars (\$50.00) per annum, which sum shall be paid before such license certificate is issued.

Driver's permit fees

Upon application for an escort driver's permit in accordance with the provisions of article 10.08 of the Code of Ordinances, each applicant shall pay a service charge of twenty-five dollars (\$25.00) for the cost of fingerprinting and other services necessary to procure the permit. The permit, when issued, shall not be transferable; however, it shall be lawful for the holder of such permit to use the same permit if he changes employment from one motor vehicle escort service to another. Every such permit shall be for a term of one (1) year from the date of issuance and may be renewed for a service fee of five dollars (\$5.00) provided the person seeking renewal has not violated any terms of article 10.08.

UTILITY RELATED FEES (Previously Article A8.000 in Appendix A - Fee Schedule. See Code of Ordinances for additional rate schedules)

Injury to or obstruction of apparatus, equipment or facilities

An administrative penalty of two hundred dollars (\$200.00) shall be assessed for injury to or obstruction of apparatus, except in those cases where the fair market value of the damage done to the apparatus is greater than two hundred dollars (\$200.00), in which case the administrative penalty shall be the full fair market value of the damage done as determined by the city manager or the city manager's designee.

Water service and meter charges

(a) *Fees for connection and reconnection.*

- (1) During regular business hours, there shall be a charge of twenty dollars (\$20.00) for the activation (turn on) of a water account and no charge for discontinuance of service.
- (2) After regular business hours, there shall be an additional charge of fifty dollars (\$50.00) to the above charges.
- (3) For temporary disconnection and reconnection of water service, there shall be a single charge of fifteen dollars (\$15.00).

(b) *Meter fees.* Any person purchasing a meter shall have the option to pay for such meter and expenses in interest-free installments on the following schedules:

- (1) If the cost of the meter and expenses is no more than \$300.00, the payments shall be made in three (3) equal monthly installments. The first installment shall be due on the 5th day of the month following the month the meter is installed. The remaining installments shall be due on the 5th day of the next two (2) months until paid in full.
- (2) If the cost of the meter and expenses is between \$300.01 and \$600.00, the payments shall be made in six (6) equal monthly installments. The first installment shall be due on the 5th day of the month following the month the meter is installed. The remaining installments shall be due on the 5th day of the next five (5) months until paid in full.
- (3) If the cost of the meter and expenses is between \$600.01 and \$900.00, the payments shall be made in nine (9) equal monthly installments. The first installment shall be due on the 5th day of the month following the month the meter is installed. The remaining installments shall be due on the 5th day of the next eight (8) months until paid in full.
- (4) If the cost of the meter and expenses is greater than \$900.01, the payments shall be made in twelve (12) equal monthly installments. The first installment shall be due on the 5th day of the month following the month the meter is installed. The remaining installments shall be due on the 5th day of the next eleven (11) months until paid in full.
- (5) A person wishing to defer payment under this subsection shall be required to execute appropriate documentation setting forth his/her obligation to pay within the time periods specified above.

Water tap connections

(a) Any person ordering a water tap connection at premises within the city shall be charged for such water tap connection in accordance with the following schedule:

5/8"	\$100.00 where stubbed out by developer
5/8"	\$150.00 plus cost of trench repair
1"	\$250.00 plus cost of trench repair

1½"	\$450.00 plus cost of trench repair
2" turbine	\$575.00 plus cost of trench repair
2" compound	\$1,225.00 plus cost of trench repair
3" turbine	\$1,875.00 plus cost of trench repair
3" compound	\$2,625.00 plus cost of trench repair
4" turbine	\$2,350.00 plus cost of trench repair
4" compound	\$3,300.00 plus cost of trench repair
6" turbine	\$3,500.00 plus cost of trench repair
6" compound	\$5,500.00 plus cost of trench repair
1½" lake meter	\$450.00
1" fire service tap	\$800.00
4" fire service tap	\$1,600.00
6" fire service tap	\$2,500.00

- (b) Any person ordering a water tap connection at premises located outside the city shall be charged for such water tap connection one and one-half (1½) times the above-stated schedule for each size tap.
- (c) Any person leasing a lake lot from the city shall not be required to pay the tap connection fee when requesting approval for capital improvements; provided, however, if such improvement is a lawn sprinkler system which uses raw water, payment of the fee will not be required at that time.

Water billing charges

- (a) *Delinquent accounts; other charges.*
- (1) Any water utilities bill not paid within twenty-five (25) days after the billing date shall be deemed delinquent and a late fee of 15% on the total new charges for the month of delinquency shall be added to the account for the expense of handling the delinquent account.
 - (2) Any customer whose water service has been discontinued due to a delinquency shall be required to pay the accrued bill, including the late charge, plus a reconnect charge of thirty dollars (\$30.00), before water service will be reactivated for the account.
 - (3) A charge will be added to a customer's account for each returned check as provided in section 2.03.061 of the Code of Ordinances and section A10.001 hereof.

Water, sewer and trash service deposits

- (a) *Water service.* Each and every water meter shall require the following minimum cash deposit:

Meter Size	Residential	Commercial*
⅝"	\$100.00	\$160.00

1"	\$110.00	\$330.00
1½"	\$120.00	\$340.00
2"	\$150.00	\$640.00
3"	\$525.00	\$830.00
4"	\$650.00	\$900.00
6"	\$1,000.00	\$1,070.00

*The amounts shown for commercial deposits shall be the minimum allowed. The actual deposit will be determined by the water utility department based on similar types of uses.

- (b) *Sewer service.* Each and every customer establishing sewer service without water service, whether with or without trash service, shall make a minimum cash deposit with the water department of the following amount:
 - (1) Residential: \$50.00.
 - (2) Commercial: \$100.00.
- (c) *Trash service.* Each and every customer establishing trash service without water or sewer service shall make a minimum cash deposit with the water department of the following amount:
 - (1) Residential: \$50.00.
 - (2) Commercial: \$100.00.
- (d) *Waiver.*
 - (1) Residential customers may request a waiver of the deposit requirement.
 - (2) A waiver will be granted upon confirmation of a history of no delinquencies on the requestor's prior or active accounts with the water utilities department.
- (e) *Interest.* All cash utility deposits made prior to October 1, 2004, shall accrue simple interest at the annual rate of four percent (4%) until September 30, 2004. No deposit shall accrue any interest nor shall any interest amount be paid on amounts on deposit after September 30, 2004.

Reactivation of multiple meters

Discontinued use of one of multiple meters located on a premises, for a period of less than six (6) months, shall require a fifty dollar (\$50.00) reactivation fee.

Meter test fees; repair fee

- (a) Any person requesting that a meter be tested for accuracy shall deposit with the water utilities department a security of forty dollars (\$40.00), plus any additional amount deemed necessary by the city manager or his designated agent to pay the cost of said meter test.
- (b) The account at a location at which damage has been done to the city meter or facilities shall be subject to a repair fee of thirty-five dollars (\$35.00), or the actual cost of the repair, whichever amount is greater. In determining whether a fee shall be assessed, the apparent source of the damage shall be considered.

Fire hydrant permit fee

Said permit shall be in writing and shall contain such terms, conditions and regulations as may be prescribed by the city council to use water from fire hydrants.

- (1) The applicant shall pay to the city a permit fee of fifteen dollars (\$15.00).
- (2) A deposit of one thousand dollars (\$1,000.00) shall be paid prior to the placement of each fire hydrant meter. Removal of a meter from the authorized location may result in forfeiture of the deposit. Repair costs necessary on a returned meter may be deducted from the deposit at the discretion of the director of water billing.
- (3) A twenty dollar (\$20.00) connection fee shall be charged for each meter set. Installed meters may only be moved by city personnel.
- (4) Use of a fire hydrant meter at an unauthorized location or by an unauthorized party or tampering with or damaging a meter may result in an administrative penalty of no more than one hundred dollars (\$100.00) per day or occurrence. Appeal of the assessed administrative penalty may be had by making written application to the director of water billing no later than ten days from the assessment of the penalty.

Sewer connection permit fee

- (a) All persons, firms or corporations who desire to tie on or to connect with the sewer mains of the city so that the premises owned or controlled by such persons, firms and corporations shall be serviced by said sewer mains shall, before connecting with or tying on to said sewer mains, obtain a permit therefor from the city, and upon obtaining such permit shall pay a fee of five dollars (\$5.00) to the city.
- (b) In the event that a person, firm or corporation desires to drain or backwash a swimming pool into the sewer mains of the city, such persons, firms or corporations shall, before connecting with or tying onto said sewer mains (either by adding the swimming pool drainage or backwash onto such person's, firm's or corporation's private sewer service line or connecting onto the city's sewer main), obtain a permit for each swimming pool to be connected from the city, and upon obtaining such permit shall pay a fee of five dollars (\$5.00) to the city, which fee shall be in addition to the fee for connecting any other wastewater to the city's sanitary sewer system.
- (c) Any person, firm or corporation owning or controlling property on which a swimming pool is located is hereby required to notify the city if said swimming pool drainage or backwash has been previously connected to the city's sanitary sewer system.

Sewer line extension fees to Lake Nasworthy

As sewer service is extended to areas of Lake Nasworthy, each leaseholder shall be assessed a per-lot fee of five hundred eighty-three dollars (\$583.00), which shall be paid upon service availability.

Designation of sewer charges to special fund

The following portion of the monthly base fee billed under section A8.002(b)(1) shall be designated to a special account for wastewater capital improvements (CIP account):

Water Meter Size	Portion of Base Rate to CIP Account
5/8"	\$4.64
1"	\$5.37
1½"	\$6.10
2"	\$7.67
3"	\$20.16
4"	\$24.88

6"	\$35.69
8"	\$47.96

PLANNING RELATED FEES (Previously Article A9.000 in Appendix A - Fee Schedule)

Trailer coach park license fee; transfer fee

The annual license fee for each trailer coach park shall be fifty dollars (\$50.00). The fee for the transfer of the license shall be five dollars (\$5.00).

Planning and development fees

Applications for change of zoning classification (not including planned development districts and certain exceptions specified below in this same section), applications for special use approval, and applications for conditional use approval:

- (1) Zone change: \$500.00.
- (2) Special use: \$400.00.
- (3) Conditional use: \$385.00.

Planned development fees

- (a) Application for zone change to a PD district, requiring an area of 1.0 acre or more: \$600.00.
- (b) Application for site plan review of proposed development in PD district: \$125.00.
- (c) Application to amend PD ordinance: \$225.00.
- (d) Required Sign Fee: \$20.00

Zoning board of adjustment application fees

- (a) Request for variance from zoning regulations: \$250.00.
- (b) Request for administrative adjustment to zoning regulation: \$170.00.

Preliminary plats, final plats and variances

- (a) Plats (preliminary, final, or replats): \$275.00.
- (b) First variance: \$125.00.
- (c) Additional variance (each): \$75.00.
- (d) Supplemental fee for replats requiring notification: \$106.25.

Final plats or replats of administrative subdivisions

- (a) Any size of subdivision or resubdivision: \$250.00.
- (b) Supplemental fee for replats requiring notification: \$241.00.

Miscellaneous planning fees

- (a) Request for expansion of nonconforming use: \$353.00.
- (b) Request for consideration of sign variance: \$200.00.
- (c) Request for temporary permit: \$118.75.
- (d) Street name change: \$500.00 (plus cost of official city signage).
- (e) Release of easement: \$500.00.
- (f) Request for right-of-way abandonment or encroachment: \$450.00.
- (g) Request for design & historic review commission review: \$385.00.
- (h) Request for comprehensive plan amendment: \$500.00.
- (i) Request for zoning verification letter: \$25.00.
- (j) Request for annexation: \$1,000.00.

- (k) Design & historic review, administratively eligible: \$195.00.
- (l) Urban design review: \$125.00.
- (m) Amendments: \$200.00.
- (n) Third-party appeal*: \$200.00.
- (o) Certificate of appropriateness: \$100.00.
- (p) Disannexation: \$600.00.
- (q) Newspaper publication of notice: \$125.00.
- (r) Administrative amendment: \$130.00.
- (s) Design & historic review – like for like \$90.00.

* On appeal by a third party not the applicant, the appeal fee is due and payable on or before the deadline for filing the appeal. Notice of appeal by a third party not accompanied with payment of the applicable appeal fee shall be deemed incomplete and any right to appeal waived if the fee is not paid in full prior to expiration of the time permitted for appeal.

Conveyance of property interest in right-of-way abandoned by city

The following fees shall be required for conveyance (by quit-claim deed) of interest in rights-of-way abandoned by the city council:

- (1) *For improved streets and alleys:* Three-quarters ($\frac{3}{4}$) the average assessed value of abutting land, by square foot, according to the most recently approved property tax roll compiled by the Tom Green County appraisal district, multiplied by the square feet of land in the right-of-way abandoned and thence conveyed to the applicant as an abutting owner of property, plus appropriate administrative fees charged on an hourly basis.
- (2) *For unimproved streets and alleys:* One-half ($\frac{1}{2}$) the average assessed value of abutting land, by square foot, according to the most recently approved property tax roll compiled by the Tom Green County appraisal district, multiplied by the square feet of land in the right-of-way abandoned and thence conveyed to the applicant as an owner of abutting property, plus appropriate administrative fees charged on an hourly basis.
- (3) *For streets and alleys where significant easements for access by the public and/or utilities are reserved:* One-half ($\frac{1}{2}$) the cost applicable to either circumstance described in subsection (1) or (2) above, plus appropriate administrative fees charged on an hourly basis.

General provisions

- (a) The following discount applies to fees for plan reviews associated with subdivision plats and urban design reviews for such projects that fully utilize the City's online application system, including digital submission of all applications, plans, and other required documents, discount of \$50*

*The discounts provided herein shall expire at the one-year anniversary of the adoption of the resolution (5/4/21), unless extended by the City Council.

RETURNED CHECK FEES AND LATE FEES (Previously Article A10.000 in Appendix A - Fee Schedule)

Returned check fee

The fee for each check tendered to the city, its departments or divisions and returned for insufficient funds or because the account is closed shall be twenty-five dollars (\$25.00).

Late fee

The fee for late payments, as further specified in section 2.03.062 of the Code of Ordinances, shall be five dollars (\$5.00) or five percent (5%) of the sum due, whichever is greater.

FIRE AND RESCUE SERVICE FEES (Previously Article A11.000 in Appendix A - Fee Schedule)***Service fees*****(a) *Vehicles.***

Vehicle Type	Apparatus	Price
1	Class A engine	\$500.00
1	Aerial	\$500.00
2	Rescue (heavy)	\$600.00
3	Brush truck	\$400.00
4	Command car/truck	\$200.00
1	Ladder (L-1)	\$500.00
1	Engine 2 (E-2)	\$500.00
1	Engine 3 (E-3)	\$500.00
1	Engine 4 (E-4)	\$500.00
1	Engine 5 (E-5)	\$500.00
1	Engine 6 (E-6)	\$500.00
1	Engine 7 (E-7)	\$500.00
1	Reserve 21 (R-21)	\$500.00
1	Reserve 22 (R-22)	\$500.00
1	Reserve 23 (R-23)	\$500.00
2	Rescue 1 (R-1)	\$600.00
3	Brush 1 (Brsh-1)	\$400.00
4	Battalion chief (Batt-1)	\$200.00

(b) *Hand tools.*

Tool	Price
Flathead axe	\$17.00
Pickhead axe	\$17.00
Long pike pole	\$17.00
Sheetrock pike pole	\$17.00

Short pike pole	\$17.00
Pry axe	\$17.00
Hooligan tool	\$17.00
Bolt cutters	\$17.00
Pry bar	\$17.00
Fire rake	\$17.00
Shovels	\$17.00
Scoops	\$17.00
Brooms	\$12.00
All hand tools	\$12.00

(c) *Fire equipment.*

Tool	Price
Foam nozzle	\$55.00
Foam eductor	\$50.00
AFFF foam - per gallon	\$40.00
Class A foam - per gallon	\$25.00
Piercing nozzle	\$40.00
M/S fog nozzle	\$55.00
M/S straight bore nozzle	\$30.00
Salvage cover	\$28.00
SCBA pack	\$85.00
Hall runner	\$18.00
Portable tank	\$75.00
PPV fan - per hour	\$55.00
Generator, portable - per hour	\$55.00
Generator - per hour	\$55.00
Chain saw - per hour	\$45.00

Water extinguisher	\$22.00
Dry chemical extinguisher	\$45.00
CO2 extinguisher	\$45.00
Scene lights	\$22.00
Portable pump - per hour	\$95.00
Float pump - per hour	\$65.00
Water vests	\$30.00
Thermal imaging camera	\$75.00
Heat detection gun	\$75.00
Sawzall	\$55.00

(d) *Hazardous material equipment.*

Supplies/Service	Price
Absorbent - per bag	\$23.00
Absorbent booms	\$60.00
Top sol	\$35.00
Disposable coveralls	\$30.00
Neoprene gloves	\$20.00
Latex gloves	\$6.00
Over boots	\$25.00
Disposable goggles	\$15.00
Gas plug kit	\$50.00
Plug and dike	\$65.00
Drum liners	\$10.00
Barricade tape	\$22.00
Poly sheeting	\$55.00
Removal of hazardous material	\$150.00
Disposal of hazardous material	\$150.00

Gas multi meter	\$65.00
CO2 meter	\$65.00
Terrazyme	\$70.00
Microblaze - per quart	\$10.00
Microblaze - per 5 gallons	\$150.00

(e) *Rescue equipment.*

Tool	Price
Spreaders	\$250.00
Cutters	\$250.00
Rams	\$250.00
Air bags	\$250.00
K-12 saw	\$55.00
Target saw	\$55.00
Ajax tool	\$25.00
K-tool	\$25.00
Windshield tool	\$15.00
Rescue blanket	\$32.00
Rope	\$25.00

(f) *Ambulance/transport/transfer fees.*

Transfer/transport for ambulance aircrew	\$337.00
Institutional charge for non-reimbursed patient	\$337.00
BLS non-emergency	\$853.00
BLS emergency	\$1,365.00
ALS non-emergency	\$950.00
ALS 1 emergency	\$1,621.00
ALS 2 emergency	\$2,347.00

Transport medical team: with or without patient; to or from destination (one way)	\$350.00
Mileage fee (per patient mile)	\$22.00
Out of city, still in county *Additional charge	\$150.00
Out of county transport over 150 miles *Additional charge	\$250.00
Standby services *Four (4) hour minimum	\$400.00 minimum charge for four hours. Each additional hour \$100.00

- (1) *Review annually:* Review annually, commencing on or before April 16, 2019, city council shall conduct a public hearing for review of ambulance and transportation fees under this subpart (f) of section A11.001, to consider the current costs and revenues relating to those services and reaffirm or amend the fees for such services as necessary to establish fees that reasonably reflect the cost to the city of providing the service.

FIRE SAFETY INSPECTION FEES (Previously Article A12.000 in Appendix A - Fee Schedule)***Inspection fees***

- (a) The city shall charge an inspection fee for each fire safety inspection of the facilities or operations listed in subsection (c).
- (b) If a facility or an operation qualifies for a facility or an operation inspection fee under more than one category listed in subsection (c), the highest fee shall be assessed. Inspection fees shall not be cumulative for a single inspection.
- (c) The inspection fees are:

Type of Facility or Operation	Operational Fee
Registered homes, foster homes and adoptive services	\$25.00
Institutions requiring a state inspection (e.g., the girls' home)	\$50.00
Schools, day care centers, and Head Starts	\$172.00
Apartment complexes	\$172.00
Hotel/motel	\$134.00
Aviation facilities	\$98.00
Alcoholic beverages licensed establishments	\$100.00
Hospitals and nursing homes	\$317.00
Amusement buildings	\$50.00
Automatic fire-extinguishing systems	\$25.00
Carnivals and fairs	\$300.00
Combustible dust-producing operations	\$50.00
Compressed gases	\$50.00
Cryogenic fluids	\$50.00
Dry cleaning plants	\$50.00
Explosives	\$50.00
Exhibits and trade shows	\$86.00
Fire alarm and detection systems and related equipment	\$40.00
Flammable and combustible liquids	\$50.00
Hazardous materials	\$50.00
High-piled storage	\$95.00

Industrial ovens	\$50.00
Lumber yards and wood-working plants	\$95.00
LP gas	\$50.00
Miscellaneous combustible storage	\$50.00
Open burning	\$100.00
Pyrotechnic special effects material	\$75.00
Repair garages and motor fuel dispensing facilities	\$76.00
Spraying and dipping	\$76.00
Storage of scrap tires and tire products	\$86.00
Tire-rebuilding plants	\$50.00
Waste handling/recycling facilities	\$95.00
Wood products	\$50.00
Wrecking yards	\$95.00
Fire watch (2-hour minimum)	\$65.00 per hour
Fire code compliance (includes plan review and final inspection)	\$172.00
Other facilities and operations	\$25.00

Fire prevention permit fees

The city shall charge the following permit fees for the installation of fire protection systems in the city:

- (1) Sprinkler system installation: \$182.00.
- (2) Fire alarm systems: \$172.00.
- (3) Hood system installation - witness the acceptance test of the system: \$86.00.
- (4) After-hours inspections: \$50.00 per hour with a minimum charge of \$100.00.

HEALTH AND SANITATION RELATED FEES (Previously Article A13.000 in Appendix A - Fee Schedule)

Food Establishment permit fees

- (a) Annual food establishment permit: \$150.00.
- (b) Annual food establishment permit fee for each additional service area: \$25.00.
- (c) 6-month seasonal (i.e., sno-cone) food establishment permit: \$100.00.
- (d) Annual Farmer's Market food establishment permit: \$100.00
- (e) 14-day temporary food establishment permit fee: \$70.00
- (f) 3-day temporary food establishment permit fee: \$50.00
- (g) Late fee: \$25.00 per month after January 31st

Fees for permits to transport septic tank contents

- (a) Application fee: \$50.00.
- (b) Each additional vehicle: \$10.00 each.
- (c) Such permit shall be in force for one (1) year after the issuance thereof.

Private sewage facility license fees

- (a) Residential: \$200.00.
- (b) Commercial: \$400.00.
- (c) Reinspection: \$50.00.

Pool and spa permit fees

- (a) Permit: \$100.00 per facility per year.
- (b) Each additional pool or spa at each facility: \$25.00 each.
- (c) Reinstatement of permit following a suspension or revocation: \$50.00.

Nursing division fees

- (a) Copies of medical records: \$5.00.
- (b) Sampling collection: \$20.00.
- (c) STD appointment/testing: \$25.00.
- (d) STD follow-up appointment: \$10.00.
- (e) TB testing: \$20.00.
- (f) Lab services: Actual cost plus sampling collection fee.

* The health services director shall have the authority to reduce or waive fee schedule fees designated under this section for services provided at scheduled STD Outreach Clinics, and services provided through the in-house STD and immunizations clinics.

CEMETERY FEES (Previously Article A14.000 in Appendix A - Fee Schedule)

Burial

- (a) Opening and closing (includes tent, chairs): \$1,250.00.
- (b) Opening and closing stacking (includes tent, chairs): \$1,350.00.
- (c) Opening and closing columbarium: \$650.00.
- (d) Opening and closing (infant): \$300.00.
- (e) Concrete box: \$600.00.
- (f) Concrete vault: \$675.00
- (g) Outside container setting fee (steel vault): \$100.00.

Cremation

Cremation burial opening and closing: \$500.00.

Set up

- (a) Tent set-up: \$300.00.
- (b) Second tent: \$150.00.

Overtime

- (a) Saturday funerals 8:00 a.m. to 12:00 p.m.: \$325.00.
- (b) Weekend grave opening for day after holiday or Monday funerals: \$175.00.
- (c) Overtime hourly (weekdays after 4:30, Saturday after 12:00): \$175.00.

Burial spaces

- (a) Adult spaces - includes perpetual care: \$2,500.00 (\$2,000.00 space and \$500.00 p.c.).
- (b) Adult spaces used for stacking: \$4,500.00.
- (c) Columbarium 12 x 12 niche: \$2,400.00.
- (d) Columbarium 8 x 8 (double): \$1,800.00.
- (e) Columbarium 8 x 8 (single): \$1,200.00.
- (f) Cremation burial spaces: \$900.00 (\$810.00 space and \$90.00 p.c.).
- (g) Infant burial spaces: \$300.00.

Disinterment

- (a) Disinterment - re-interment (adult) (half of fee to disinter only): \$3,500.00.
- (b) Disinterment - re-interment (infant) (half of fee to disinter only): \$685.00.

Marker fees

- (a) Niche face plate engraving: \$550.00.
- (b) Veterans marker setting fee: \$25.00.
- (c) Marker survey fee: \$100.00.

Lot transfers

Lot transfer fee: \$75.00.

FACILITY USE FEES (Previously Article A15.000 in Appendix A - Fee Schedule)

Airport conference room

Conference room fee per hour: \$16.00.

Fort Concho Facility Fees

(a) Fees for rental of Fort Concho facilities shall be as follows:

Venue	Daily Rate*	Additional Partial Days*	Deposit
Barracks 6	\$300.00	\$150.00	\$150.00
Commissary	\$600.00	\$300.00	\$300.00
Courtyard	\$150.00	\$75.00	\$75.00
Officer Quarters 1	\$125.00—\$175.00	\$100 .00	\$100.00
Officer Quarters 8	\$250.00	\$125.00	\$125.00
Quartermaster	\$500.00	\$250.00	\$250.00
Stables	\$1,500.00	\$750.00	\$750.00

*501(c)(3) organizations shall be eligible for a discount of 50% from the fee schedule for Monday through Thursday.

(b) Fees for event attendance, event rentals and membership:

Children's workshops/youth—attendance	\$10.00—\$35.00
Christmas Event - attendance	\$3.00—\$7.00
Christmas Event - food booth—rental	\$250.00—\$400.00
Christmas Event - space rental	\$300.00—\$400.00
Christmas Event - Sutler Fee—rental	\$100.00
Event food sales	20% of gross
Frontier Day - booth rentals	\$10.00—\$100.00
Frontier Day - pancake breakfast—attendance	\$6.00
Halloween theme - night programs—attendance	\$5.00—\$15.00
Memberships	\$35.00—\$5,000.00
National Cowboy Day—attendance	\$8.00—\$10.00
Regional Cavalry competition Registration	\$85.00—\$150.00

Tours - guided	\$5.00 adults, \$4.00 seniors/military, \$3.00 children 7-17
Tours - self guided	\$3.00 adults, \$2.00 seniors/military, \$1.50 children 7-17
Event tours - docent	\$5.00/person; \$150.00 min charge
Evening at Fort Concho-including use of Barracks 6 or officers' quarters 8	\$8.00/person; \$350.00 min charge
Baseball demonstration—attendance	\$6.00/person; \$300.00 min charge
Baseball demonstration with artillery demonstration—attendance	\$150.00 additional
Artillery demonstration—attendance	\$300.00

Civic events facility use fees

(a) *El Paseo:*

Camper space	\$20.00
Courtyard	\$25.00
Electrical hookup	\$25.00
Grounds	\$50.00/day
Rental - base rate	\$100.00/day *
Rental - convention	\$150.00/day *
Rental - ticketed events	\$200.00/day *

* 10% discount for Monday-Thursday rentals.

(b) *Farmer's Market Pavilion:*

Rental - base rate	\$50.00/day *
Rental - convention	\$100.00/day *
Rental - ticketed events	\$200.00/day; 10% of sales * **

* 10% discount for Monday-Thursday rentals.

** Civic events manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(c) *Foster Coliseum:*

Horse stalls	\$10.00/night
Movie-in/move-out	\$1,750.00/day
Rental - commercial, nonticketed	\$1,250.00/day* **
Rental - commercial, ticketed	\$1,750.00/day; 10% of sales * ** ***
Rental - noncommercial, nonticketed	\$1,000.00/day * **
Rental - noncommercial, ticketed	\$1,500.00/day; 10% of sales * ** ***

* 10% discount for Monday-Thursday rentals.

** 50% discount for Monday-Thursday half day rentals.

*** Civic events manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(d) *Indoor Arena:*

Rental - commercial, nonticketed	\$150.00/day*
Rental - commercial, ticketed	\$300.00/day; 10% of sales * **
Rental - noncommercial, nonticketed	\$100.00/day *
Rental - noncommercial, ticketed	\$200.00/day; 10% of sales * **

* 10% discount for Monday-Thursday rentals.

** Civic events manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(e) *McNease Convention Center:*

Kitchen fee	\$100.00
Move-in/move-out	Half of rental fee
Rental - entire building - base rate	\$2,000.00/day *
Rental - entire building - convention rate	\$2,250.00/day; 10% of sales * ***
Rental - entire building - ticketed rate	\$2,500.00/day; 10% of sales * ***
Rental - ballroom - base rate	\$1,500.00/day * **
Rental - ballroom - convention rate	\$1,500.00/day; 10% of sales * ** ***
Rental - ballroom - ticketed rate	\$1,650.00/day; 10% of sales * ** ***
Rental - ½ ballroom - base rate	\$500.00/day * **
Rental - ½ ballroom - convention rate	\$500.00/day; 10% of sales * ** ***

Rental - ½ ballroom - ticketed rate	\$550.00/day; 10% of sales * * * * *
Rental - ⅓ ballroom - base rate	\$1,000.00/day * * *
Rental - ⅓ ballroom - convention rate	\$1,000.00/day; 10% of sales * * * * *
Rental - ⅓ ballroom - ticketed rate	\$1,100.00/day; 10% of sales * * * * *
Rental - north meeting room	\$600.00/day; \$300.00/4 hrs *
Rental - north ½ small meeting room	\$200.00/day; \$125.00/4 hrs *
Rental - north ⅓ small meeting room	\$400.00/day; \$250.00/4 hrs *
Rental - south meeting room	\$350.00/day; \$200.00/4 hrs *
Rental - south ¼ small meeting room	\$100.00/day; \$50.00/4 hrs *
Rental - south ½ small meeting room	\$200.00/day; \$100.00/4 hrs *
Rental - south ⅓ small meeting room	\$300.00/day; \$150.00/4 hrs *
Rental - entire upstairs meeting rooms	\$450.00/day; \$225.00/4 hrs *
Rental - single upstairs meeting room	\$200.00/day; \$100.00/4 hrs *

* 10% discount for Monday-Thursday rentals.

** 50% discount for Monday-Thursday half-day rentals.

*** Civic events manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(f) *Pecan Creek:*

Rental weekdays (Monday-Thursday)	\$250.00/day
Rental weekends (Friday-Sunday)	\$350.00/day

(g) *River Stage:*

Rental - base rate	\$500.00/day * * *
Rental - convention rate	\$750.00/day; 10% of sales * * * * *
Rental - ticketed rate	\$1,000.00/day; 10% of sales * * * * *

* 10% discount for Monday-Thursday rentals

** 50% discount for Monday-Thursday half-day rentals

*** Civic events manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(h) *Other rental fees:*

Rental - city hall east mezzanine	\$200.00/day; \$125.00/4 hrs
Facility fees - base rate	\$2.00/ticket over \$5.00 \$.50/ticket \$5.00 or less
Facility fees - multiple date users	\$0.75/ticket
Facility fees - nonprofits	\$0.50/ticket
Facility fees - non-profits & multiple date users	\$0.25/ticket

(i) *Miscellaneous:*

Additional staffing (ticket sellers & takers, sound tech, ushers, stagehands, loaders, etc.)	\$15.00/hour (4 hr minimum)
Novelties	20% of gross sales *

* Civic events manager has the authority to negotiate a capped rate.

(j) *Extras:* Civic events board may increase a fee for any listed extra, not to exceed 25% of the fee effective on date of this amendment.

Additional tables after 20 complementary	Set by civic events board
Chairs - after 150	Set by civic events board
Dinnerware	Set by civic events board
Fencing	Set by civic events board
Forklift	Set by civic events board
Linen napkins	Set by civic events board
Stage lighting	Set by civic events board
Staging/risers	Set by civic events board
Table skirts	Set by civic events board
Tablecloths	Set by civic events board
Water and coffee set up	Set by civic events board

(k) *Discounts and supplemental user fees:*

- (1) Any rental of two or more consecutive days is eligible for a 5% discount on the rental fee.
- (2) All rental agreements are from 8:00 a.m. to 12:00 a.m. midnight. An additional \$100.00/hour will be charged to open prior to 8:00 a.m. on any day.

- (3) Facility discount: Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if they meet the qualification listed in the Civic Events policies.
- (4) Multiple use discount: Clients may be offered a 25-percent discount (during weekday business hours) from the daily rental rates of civic events facilities if they meet the qualification listed in the civic events policies.

RESOLUTION

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AMENDING THE SCHEDULE OF FEES AND CHARGES RELATED TO PARKS AND RECREATION FEES

WHEREAS, a schedule of fees and charges was formally adopted by Resolution by the City of San Angelo City Council on September 15, 2020; and

WHEREAS, the City Council desires to amend the adopted schedule of fees and charges by adjusting fees applicable to Parks and Recreation Fees

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

Part 1. That, the City of San Angelo Schedule of Fees and Charges is amended as detailed on Exhibit “A”, attached hereto and incorporated herein.

Part 2. That all other provisions related to the Schedule of Fees and Charges shall remain unchanged by this Resolution.

PASSED, APPROVED and ADOPTED on this the 21st day of March 2023.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Director of Finance

Theresa James, City Attorney

EXHIBIT "A"

Section 1: That, the City of San Angelo Schedule of Fees and Charges is hereby amended by deleting "PARKS AND RECREATION FEES, Park facility and activity fees, (b) Swimming pool fees " in its entirety and REPLACING it as set out below. This amendment shall be effective April 1, 2023 upon passage.

"Park facility and activity fees"

(b) Swimming pool fees:

Admissions/daily entry	\$5.00 - ages 3—64 \$3.00 - over 65
Admissions/daily entry - group rate (20+ ppl)	\$3.00
Family pool pass (4 ppl)	\$250.00
Family pool pass - additional people	\$50.00/person
Individual pool pass	\$100.00
Private rental	\$325.00/every two hours; \$100.00 deposit
Private rental - additional people	\$150.00/additional 100 people
Rotunda only rental off season	\$75.00/hour*; \$100.00 deposit
Semi-private rental	\$30.00/hour* + \$3.00/guest
Swim lesson registration	\$60.00/person
Table with umbrella Rental	\$15.00/hour*

* 2 hour minimum"



City Council

March 21, 2023

Fee Review

Tina Dierschke

Recreation - Pool	Current Fee	Proposed Fee
Family pass	\$200.00	\$250.00
Family pass - addtl. person	\$25.00	\$50.00
Individual pass	\$75.00	\$100.00
Semi-private rental	\$20.00	\$30.00
Umbrella and table rental	-	\$15.00



City Council

March 21, 2023

Fee Review

Tina Dierschke

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: March 21, 2023

Item type: Consent Item

Caption:

Authorize the City Manager to execute the subdivision participation forms for Allergan, CVS, Walgreens and Walmart Opioid Settlements in which the City of San Angelo would be allocated approximately \$505,575 (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

On May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet approving the allocation of any and all opioid settlement funds within the State of Texas. Under the settlement allocation, the City of San Angelo will receive approximately \$536,509 from the first round of settlement proceeds and approximately \$505,575 from this second round of proceeds to be used to fight the opioid crisis.

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with eleven companies to resolve legal claims for their role in the opioid crisis. Four agreements are with opioid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer, and distributor. Finally, there are three separate settlements with pharmacies: CVS, Walgreens, and Walmart.

FINANCIAL TERMS

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide nearly \$50 billion in payments to states and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. A subdivision can only participate in the agreements if its state participates. The recent settlements with Allergan, CVS, Walmart, and Walgreens bring Texas' combined share to almost \$3 billion, with Allergan paying \$135 million, CVS paying \$304 million, Walgreens paying \$340 million, and Walmart paying \$170 million. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the

more money everyone in Texas will receive. Future opioid litigation by non-participating entities may result in suspension and reduction of future payments. Even without full resolution of claims, states, and subdivisions can still receive substantial payments for resolving a significant portion of current and future claims.

In order to participate in the settlement, the City of San Angelo must agree to accept the allocation method for the proceeds.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------------------|--|
| 1. | Opioid Settlement Information Sheet | Opioid Settlement Information Sheet.docx |
|----|-------------------------------------|--|

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENTS WITH ALLERGAN, CVS,
WALMART, AND WALGREENS.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS APRIL 18, 2023.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a **NEW** opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, and Teva settlements.

To participate in the Allergan, CVS, Walgreens, and Walmart settlements, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this email because Texas settled with Allergan, CVS, Walgreens, and Walmart, and your subdivision may participate in these Settlements. This email is being sent directly to subdivisions who are not litigating against Allergan, CVS, Walgreens, and/or Walmart. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Distributor, Janssen/J&J, Endo, and/or Teva settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. These are settlements with Allergan, CVS, Walgreens, and Walmart.** If you have already signed on to the Allergan, CVS, Walgreens, and Walmart Settlements, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for each settlement to opioids@oag.texas.gov. Please also be sure to include in the Form

the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your

citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **April 18, 2023**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, and/or Teva settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. My subdivision already signed up for opioid settlements. Is that good enough for these new settlements?

No, you will need to submit separate **Subdivision Participation Forms** for Allergan, CVS, Walgreens, and Walmart; opting into the other settlements does not sign you up for this one.

2. Does my subdivision need to pass a resolution to sign up for this settlement?

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. When will my subdivision receive funds from this settlement and/or the other settlements?

Funds for the Distributors, J&J/Janssen, Endo, and Teva settlements have been paid to the Texas Comptroller of Public Accounts, the Texas Opioid Council, and the Texas Treasury Safekeeping Trust Company. Please contact OAFC.Public@cpa.texas.gov for more details.

4. How much will my subdivision receive from the Allergan, CVS, Walgreens, and Walmart Settlements?

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) or opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	\$38.4 million
July 2021	Distributors (AmerisourceBergen, Cardinal Health, and McKesson)	\$1.271 billion
July 2021	Janssen	\$296 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product
June 2021	Mallinckrodt	\$74 million
December 2022	Allergan	\$135 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$304 million
December 2022	Walgreens	\$340 million
Total	12 companies	\$2.919 billion

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Direction from City Council on proposed improvements and renovations to the Bill Aylor Sr. Memorial River Stage (Presentation made by Civic Events Manager Sidney Walker)

Staff Recommendation:

Direction from Council

Summary/History:

Civic Events is looking for direction from City Council for a proposed two-year plan for renovations and improvements to the Bill Aylor Sr. Memorial River Stage. The River Stage has not been renovated since opening in 1987. In year one we plan to make modifications to the box office/ concession stand, an entry canopy, storage and green room addition, new loading dock, extended hillside seating, irrigation, landscaping, and level drive for buses. We also plan to address the ADA issues including the existing restrooms and relocation of the current fencing at the plaza in year one. In year two we are proposing to build a new restroom building alongside the existing restrooms, new sewer lift station for the new 48x72 restrooms/concession building, site work, main seating structure, arbor walk, entry towers, new ticketing office, and digital signage.

On Jan 26, the Civic Events Advisory Board recommended moving forward with renovations to the River Stage without a funding source addressed.

Renovating the River Stage will increase events at the River Stage. This also addresses the promoter's needs for a production office, larger green room for artists and bands, and helps staff with storage of tables, chairs, and additional needs. This will also benefit the customers that do come to the River Stage for events to give them better access to concessions and restrooms for events.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

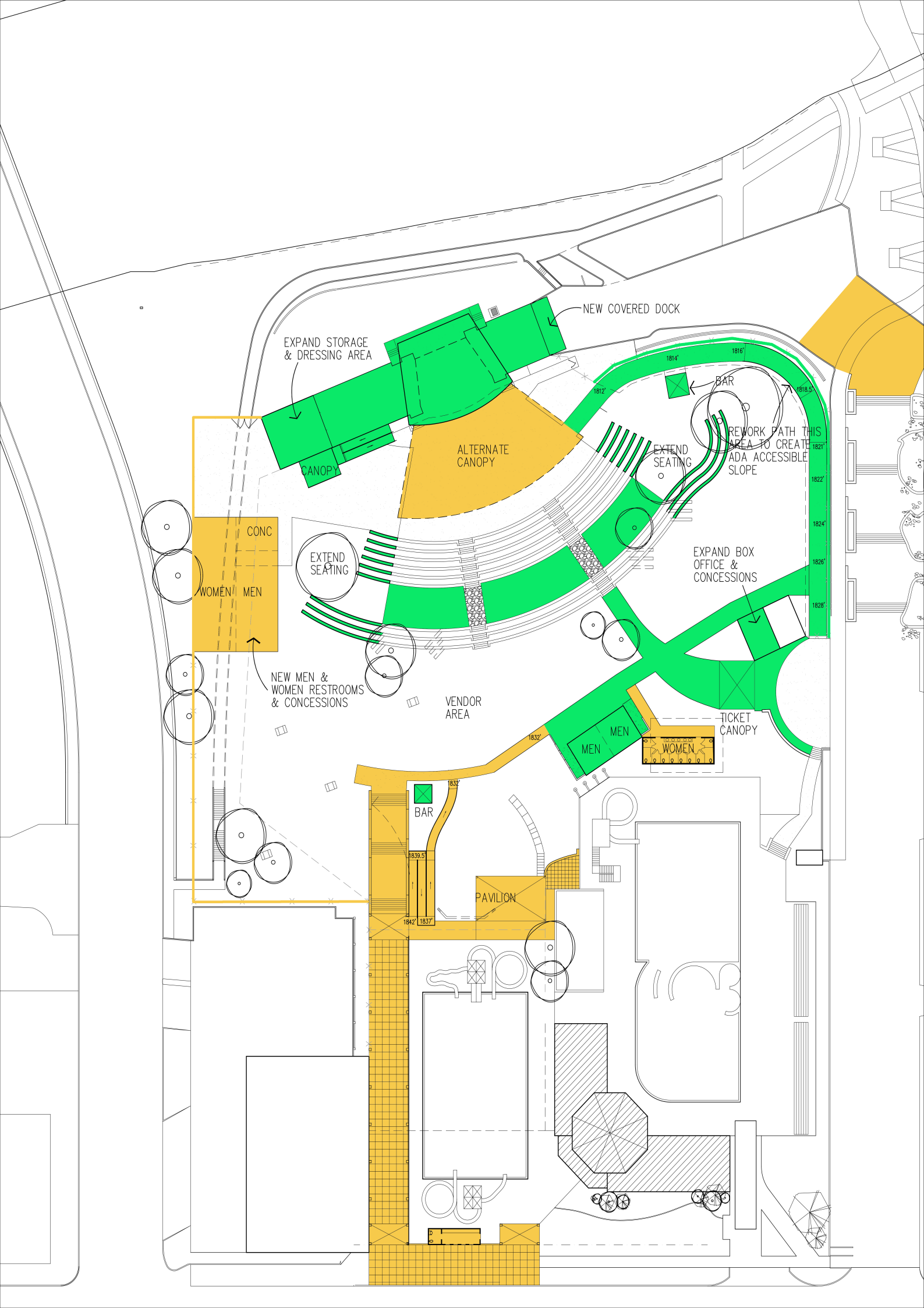
- | | | |
|----|---|------------------------------|
| 1. | River Stage Proposed Improvements - Green Year 1/ Gold Year 2 | River Stage improvements.jpg |
| 2. | River Stage Improvements - Full Version | Riverstage Update.pdf |

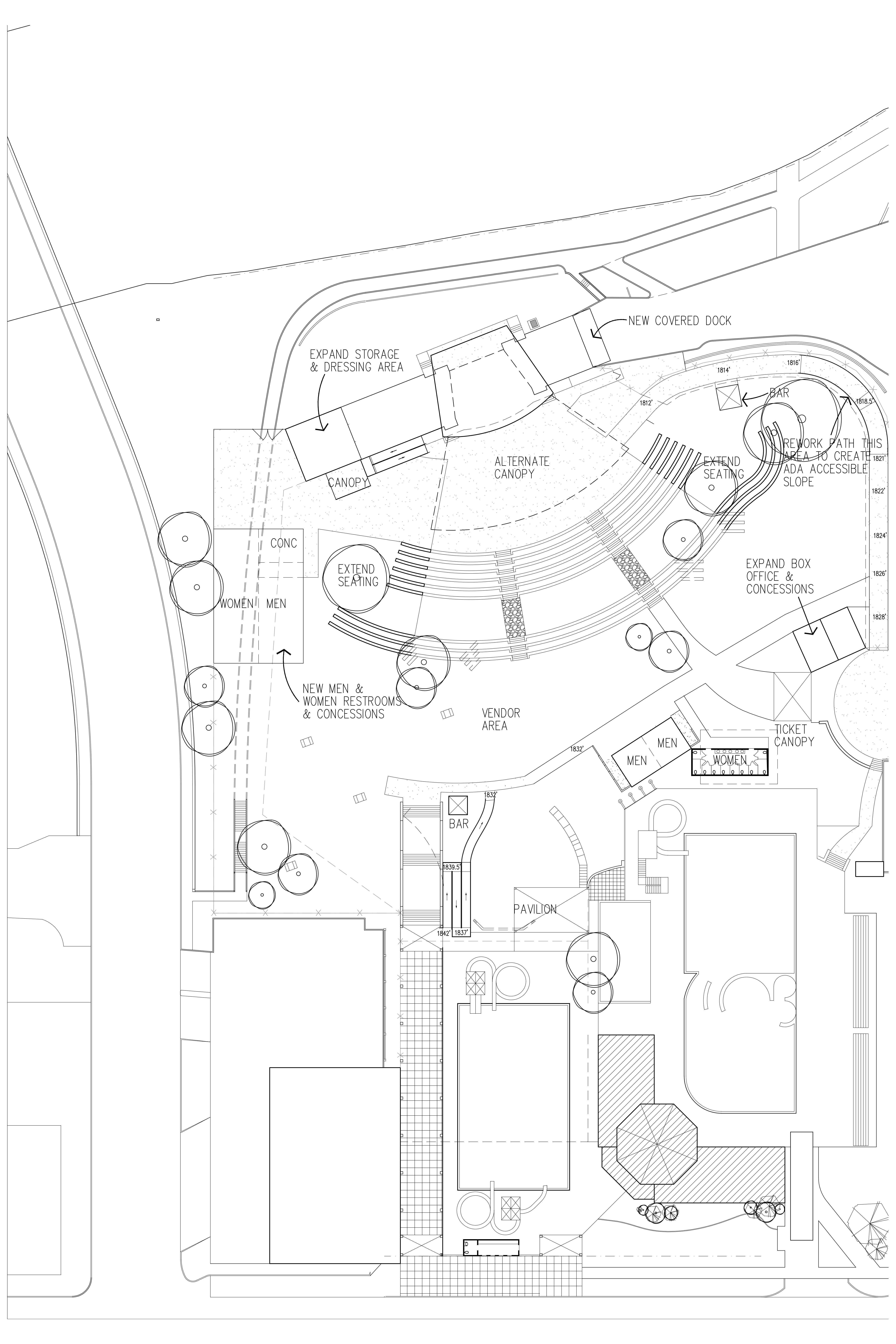
Presentation:

Sidney Walker

Approvals/Reviews:

Sidney Walker	Created/Initiated
Carl White	Approved
Alfonso Torres	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval





REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Operations

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Consider approving the following items pertaining to the 2023 Annual Sealcoat Project:

1. Consider entering into an Interlocal Agreement with Tom Green County and amending the fiscal year 2022-23 budget for the corresponding reimbursed expense
2. Consider awarding ES-01-23, 2023 Annual Sealcoat Project to Ronald R. Wagner & Co. in the amount of \$7,446,348.63 utilizing \$100,000 from the Hotel Occupancy Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Director of Operations Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City posted a Request for Bids on January 5, 2023 and two submissions were received on January 26, 2023. The 2023 Sealcoat Bid included The McNease Convention Center and County-owned roads as an Alternative Line Items with the intent of garnering better pricing through economies of scale. Ronald R. Wagner & Co. was the overall low bid at \$7,446,348.63 by an amount of \$1,122,862.84.

Staff recommends awarding the bid in its entirety to Ronald R. Wagner & Co. for \$7,446,348.63. The City and County would enter into an Agreement with the following terms:

- The City will contract with the Vendor for the Base Bid + Alt 1 + TGC.
- The City will manage all applications for City roadways. The County will perform inspections on all applications on County roads. Invoicing, payments, etc. will be performed by the City.
- The County will pay the actual cost of application on their roadways up to \$2,702,211.75 to the City through the Interlocal Agreement.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund - Operations	101-3200-432.04- 35		\$4,651,395.98
General Fund - Tom Green County Reimbursement	101-3200-432.05- 65		\$2,702,211.75

Civic Events Fund

410-6603-800.07-
30

\$100,000

Financial Impact:

Total Base Bid: \$4,351,295.98

Alternate Bid 1: \$92,740.90

Contingency: \$300,100.00

City Total Bid: \$4,744,136.88

County Alt. Bid: \$2,402,111.75

TGC Contingency: \$300,100.00

Total TGC Bid: \$2,702,211.75

Total Combined Bid: \$7,446,348.63

The Civic Events portion includes an additional \$7,260 to have the parking lot re-stripped; this function will be performed internally. The total \$100,000 needed for the Convention Center parking lot is recommended to be funded by the Hotel Occupancy Tax fund.

Other Information/Recommendation:

Staff recommends awarding ES-01-23 in its entirety to Ronald R. Wagner & Co. and approving the Interlocal Agreement with Tom Green County.

Attachments:

1.	Sealcoat 2023 - 100%	Sealcoat 2023 - 100%.pdf
2.	Interlocal w TGC for seal coat -2023 Draft	Interlocal w TGC for seal coat -2023 Draft.docx
3.	13-03 2023 Sealcoat Bid Tab Comparison	13-03 2023 Sealcoat Bid Tab Comparison.xlsx
4.	BA Memo - Civic Events for Sealcoat	BA Memo - Civic Events for Sealcoat.pdf
5.	BA Memo - County Reimbursement for Sealcoat	BA Memo - County Reimbursement for Sealcoat.pdf
6.	2023 03.07 Presentation - BA Memos	2023 03.07 Presentation - BA Memos.pptx

Presentation:

Patrick Frerich

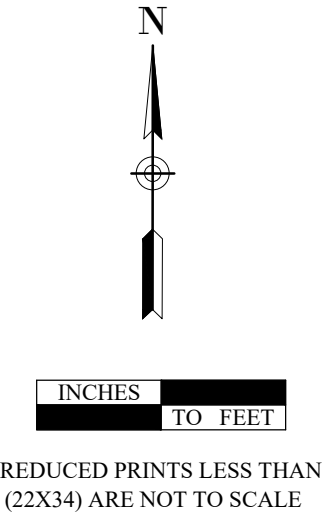
Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Kimberly Holle	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

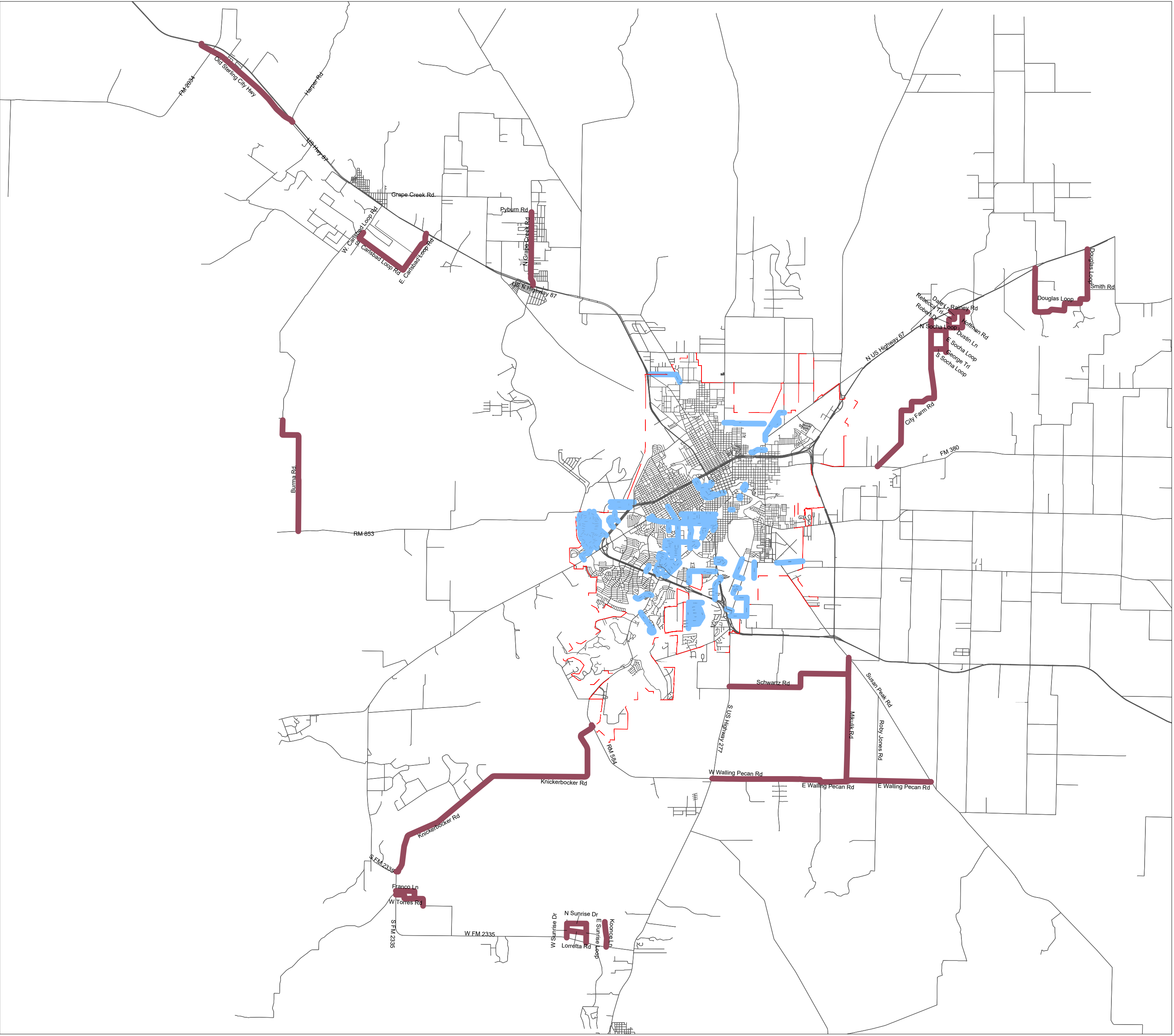
CITY OF SAN ANGELO, TEXAS
TOM GREEN COUNTY, TEXAS

PROJECT NO. 2022-4-846
PLANS OF PROPOSED
2023 SEALCOAT CONSTRUCTION
95% SUBMITTAL
NOVEMBER 2022

COSA
TGC



#	SHEET	DESCRIPTION
1.	C-000	COVER SHEET
2.	C-001	GENERAL NOTES
3.	C-002	STRIPING DETAILS 1
4.	C-003	STRIPING DETAILS 2
5.	C-004	STRIPING DETAILS 3
6.	C-005	ESTIMATED QUANTITIES
7.	C-400	2023 COSA SEALCOAT PLAN SECTION 1
8.	C-401	2023 COSA SEALCOAT PLAN SECTION 2
9.	C-402	2023 COSA SEALCOAT PLAN SECTION 3
10.	C-403	2023 COSA SEALCOAT PLAN SECTION 4
11.	C-404	2023 COSA SEALCOAT PLAN SECTION 5
12.	C-405	2023 COSA SEALCOAT PLAN SECTION 6
13.	C-406	2023 TOM GREEN COUNTY SEALCOAT PLAN - 1
14.	C-407	2023 TOM GREEN COUNTY SEALCOAT PLAN - 2



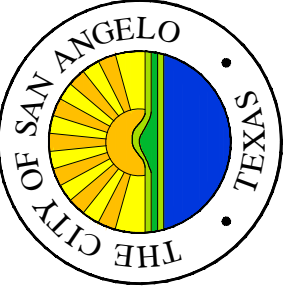
CITY MANAGER: DANIEL VALENZUELA
MAYOR: BRENDA GUNTER

COUNCIL MEMBERS:

SMD1 - TOMMY HIEBERT	SMD4 - LUCY GONZALES
SMD2 - TOM THOMPSON	SMD5 - KAREN SMITH
SMD3 - HARRY THOMAS	SMD6 - LARRY MILLER

PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION
CITY ENGINEER: KEVIN PATE, P.E.

CITY OF SAN ANGELO
ENGINEERING SERVICES



CITY HALL ANNEX
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SAN ANGELO, TX. 76903
(325)657-4201
www.cosa.tx.us

REV	DESCRIPTION	DATE



The Seal appearing on this document was authorized by Daniel Valenzuela on December 20, 2022.

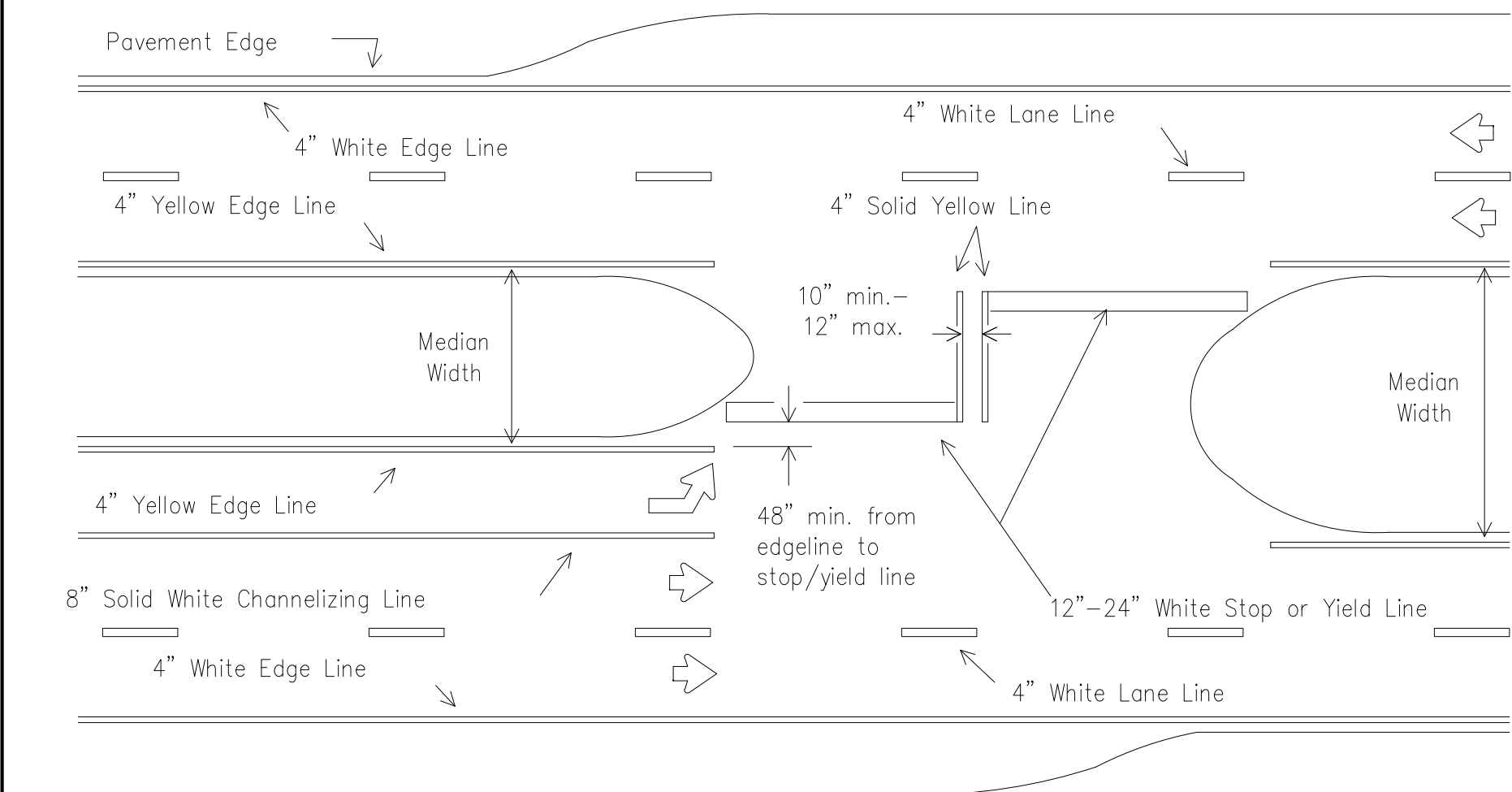
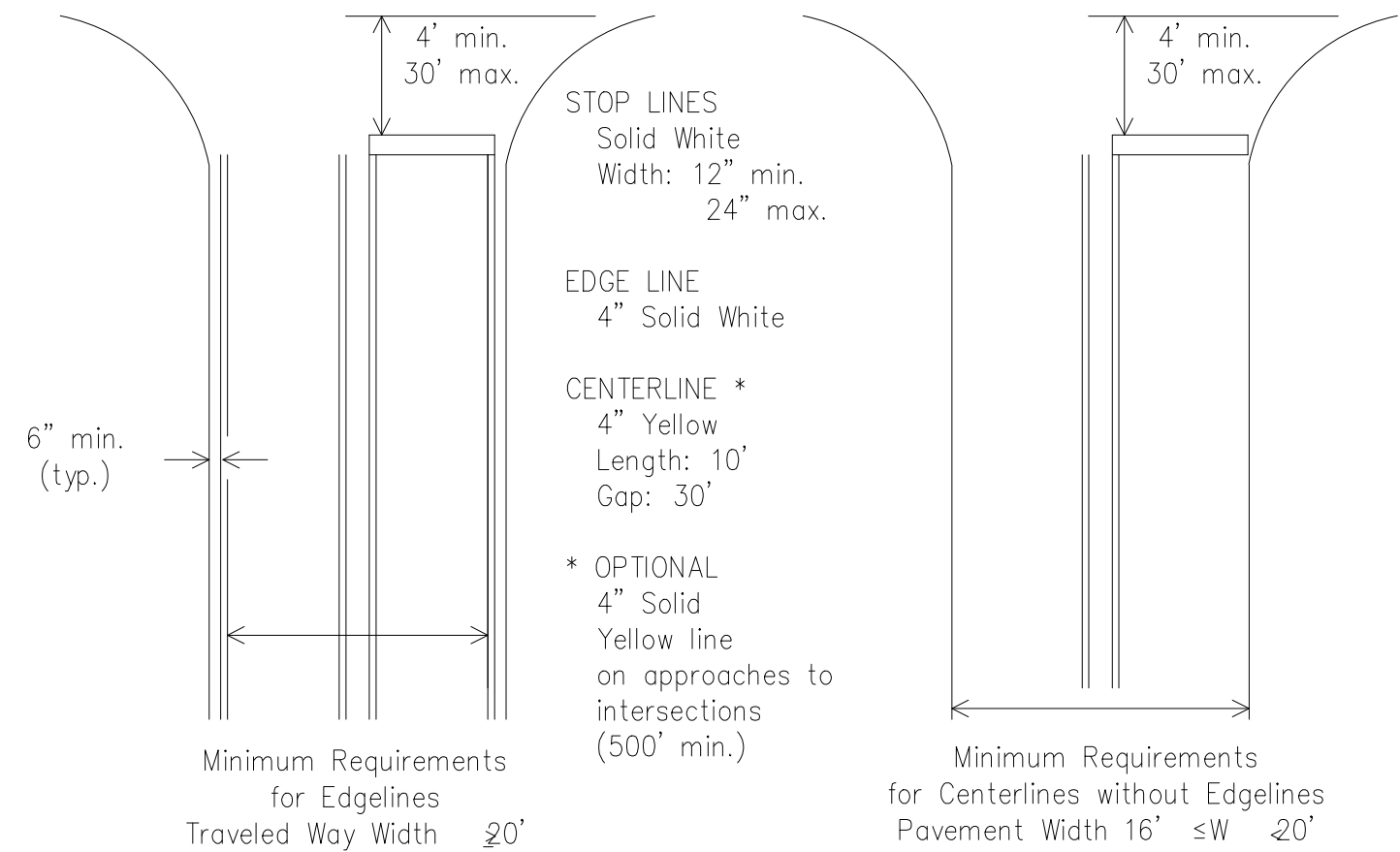
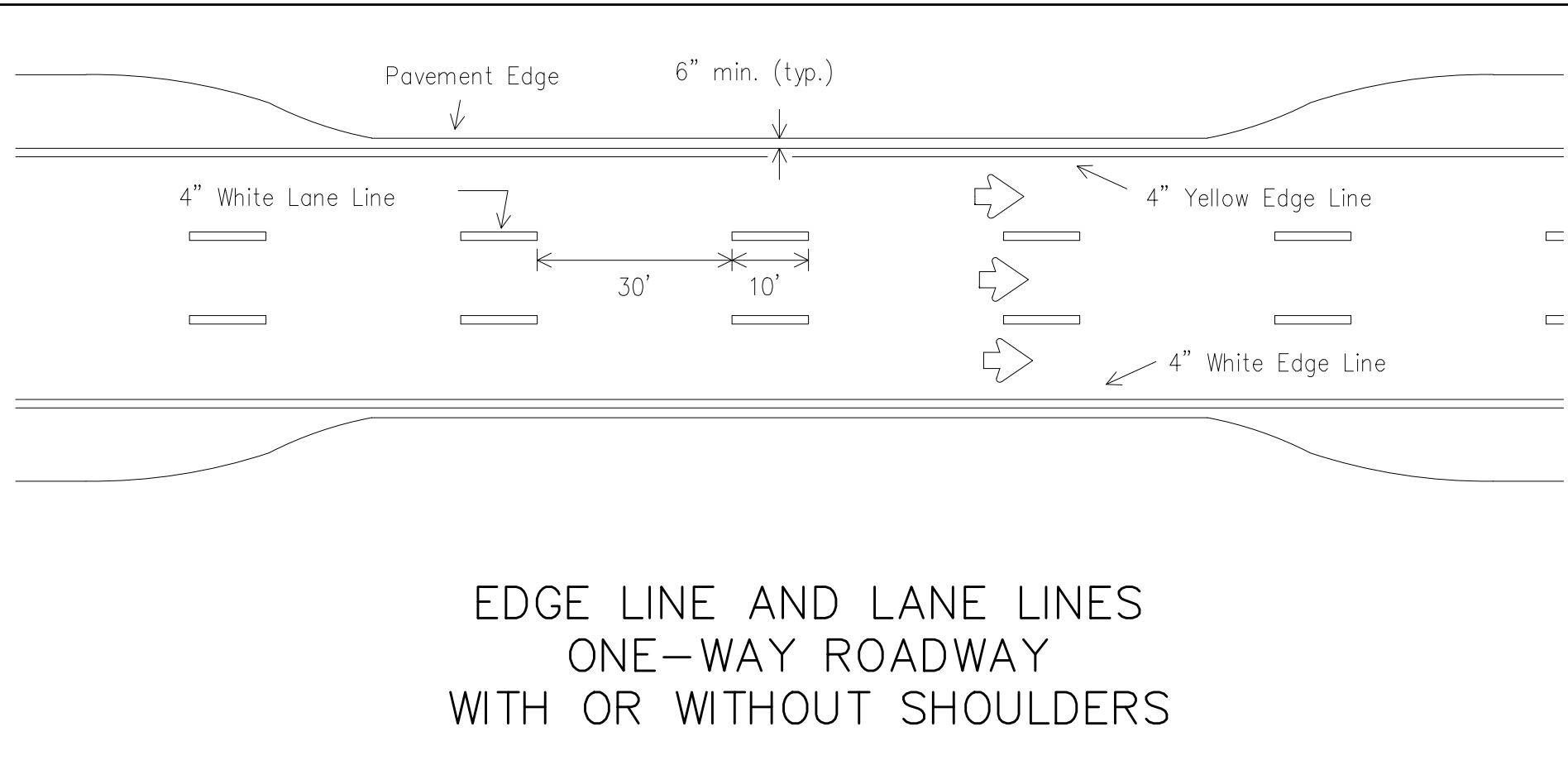
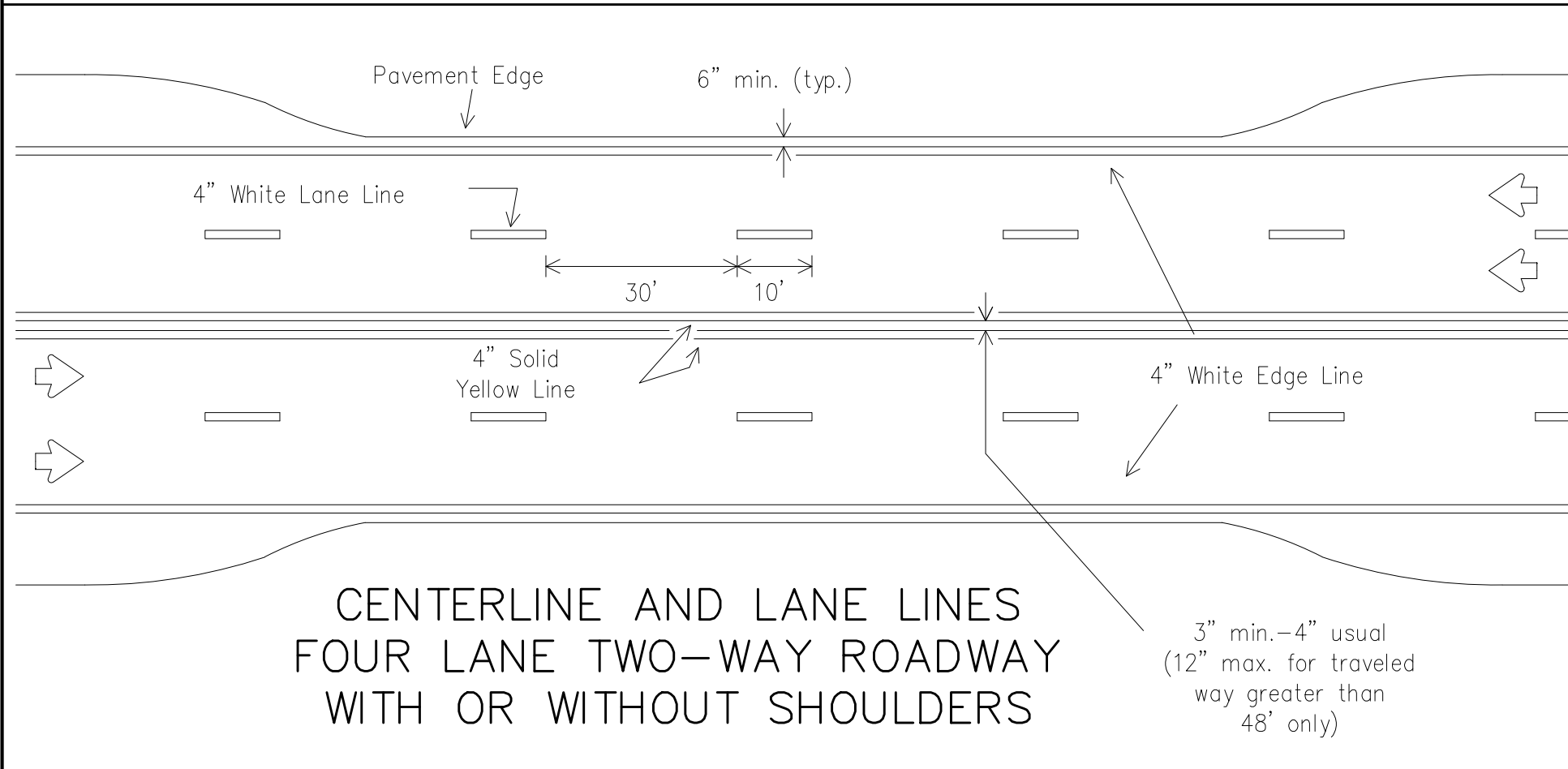
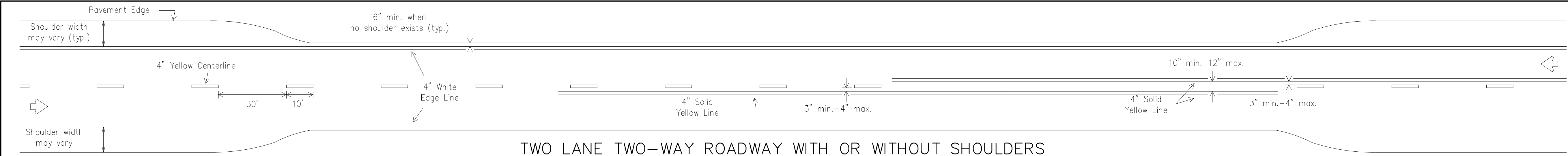
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COVER SHEET			
SCALE: N.T.S.			
DATE: 12/20/22			
ARCHIVE NO: M-1017			
SHEET NO. C-000			

12/20/2022 8:51 AM

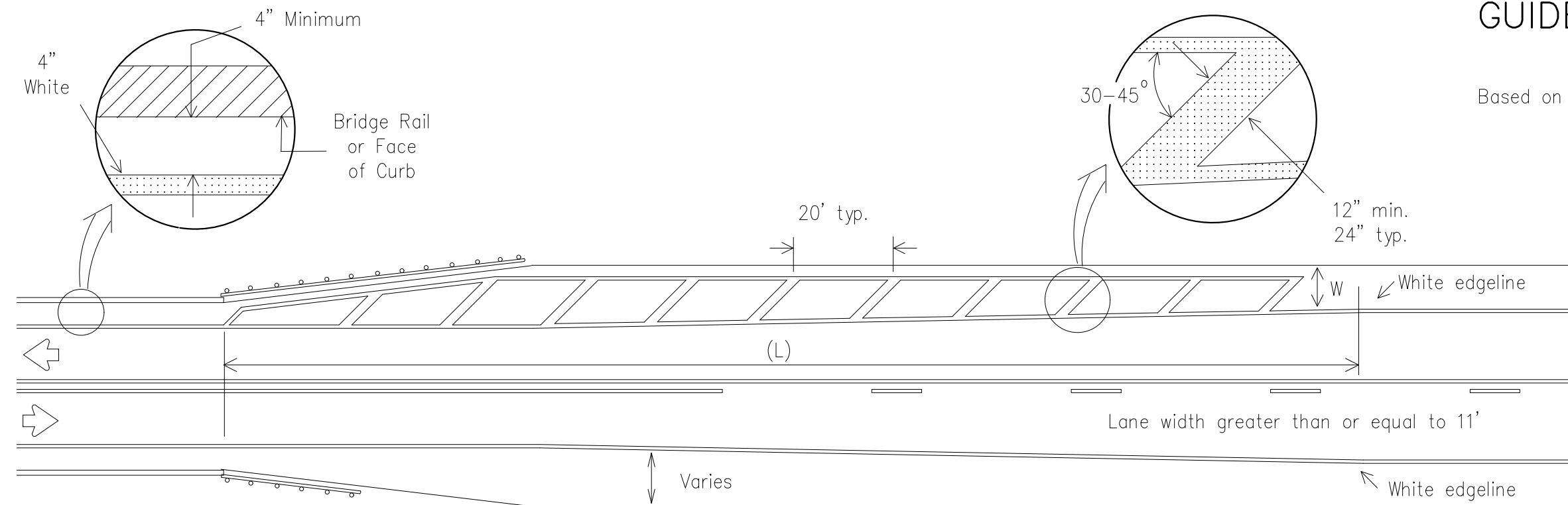
\\VMX\DEPT\FOLDER\PUBLICWORKS2\ENGINEERING\PROJECTS\STREETS\SEALCOAT\2022-4-846 (2023) SEALCOAT PROGRAM\1 DESIGN\DWG\SEALCOAT 2023 - 100%.DWG

DISCLAIMER:

3713



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.



- NOTES:
1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
 2. For crosshatching length (L) see Table 1.
 3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
 4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
 5. For guard fence details, refer elsewhere in the plans.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways

TABLE 1 – TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:

$$L = 8 \times 70 = 560 \text{ ft.}$$

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:

$$L = 4(40) \div 60 = 106.67 \text{ ft. rounded to 110 ft.}$$



s Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

© TxDOT November 1978		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT	
REVISIONS 8-95 2-12 5-00 8-00 3-03		CONT	SECT	JOB	HIGHWAY	
		DIST	COUNTY			SHEET NO.
22A						

NO	DESCRIPTION	DATE

The Seal appearing on this document was authorized by J. K. Pate, P.E. 72086 on:



ES-01-23	CITY OF SAN ANGELO STREET SEALCOAT PLAN STRIPING DETAILS - 1	
PROJECT NO: 2022-4-846		
DESIGN BY: NC	DRAWN BY:	ADW

SCALE: 1"=500'

DATE: 12/20/22

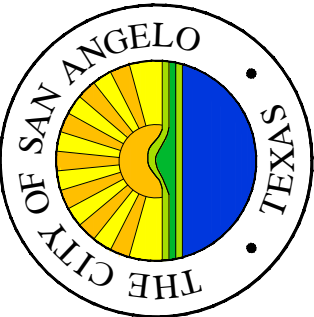
ARCHIVE NO: M-1017-2

SHEET NO. C-002

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ENGINEERING SERVICES

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SAN ANGELO, TX. 76903

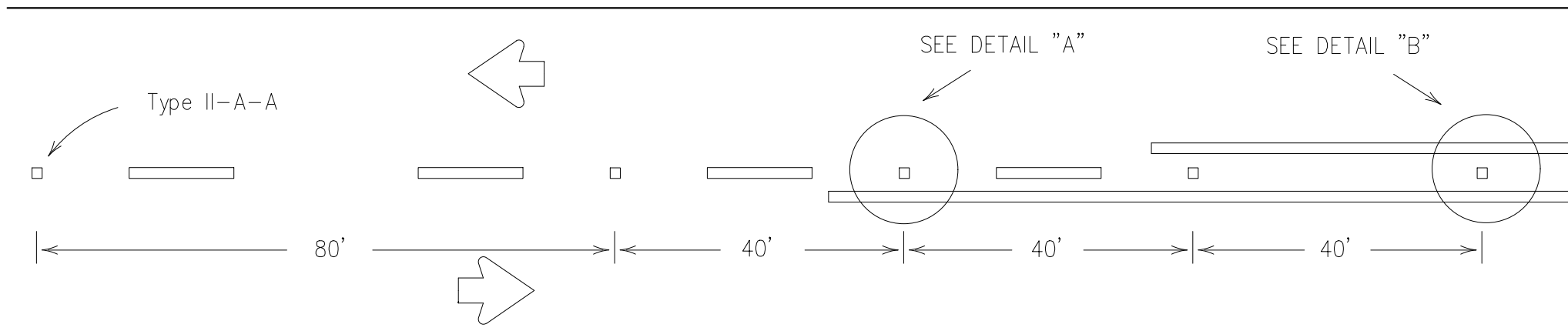
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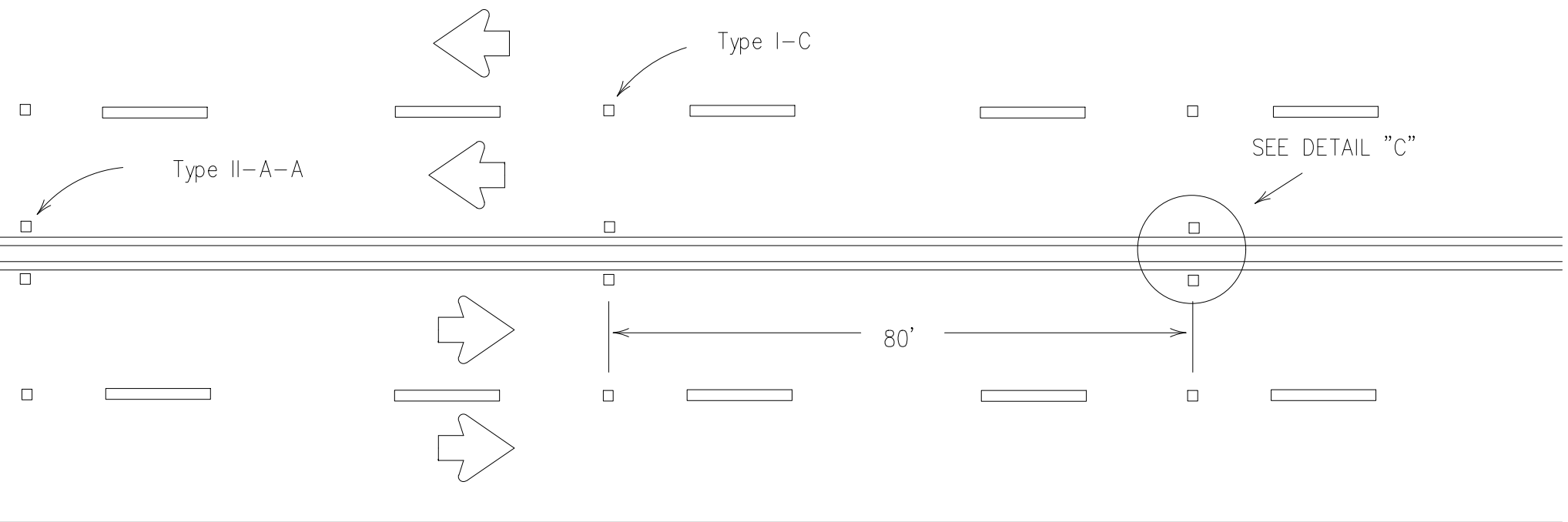
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DATE:
FILE:

REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

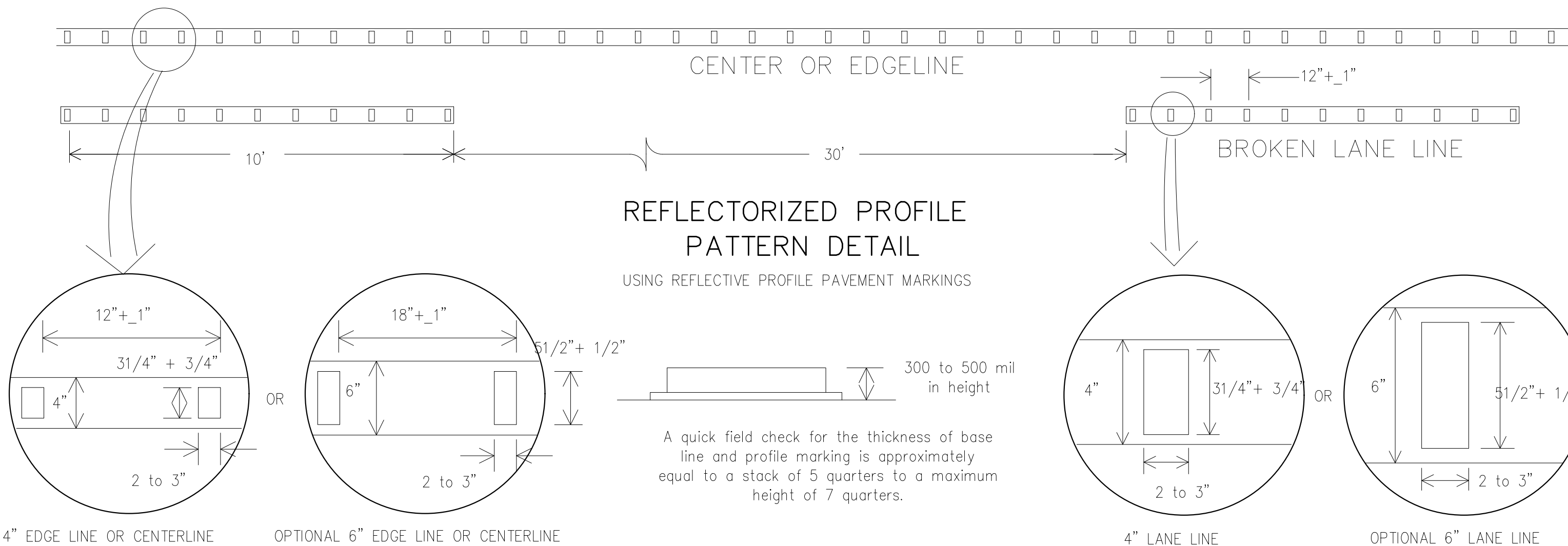
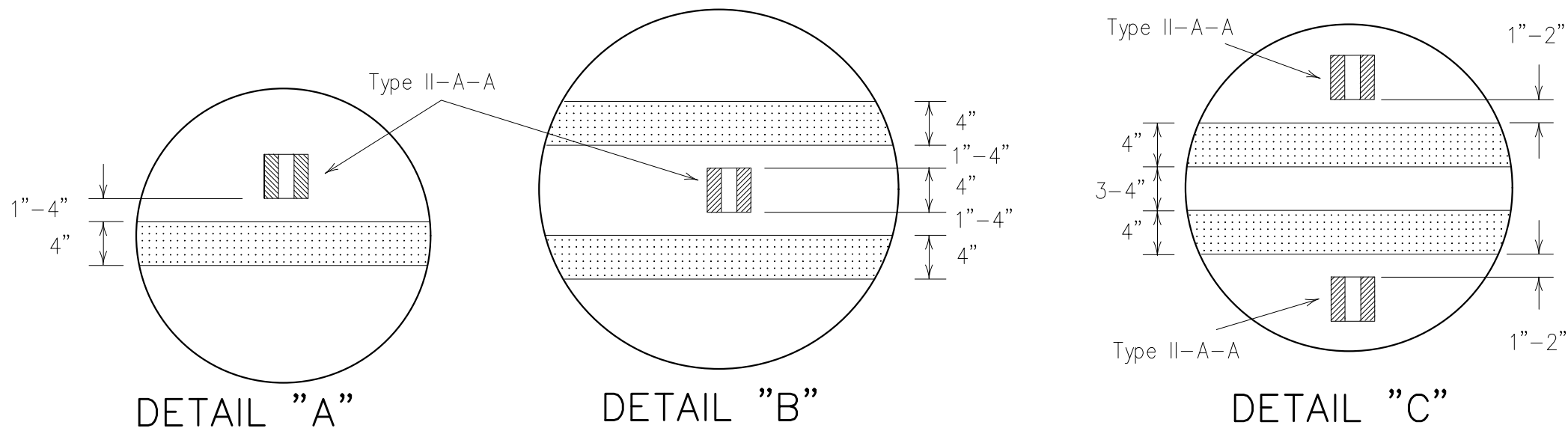


CENTERLINE FOR ALL TWO LANE ROADWAYS

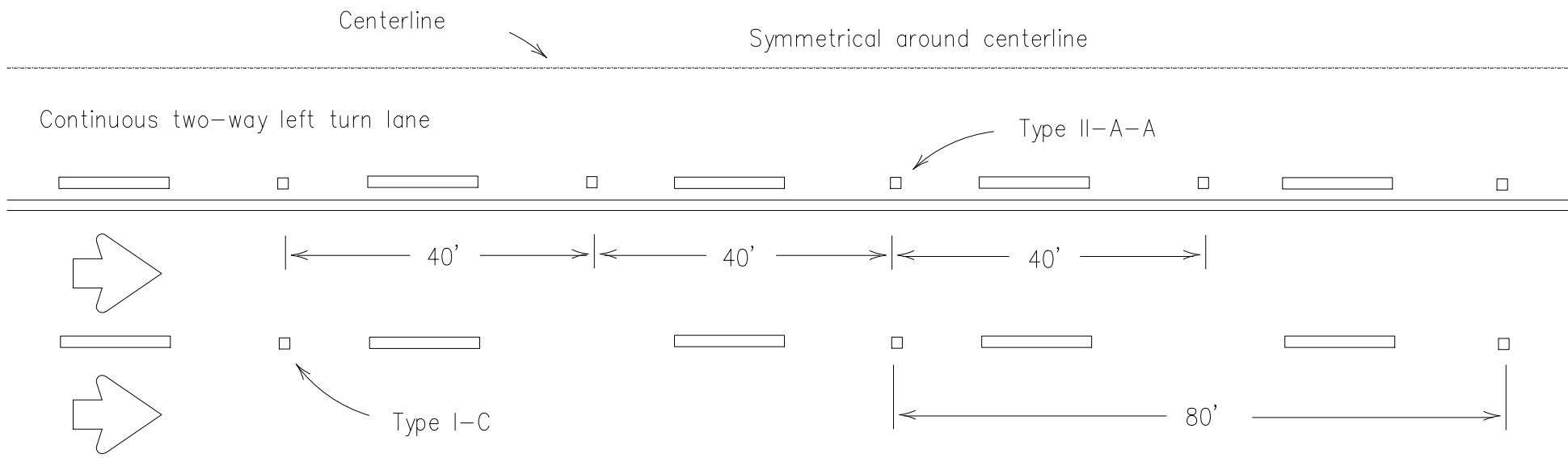


CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY HIGHWAYS

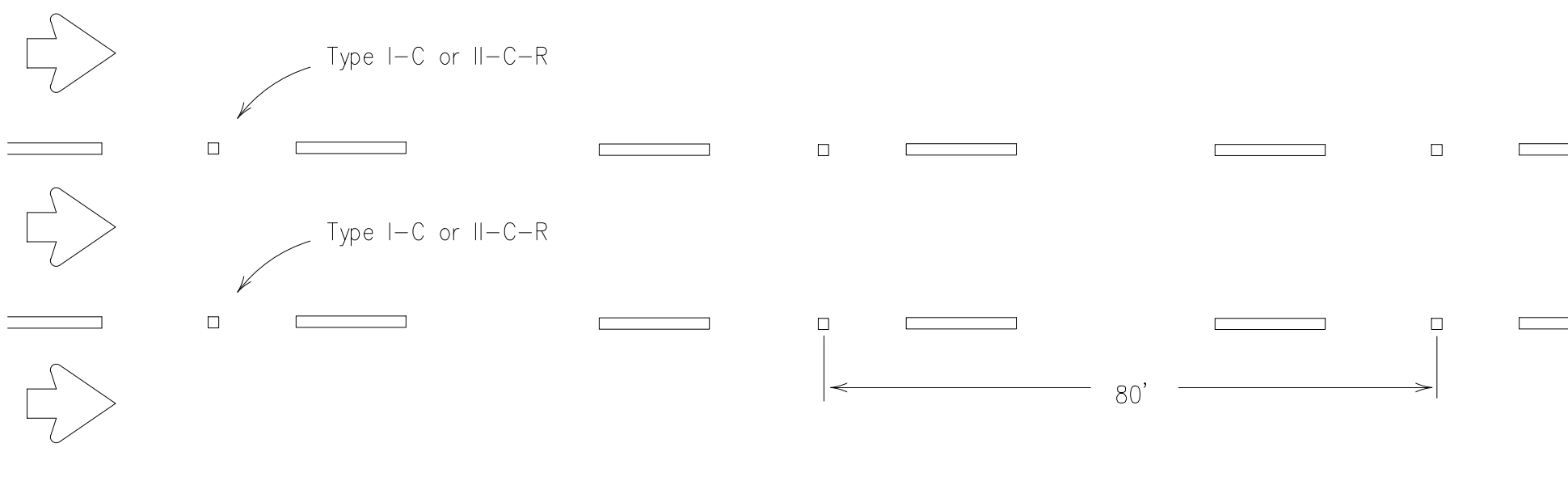
Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

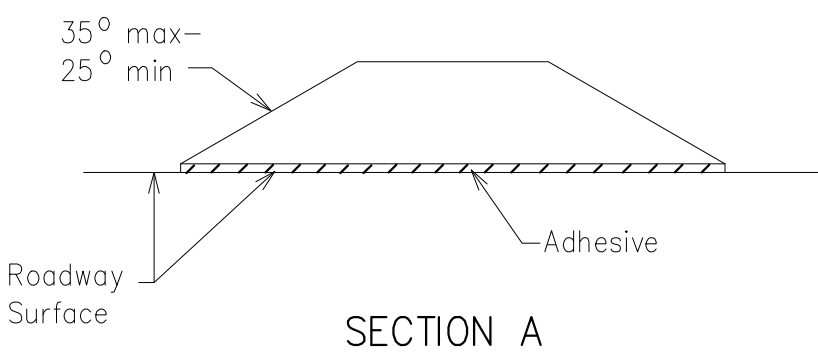
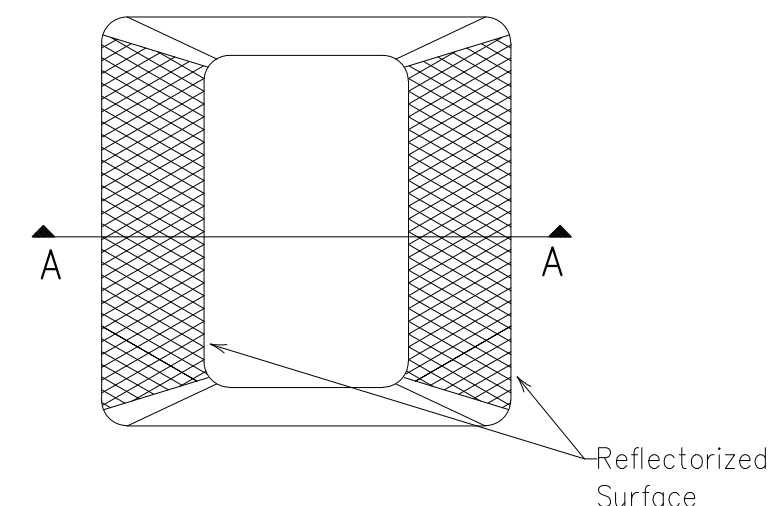
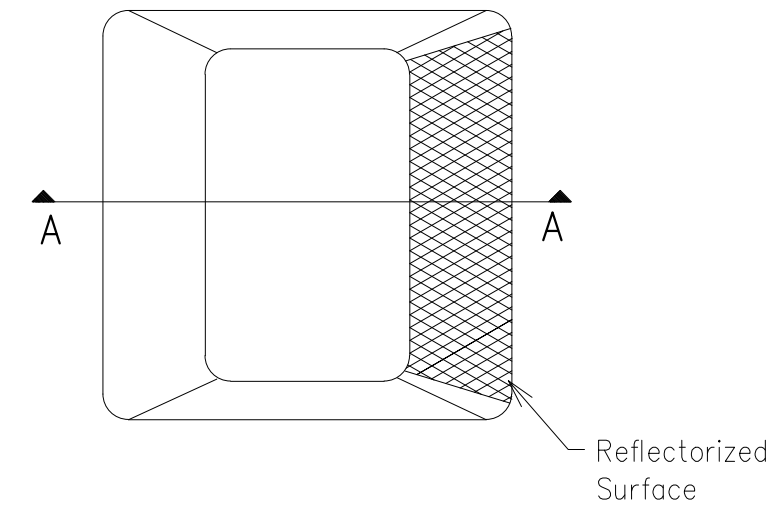
GENERAL NOTES

- All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
- On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



RAISED PAVEMENT MARKERS

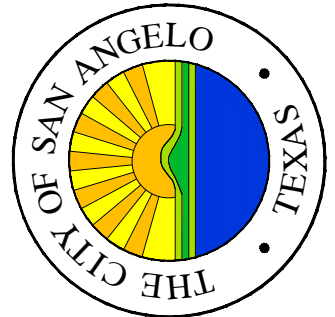
Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING
RAISED MARKERS
REFLECTORIZED PROFILE
MARKINGS

PM(2)-12

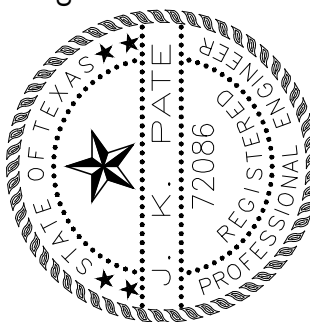
©TxDOT April 1977	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
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5-00 2-12				
8-00				
2-08				
22B				

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DATE	DESCRIPTION	NO

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J. K. Pale, P.E. 72086 on:
December 20, 2022

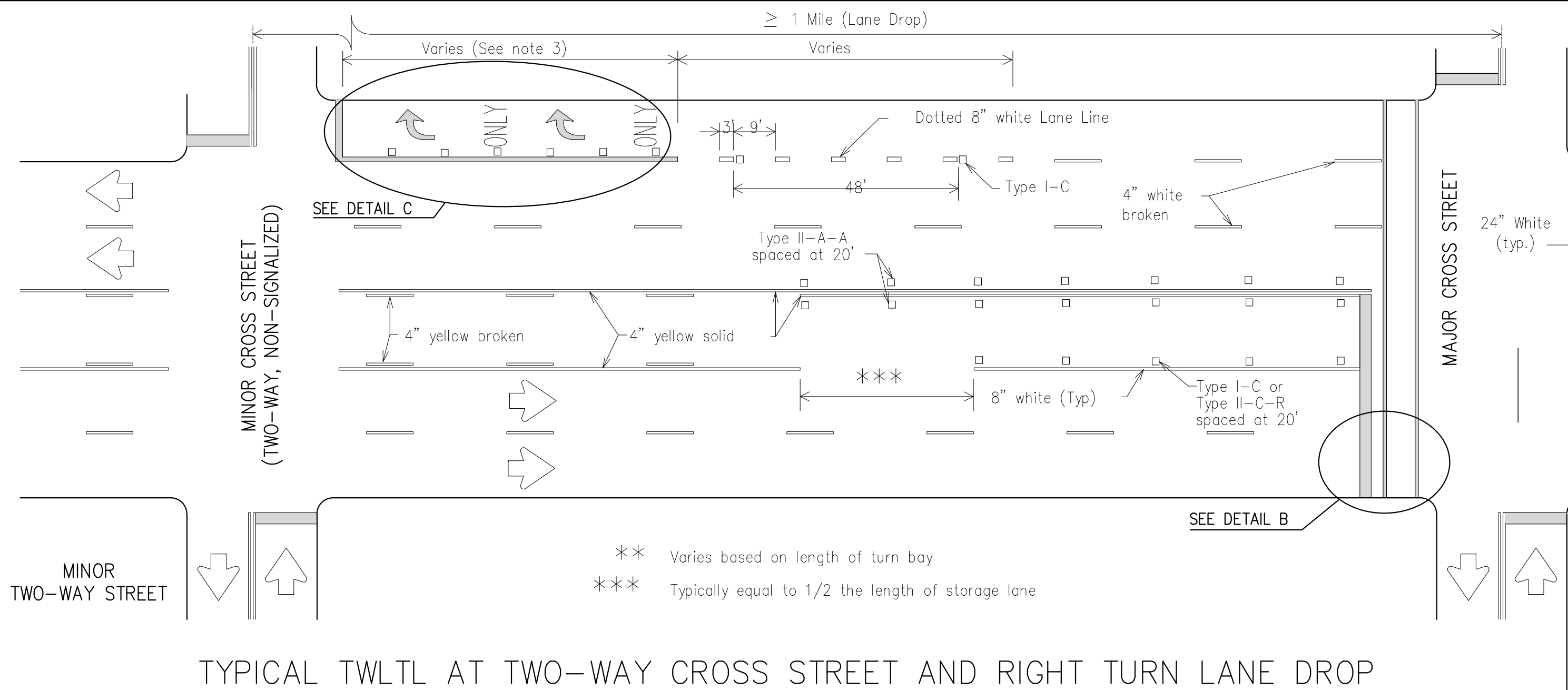


ES-01-23	CITY OF SAN ANGELO STREET SEALCOAT PLAN STRIPING DETAILS - 2	PROJECT NO: 2022-4-846	DESIGN BY: NC	DRAWN BY: ADW
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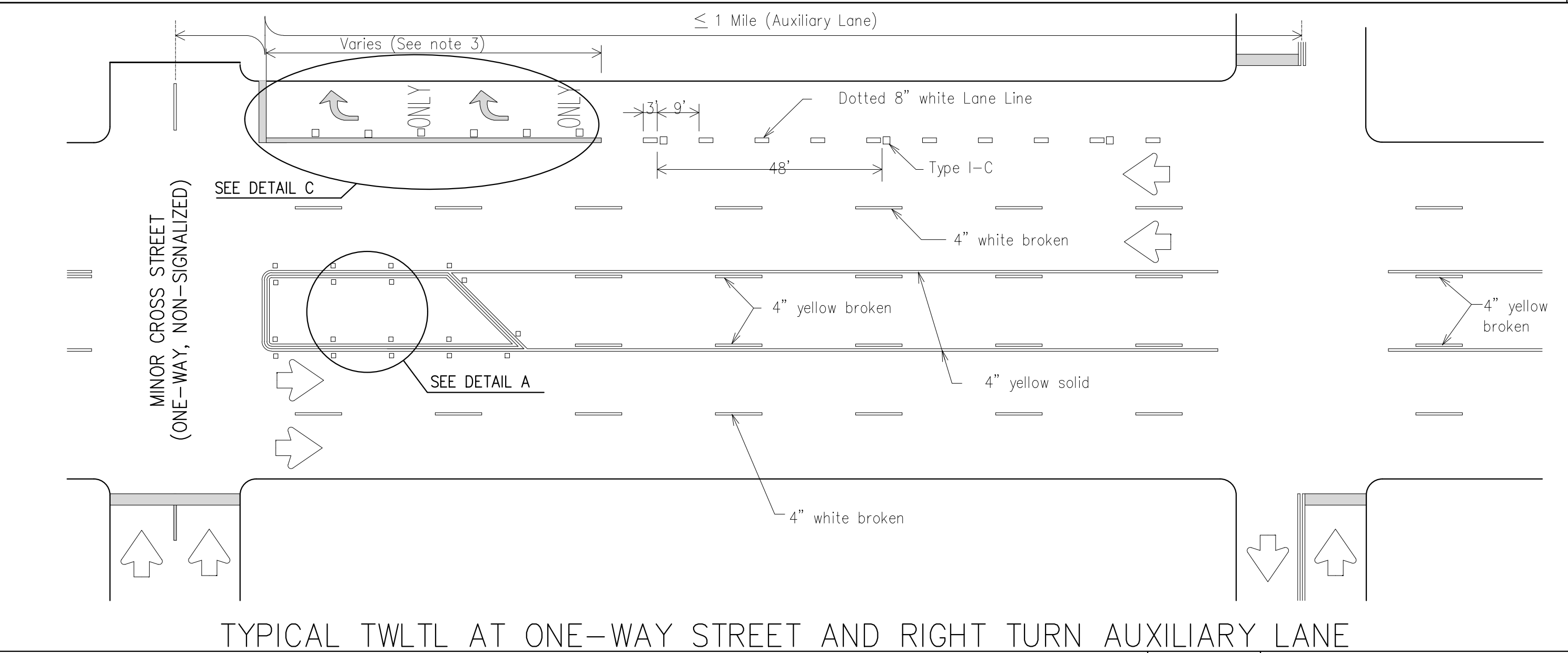
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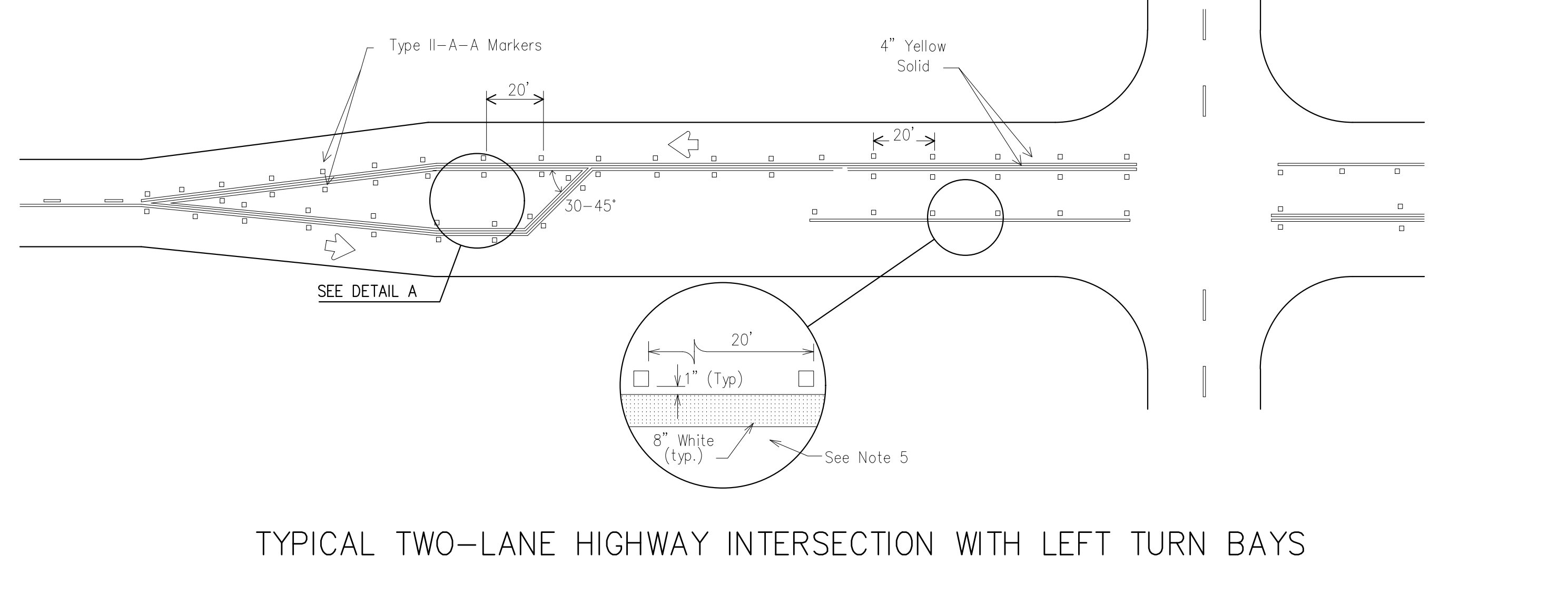
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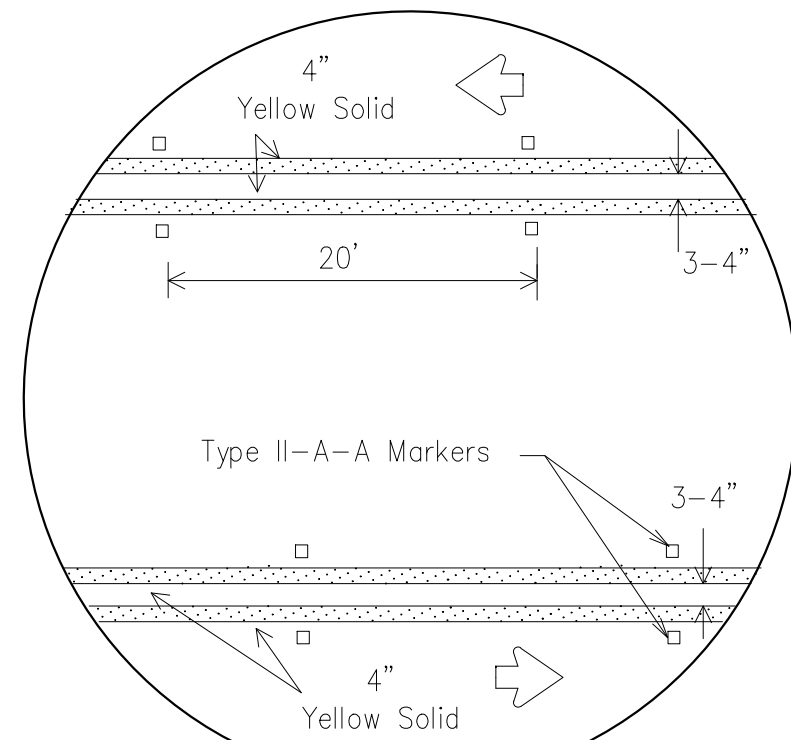
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



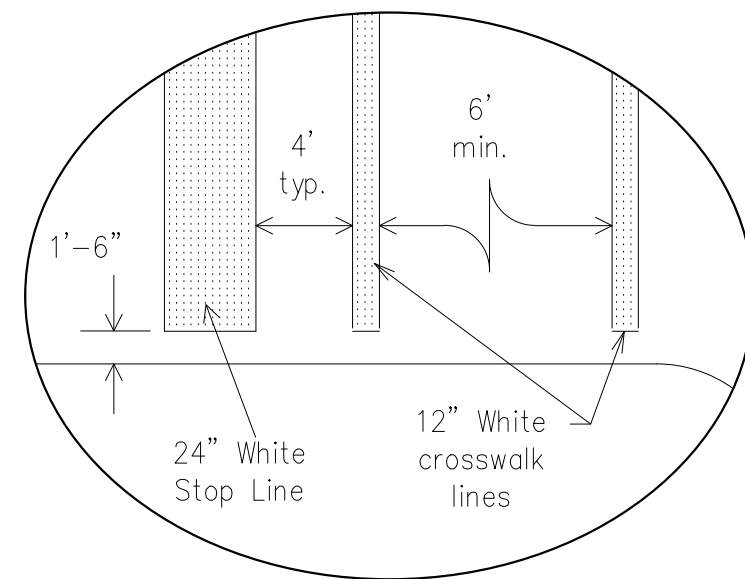
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A

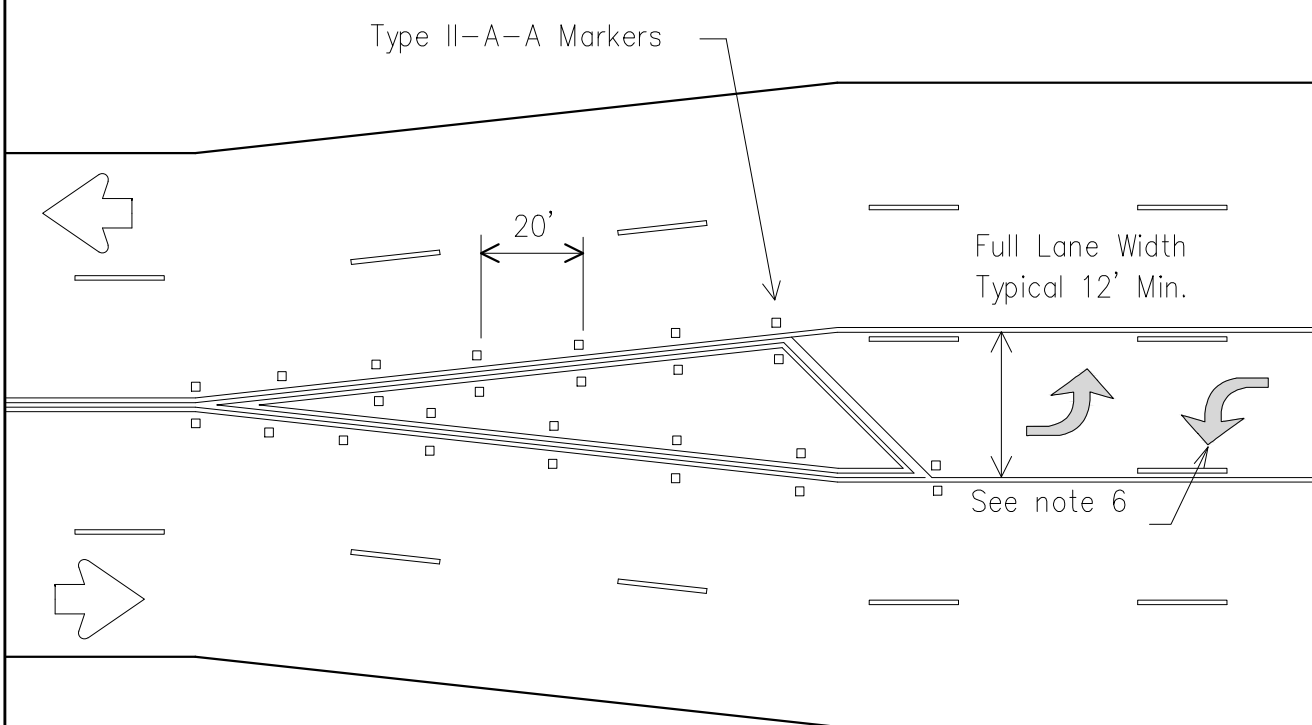


DETAIL B

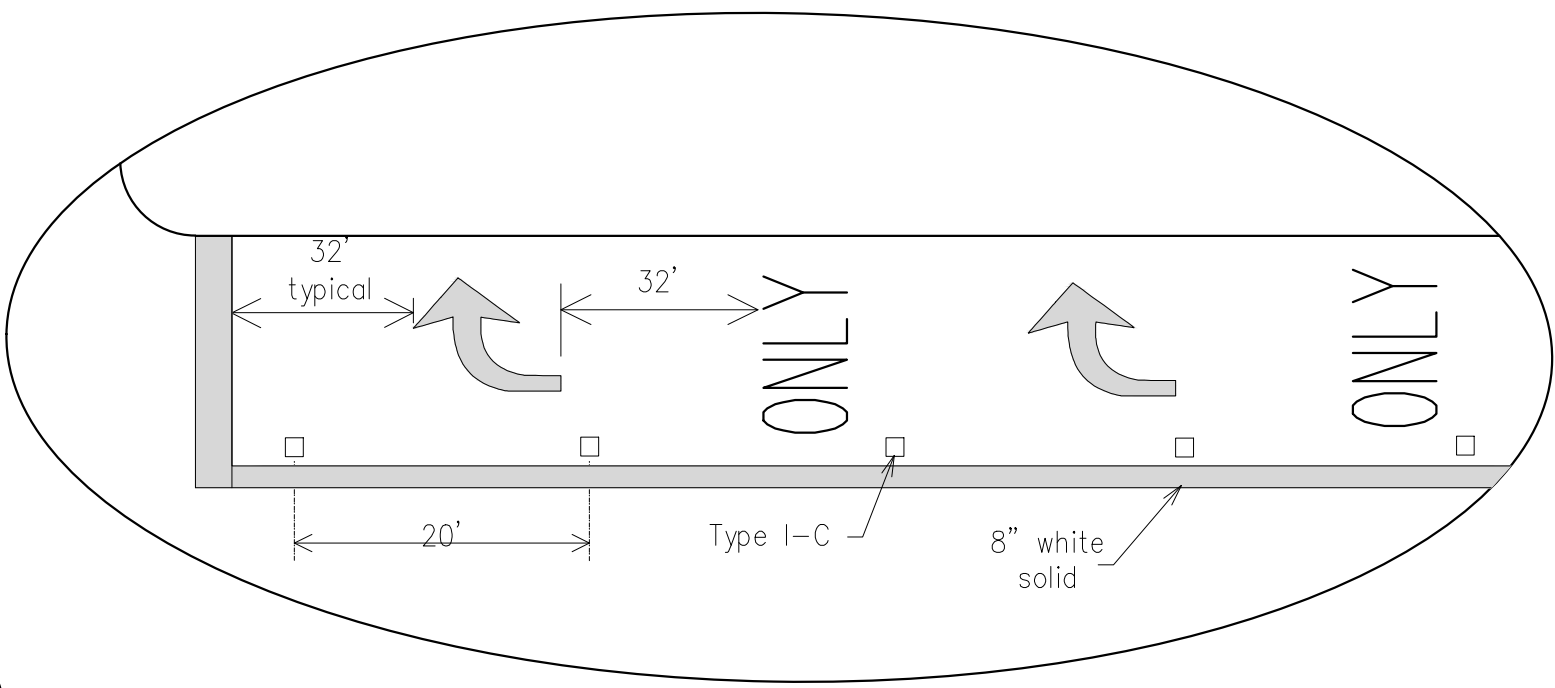
Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY



DETAIL C

GENERAL NOTES

- Refer elsewhere in plans for additional RPM placement and details.
- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas. 3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
- Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians. 6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

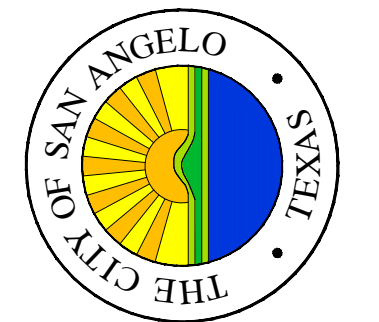
Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR
TWO-WAY LEFT TURN LANES
DIVIDED HIGHWAYS AND
RURAL LEFT TURN BAYS
PM(3)-12

©TxDOT April 1998	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
5-00 8-00 3-03 2-10	REVISIONS	CONT	SECT	JOB
				HIGHWAY
		DIST		COUNTY
				SHEET NO.

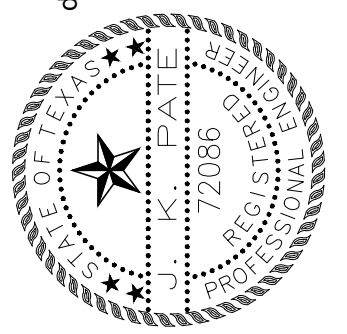
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CITY OF SAN ANGELO
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NO	DESCRIPTION	DATE

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J. K. Pale, P.E. 72086 on:
December 20, 2022



ES-01-23	CITY OF SAN ANGELO STREET SEALCOAT PLAN STRIPING DETAILS - 3	ADW
PROJECT NO: 2022-4-846	DESIGN BY: NC	DRAWN BY:

SCALE: 1"=500'	DATE: 10/20/22	ARCHIVE NO: M-1017-4	SHEET NO. C-004
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Base Bid General Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	1
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	11,335
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	498,761
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	15,160
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	12,569
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	53
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	14,809
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	75
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	4,191
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	42
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	3
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	15
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	5
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	9,170
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	75,693
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	21
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	14
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	14
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	43
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	663
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	1,499
1.23		TOWING	EA	25

SCALE: 1"=500'

DATE: 12/20/22

ARCHIVE NO: M-1017-5

SHEET NO. C-005

ES-01-23

CITY OF SAN ANGELO
STREET SEALCOAT PLAN

BASE BID

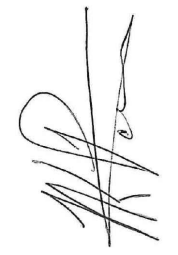
PROJECT NO: 2022-4-846

DESIGN BY: NC

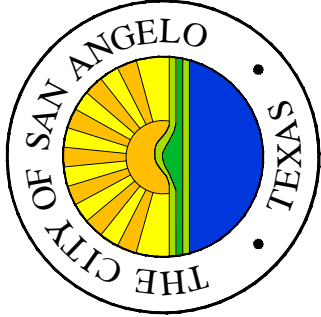
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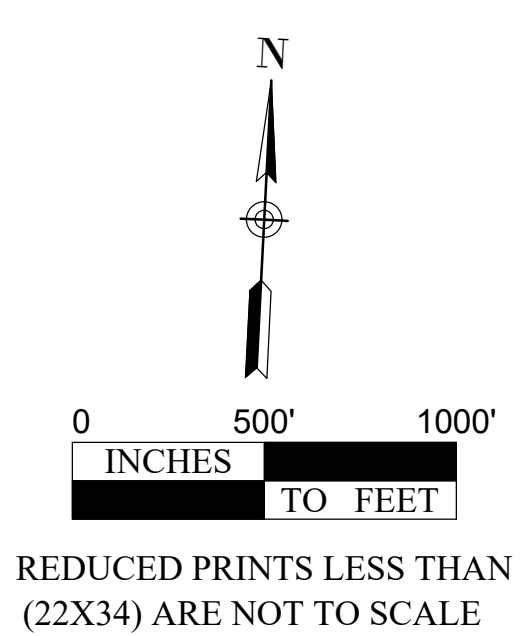


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NO

DESCRIPTION

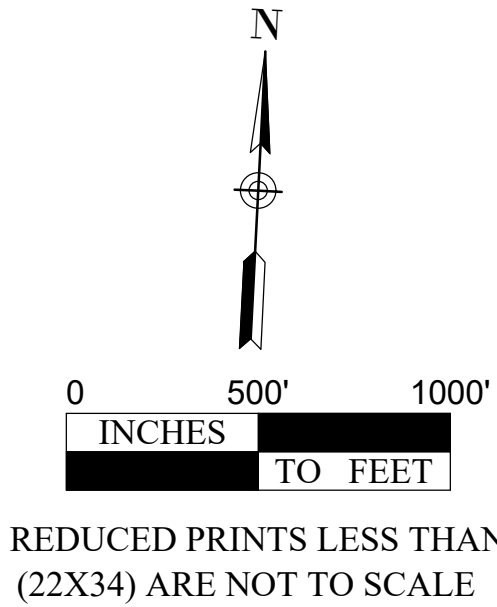
DATE



Section 1 Quantities				
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1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	3,842
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	169,031
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD) (100MIL)	LF	-
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	-
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	231
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW)	EA	4
1.12	0666 6057	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2
1.14	0666 6099	REF PAV MRK TY I (W)18"(YLD TR)(100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1,230
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	11,194
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR KING)	EA	-
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	243
1.23		TOWING	EA	-



Section 2 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	1,292
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	56,839
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	1,430
1.06	0666 6012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	517
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	184
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	296
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	12
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1,380
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	9,038
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	3
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	73
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	236
1.23		TOWING	EA	-



REDUCED PRINTS LESS THAN
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STREET SEALCOAT PLAN

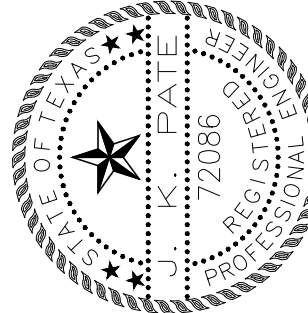
SECTION - 2

PROJECT NO: 2022-4-846

DESIGN BY: NC

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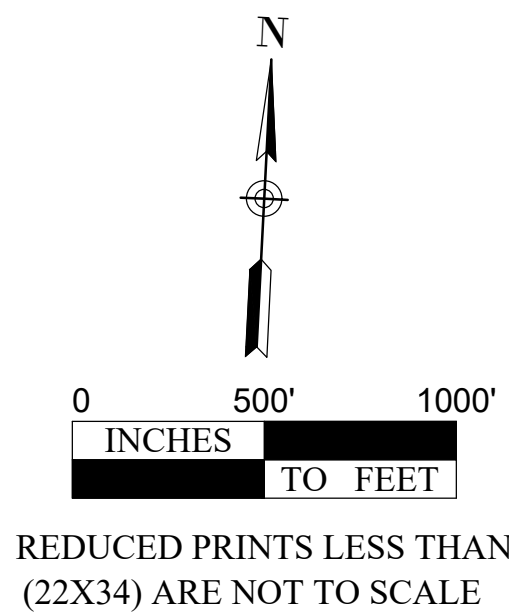
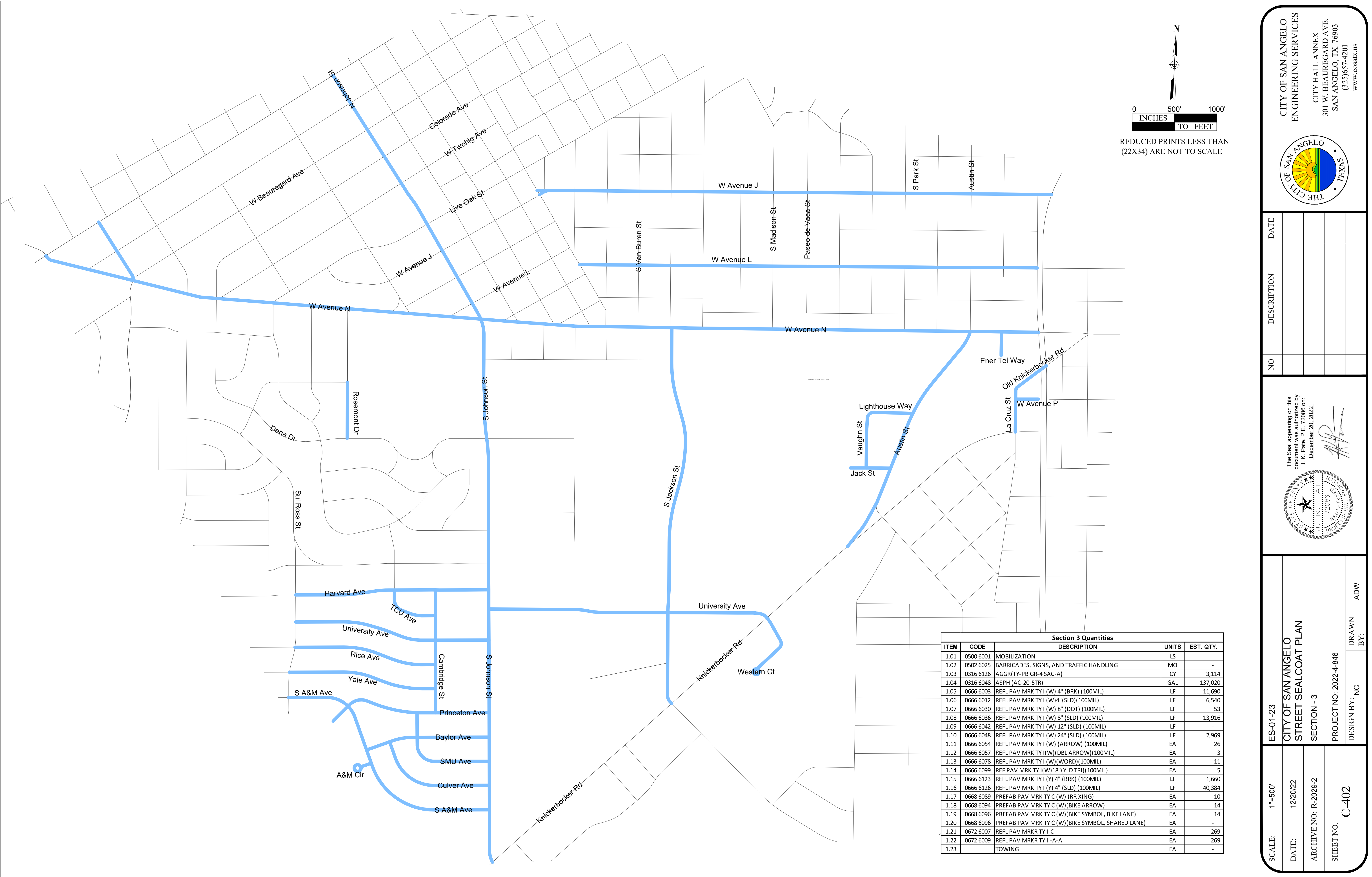
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12/20/2022 8:52 AM

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Section 3 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	3,114
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	137,020
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	11,690
1.06	0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100MIL)	LF	6,540
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	53
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	13,916
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	2,969
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	26
1.12	0666 6057	REFL PAV MRK TY I (W) (DBL ARROW)(100MIL)	EA	3
1.13	0666 6078	REFL PAV MRK TY I (W) (WORD)(100MIL)	EA	11
1.14	0666 6099	REF PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	EA	5
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1,660
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	40,384
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	10
1.18	0668 6094	PREFAB PAV MRK TY C (W) (BIKE ARROW)	EA	14
1.19	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, BIKE LANE)	EA	14
1.20	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I - C	EA	269
1.22	0672 6009	REFL PAV MRKR TY II - A - A	EA	269
1.23		TOWING	EA	-

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CITY OF SAN ANGELO
STREET SEALCOAT PLAN

SECTION - 3

PROJECT NO: 2022-4-846

DESIGN BY: NC

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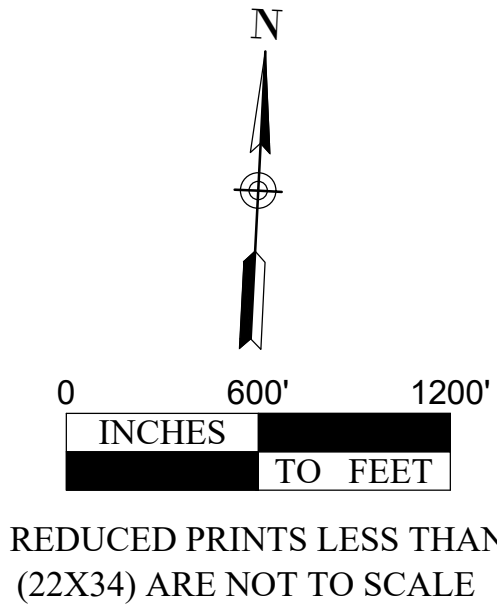
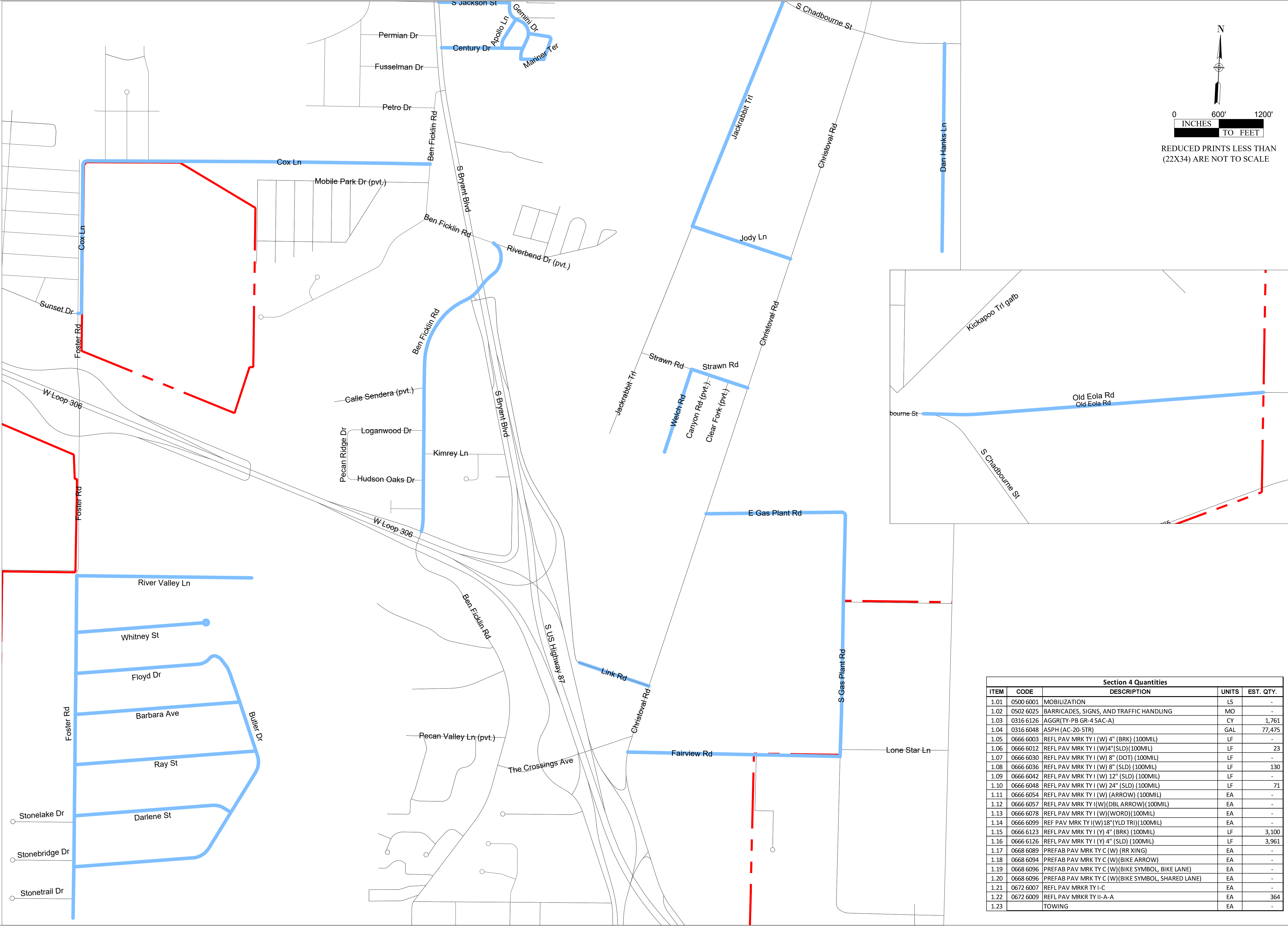
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ARCHIVE NO: R-2029-2

SHEET NO. C-402

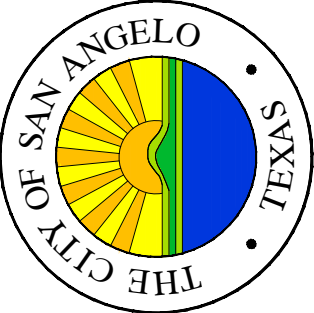
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December 20, 2022





Section 4 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	1,761
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	77,475
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	23
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	130
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	71
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	-
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	3,100
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3,961
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	364
1.23		TOWING	EA	-

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CITY OF SAN ANGELO
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SECTION - 4

PROJECT NO: 2022-4-846

DESIGN BY: NC

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SCALE: 1"=600'

DATE: 12/20/22

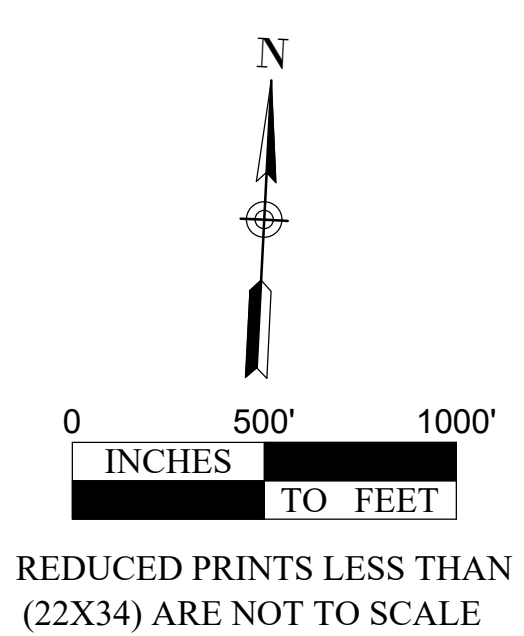
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SHEET NO. C-403

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December 20, 2022



NO	DESCRIPTION	DATE



Section 5 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SCA-A)	CY	666
1.04	0316 6048	ASPH (AC-20-STR)	GAL	29,303
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	720
1.06	0666 6012	REFL PAV MRK TY I (W)4" (SLD) (100MIL)	LF	5,489
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	96
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	234
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-
1.12	0666 6057	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	-
1.14	0666 6099	REF PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1,540
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	4,760
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-
1.18	0668 6094	PREFAB PAV MRK TY C (W) (BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, SHARED LANE)	EA	43
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-
1.23		TOWING	EA	-

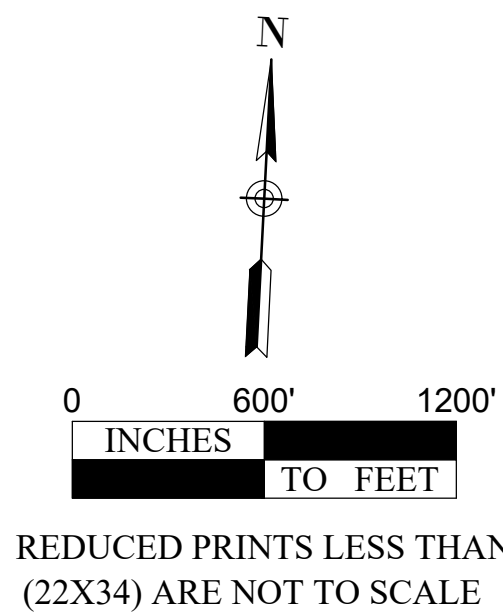
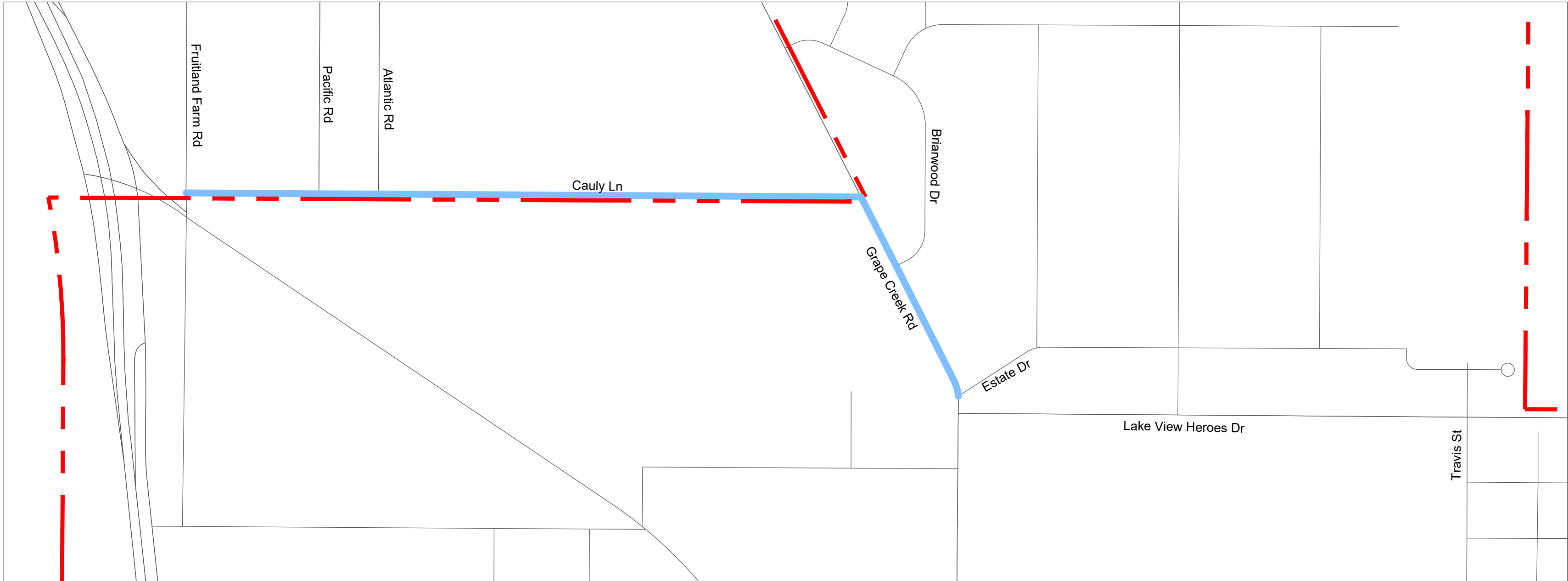
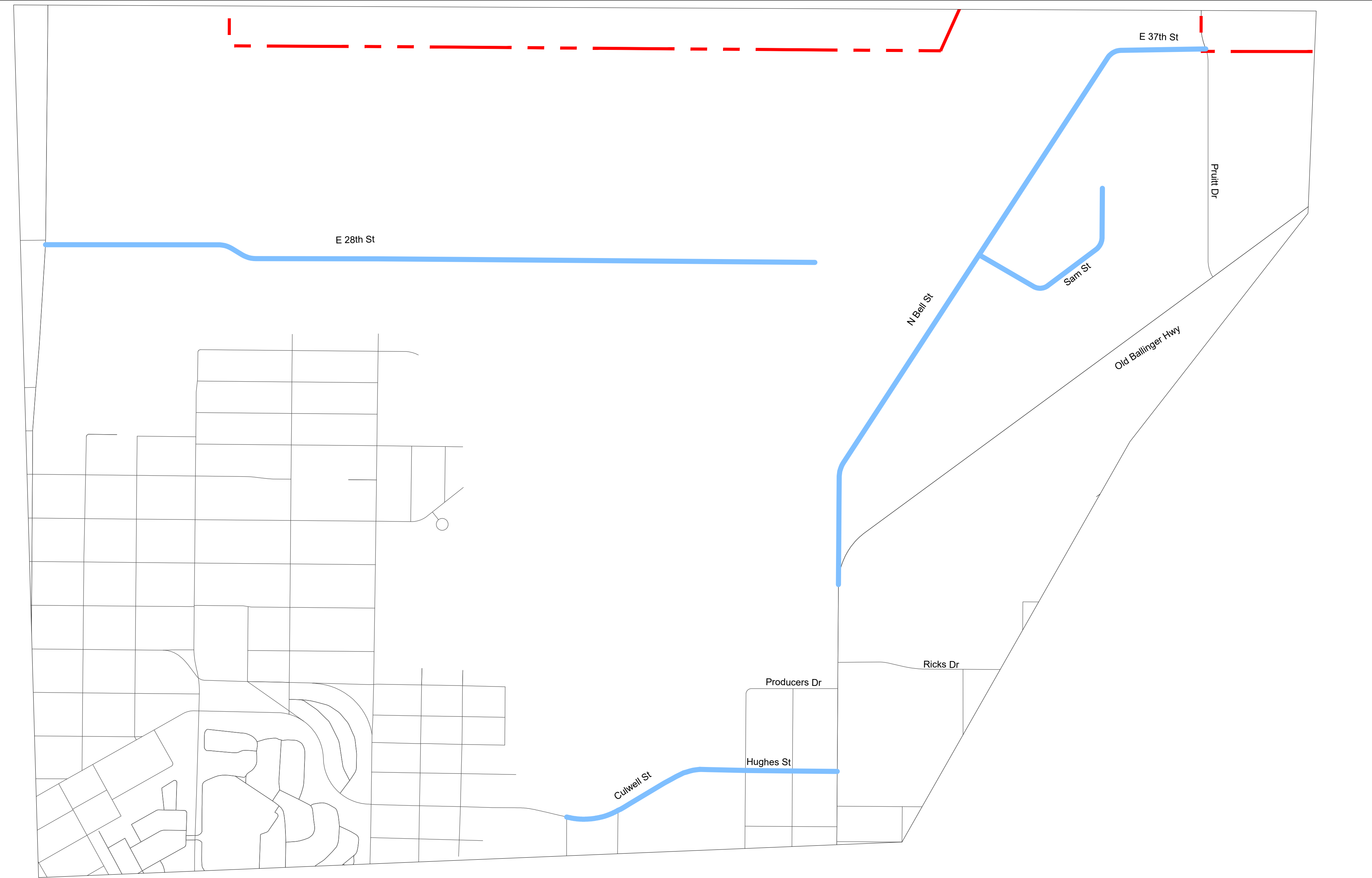
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DATE:	12/20/22		
ARCHIVE NO:	R-2029-4		
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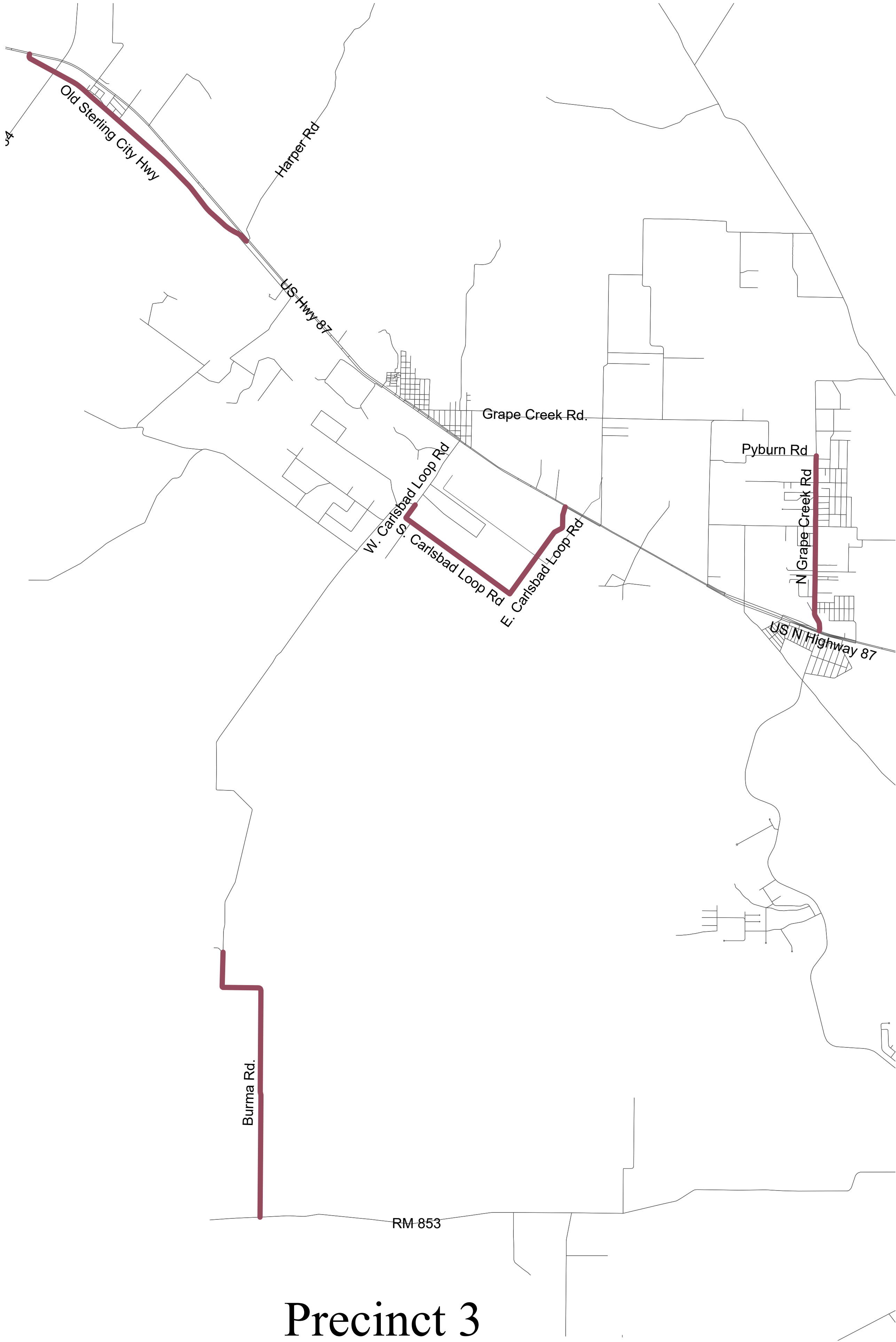
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 (325)657-4201
 WWW.COSATX.US

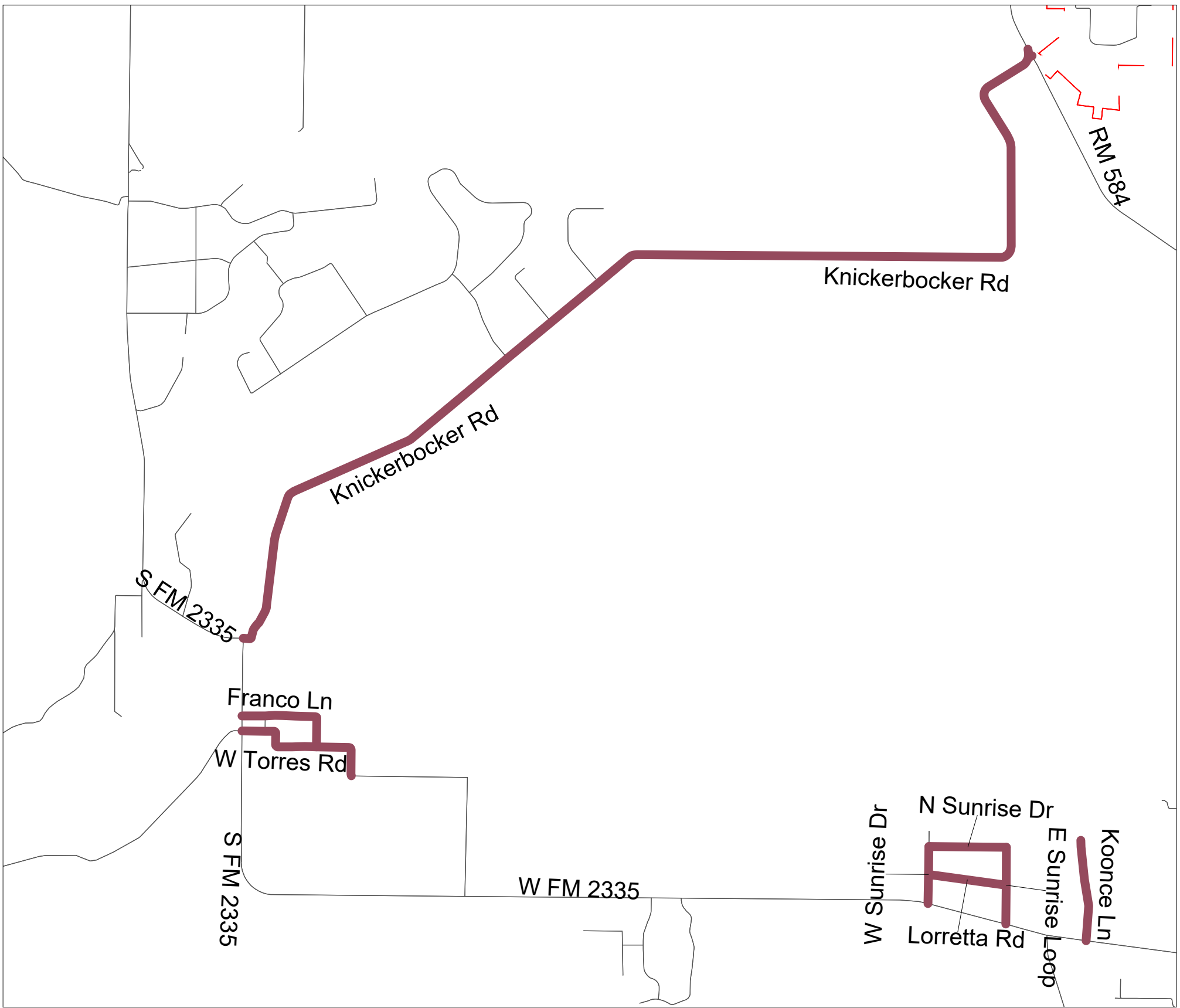


REDUCED PRINTS LESS THAN
(22X34) ARE NOT TO SCALE

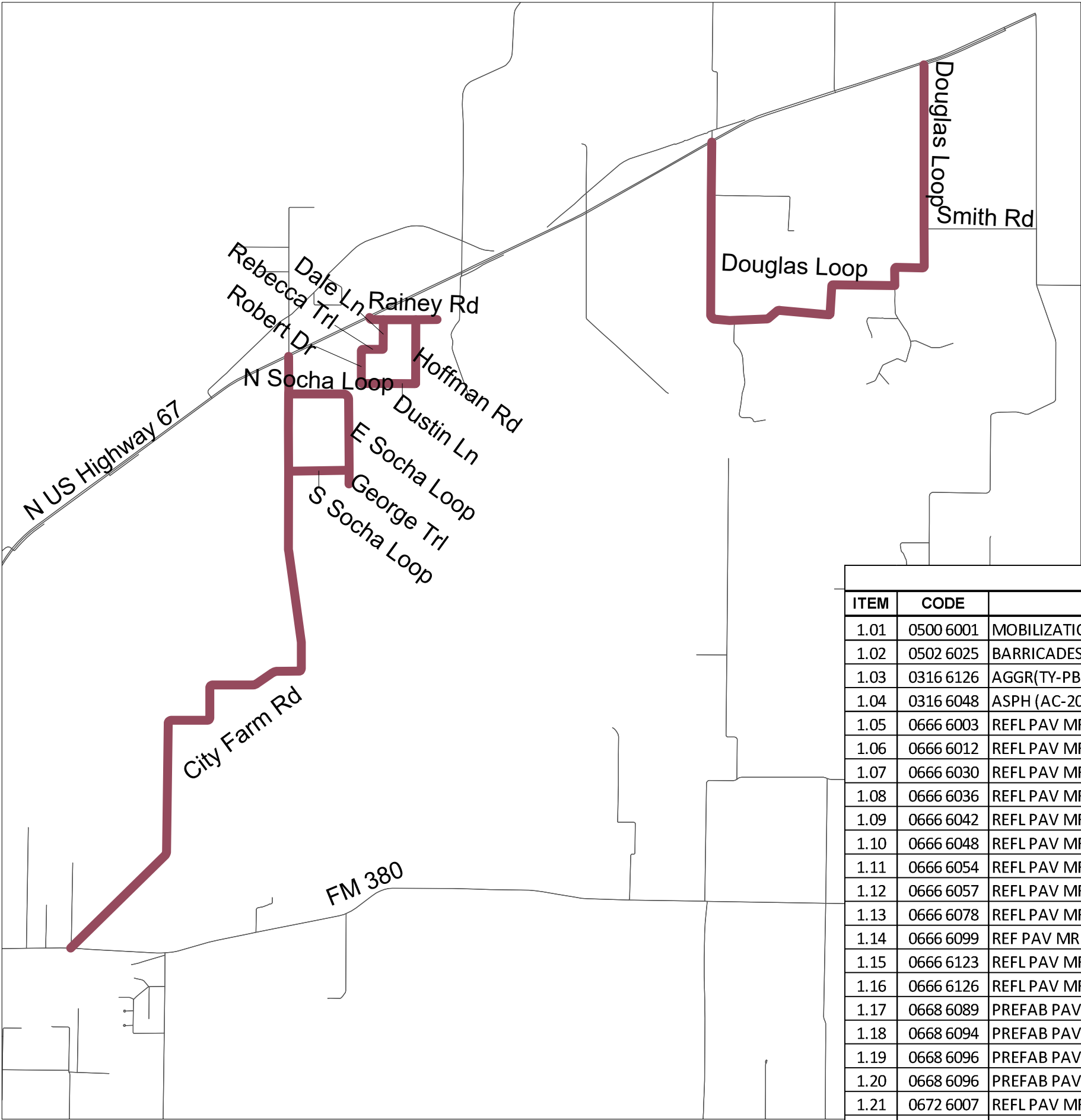
Section 6 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	661
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	29,093
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	1,320
1.06	0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100MIL)	LF	-
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	483
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	75
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	390
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-
1.12	0666 6057	REFL PAV MRK TY II (W) (DBL ARROW) (100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	-
1.14	0666 6099	REF PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	260
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	6,356
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	8
1.18	0668 6094	PREFAB PAV MRK TY C (W) (BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W) (BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-
1.23		TOWING	EA	-



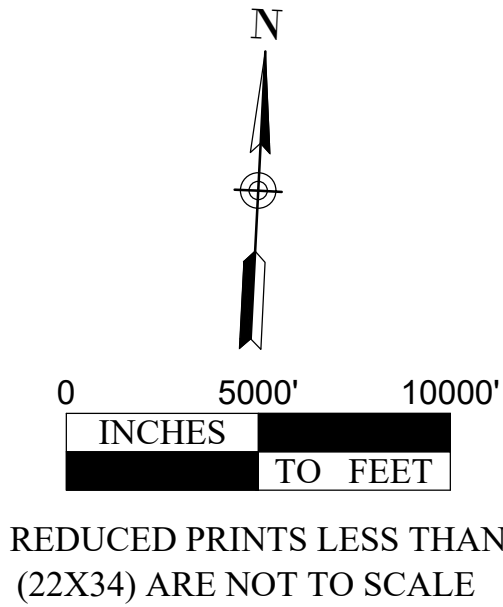
Precinct 3



Precinct 4

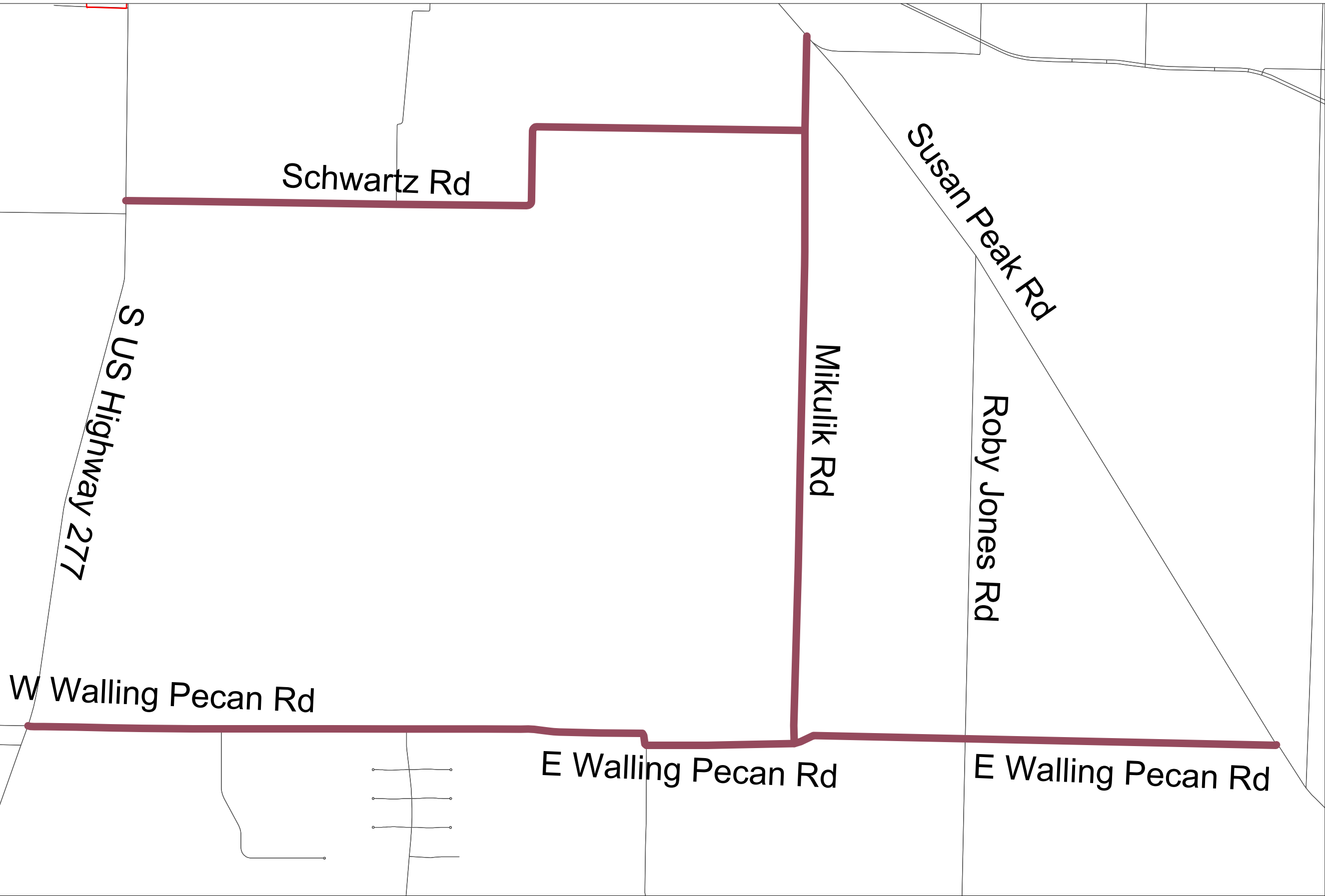


Precinct 1



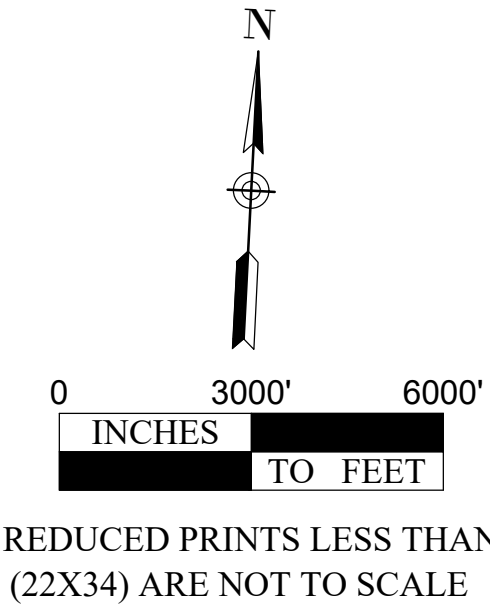
Tom Green County Plan Notes:
The Contractor shall sweep excess rock one time after seal coat has been applied. Temporary flexible reflective chip seal markers on the center line may be left in place. The Contractor shall contact the respective Road and Bridge Superintendent 48 hours prior to commencing work. For Precinct 1 and 3 roads, contact David Spieker at (325) 234-1024. For Precinct 2 and 4 Roads, contact Ernie Galindo (432) 302-1594. Precinct 1 roads shall have the shoulders bladed and spoils removed from the area. The spoils from City Farm Rd, Socha Loop, and Douglass Loop may be spread in the bar ditch. Precinct 2 and 4 roads shall have the shoulders bladed and spoils spread in the bar ditch. blading and disposal of spoils shall be subsidiary to the mobilization line item.

TGC Alternate Section 1 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	5,062
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	222,746
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	9,569
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	-
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	213
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4
1.12	0666 6057	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	-
1.14	0666 6099	REF PAV MRK TY I (W)18"(YLD TRI)(100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	74,970
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	58,314
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-
1.23		TOWING	EA	-
1.24	0666 6045	REFL PAV MRK TY I (W) 18" (SLD) (100MIL)	EA	427
1.25	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	278

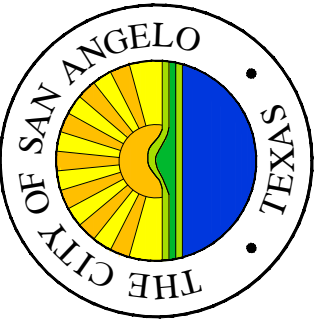


Precinct 2

Tom Green County Plan Notes:
The Contractor shall sweep excess rock one time after seal coat has been applied. Temporary flexible reflective chip seal markers on the center line may be left in place. The Contractor shall contact the respective Road and Bridge Superintendent 48 hours prior to commencing work. For Precinct 1 and 3 roads, contact David Spieker at (325) 234-1024. For Precinct 2 and 4 Roads, contact Ernie Galindo (432) 302-1594. Precinct 1 roads shall have the shoulders bladed and spoils removed from the area. The spoils from City Farm Rd, Socha Loop, and Douglass Loop may be spread in the bar ditch. Precinct 2 and 4 roads shall have the shoulders bladed and spoils spread in the bar ditch. All shoulder blading and disposal of spoils shall be subsidiary to the mobilization line item.

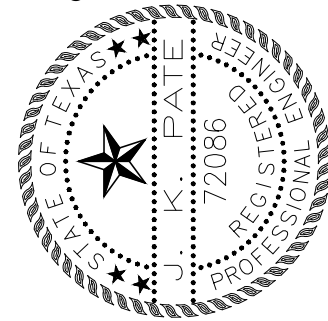


CITY OF SAN ANGELO
ENGINEERING SERVICES
CITY HALL ANNEX
301 W. BEAUREGARD AVE.
SAN ANGELO, TX. 76903
(325)657-4201
www.cosatx.us



NO	DESCRIPTION	DATE

The Seal appearing on this document was authorized by J. K. Pale, P.E. 72086 on: December 20, 2022.



ES-01-23	TOM GREEN COUNTY STREET SEALCOAT PLAN	ADW
SECTION - 2	PROJECT NO: 2022-4-846	DRAWN BY:
DESIGN BY: NC		

SCALE: 1"=3000'	DATE: 12/20/22	ARCHIVE NO: R-2029-7	SHEET NO. C-407
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TGC Alternate Section 2 Quantities				
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.
1.01	0500 6001	MOBILIZATION	LS	-
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	1,707
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	75,093
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	-
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	-
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	-
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-
1.12	0666 6057	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	EA	-
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	-
1.14	0666 6099	REF PAV MRK TY I (W)18"(YLD TRI)(100MIL)	EA	-
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	-
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	-
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	-
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-
1.23		TOWING	EA	-
1.24	0666 6045	REFL PAV MRK TY I (W) 18" (SLD) (100MIL)	EA	-
1.25	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	-

INTERLOCAL AGREEMENT
By and Between
CITY OF SAN ANGELO and TOM GREEN COUNTY

This Interlocal Development Agreement (“Agreement”) is entered into by and between City of San Angelo, Texas, a home rule city located in Tom Green County, Texas (“City”), and Tom Green County, a legal and political subdivision of the State of Texas (“TGC”) pursuant to Texas Government Code Chapter 791.

RECITALS

WHEREAS, City has conducted a competitive bid process for seal coat of City roads; and

WHEREAS, TGC desires to utilize City’s bid to allow the selected contractor to seal coat County roads; and

WHEREAS, City’s bid process included alternate bids that include County roadways; and

WHEREAS, the County has determined that the City bid process met all of the Federal bid requirements necessary to use Federal funding; and

WHEREAS, the low bidder for seal coating is Ronald A Wagner Co, LP (“Vendor”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, City and Tom Green County agree as follows:

TERMS

1. Effective Date. This Agreement shall become effective upon last signature of the parties and continue until such time the contract with Vendor expires.
2. Upon approval by the TGC Commissioner’s Court of this Interlocal Agreement (“Agreement”), City will seek City Council award of the bid by Vendor in the amount of \$7,446,348.63.
3. Upon award of bid, City will enter into a contract with Vendor for the Base Bid + Alt 1 + TGC.
4. City will attempt to coordinate with Vendor to perform work in the County areas first.
5. City will manage and inspect all applications for City roadways and TGC will perform inspections on all applications on County roads. Inspection reports from the County to the City will be required for all applications overseen by the County.
6. All financial transactions related to the Vendor contract including invoicing and payments will be performed by City.
7. TGC will pay City for actual costs of application on County roads not to exceed at \$2,702,211.75 for the TGC sealcoat areas. The monies due from TGC to City shall be due upon invoicing from Vendor. Tom Green County will use funds received from the Coronavirus State and Local Fiscal Recovery Fund

established by the American Rescue Plan Act to fund the project with the City of San Angelo. The City of San Angelo procured services in this agreement according to federal laws, regulations, and requirements to those under state law. This includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.

8. All payments made under this agreement shall be paid by the current revenues of the paying party.

9. Termination. This Agreement shall only be terminated in writing by mutual agreement of the parties. Payments under this agreement shall be prorated to the work completed at the time of termination.

10. Survival of Provisions. In the event of a termination or expiration of this Agreement for any reason, the parties agree that all provisions that by their meaning or nature are intended to survive termination or expiration shall survive termination or expiration of this Agreement

11. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.

12. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

13. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

14. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Tom Green County, the location of each of the parties and of the property to which this Agreement pertains.

16. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

17. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

If to TGC:

City Manager's Office
Attention: City Manager
72 West College Avenue
San Angelo, Texas 76903

Office of the County Judge
Attention: County Judge
113 W Beauregard
San Angelo, Texas 76903

18. This agreement will be managed by the following representatives of the Parties.

For the City:
Kevin Pate, City Engineer

For TGC
Rick Bacon, TGC Commissioner, Pct. 3

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law.

TOM GREEN COUNTY

CITY OF SAN ANGELO, TEXAS

By: _____
Lane Carter, County Judge
acting in his official capacity
and not individually

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

Project: RFB No.: Location: Description: Date:		2023 SEALCOAT PROJECT						
		ES-01-23						
		2023 SEAL COAT AREAS						
		BID TAB - BASE BID						
		1-Jan-23						
Pavement Improvements					CK Newberry		Wagner	
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.01	0500 6001	MOBILIZATION	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 398,328.44	\$ 398,328.44
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	\$ 10,000.00	\$ 30,000.00	\$ 0.01	\$ 0.03
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	11,335	\$ 215.00	\$ 2,437,128.69	\$ 154.08	\$ 1,746,571.11
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	498,761	\$ 4.10	\$ 2,044,921.00	\$ 4.05	\$ 2,018,486.66
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	15,160	\$ 1.00	\$ 15,160.00	\$ 0.50	\$ 7,580.00
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	12,569	\$ 1.00	\$ 12,568.50	\$ 0.50	\$ 6,284.25
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	53	\$ 12.00	\$ 636.00	\$ 1.00	\$ 53.00
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	14,809	\$ 1.50	\$ 22,213.50	\$ 1.00	\$ 14,809.00
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	75	\$ 20.00	\$ 1,500.00	\$ 5.00	\$ 375.00
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	4,191	\$ 20.00	\$ 83,820.00	\$ 10.00	\$ 41,910.00
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	42	\$ 450.00	\$ 18,900.00	\$ 300.00	\$ 12,600.00
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	3	\$ 550.00	\$ 1,650.00	\$ 350.00	\$ 1,050.00
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	15	\$ 550.00	\$ 8,250.00	\$ 300.00	\$ 4,500.00
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	5	\$ 250.00	\$ 1,250.00	\$ 50.00	\$ 250.00
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	9,170	\$ 1.00	\$ 9,170.00	\$ 0.50	\$ 4,585.00
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	75,693	\$ 1.00	\$ 75,693.00	\$ 0.50	\$ 37,846.50
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	21	\$ 1,100.00	\$ 23,100.00	\$ 500.00	\$ 10,500.00
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	14	\$ 300.00	\$ 4,200.00	\$ 500.00	\$ 7,000.00
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE	EA	14	\$ 300.00	\$ 4,200.00	\$ 500.00	\$ 7,000.00
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED L	EA	43	\$ 400.00	\$ 17,200.00	\$ 500.00	\$ 21,500.00
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	663	\$ 6.00	\$ 3,978.00	\$ 3.50	\$ 2,320.50
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	1,499	\$ 6.00	\$ 8,994.00	\$ 3.50	\$ 5,246.50
1.23		TOWING	EA	25	\$ 100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00
					SUBTOTAL:	\$ 5,177,032.69	SUBTOTAL:	\$ 4,351,295.98
					CONTINGENCY:	\$ 300,100.00	CONTINGENCY:	\$ 300,100.00
					TOTAL:	\$ 5,477,132.69	TOTAL:	\$ 4,651,395.98

Project: RFB No.: Location: Description: Date:		2023 SEALCOAT PROJECT						
		ES-01-23						
		2023 SEAL COAT AREAS						
		BID TAB - ALTERNATE 1 McNease Convention Center						
		1-Jan-23						
Pavement Improvements					CK Newberry		Wagner	
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.01	0500 6001	MOBILIZATION	LS	-	\$ -	\$ -	\$ -	\$ -
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	-	\$ -	\$ -	\$ -	\$ -
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	190	\$ 240.00	\$ 45,629.92	\$ 232.15	\$ 44,137.44
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	8,365	\$ 4.25	\$ 35,553.31	\$ 5.81	\$ 48,603.46
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.06	0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-	\$ -	\$ -	\$ -	\$ -
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-	\$ -	\$ -	\$ -	\$ -
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE	EA	-	\$ -	\$ -	\$ -	\$ -
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LA	EA	-	\$ -	\$ -	\$ -	\$ -
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-	\$ -	\$ -	\$ -	\$ -
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-	\$ -	\$ -	\$ -	\$ -
1.23		TOWING	EA	-	\$ -	\$ -	\$ -	\$ -
					SUBTOTAL:	\$ 81,183.22	SUBTOTAL:	\$ 92,740.90

Project:	2023 SEALCOAT PROJECT	
RFB No.:	ES-01-23	
Location:	2023 SEAL COAT AREAS	
Description:	BID TAB - TOM GREEN COUNTY PRECINCTS	
Date:	1-Jan-23	

Pavement Improvements					CK Newberry		Wagner	
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.01	0500 6001	MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 176,843.67	\$ 176,843.67
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	\$ 6,000.00	\$ 18,000.00	\$ 0.01	\$ 0.03
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	6,769	\$ 190.00	\$ 1,286,122.67	\$ 146.06	\$ 988,689.88
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	297,839	\$ 3.85	\$ 1,146,679.89	\$ 3.87	\$ 1,152,636.67
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.06	0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100MIL)	LF	9,569	\$ 1.00	\$ 9,569.00	\$ 0.50	\$ 4,784.50
1.07	0666 6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.08	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.09	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	-	\$ -	\$ -	\$ -	\$ -
1.10	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	213	\$ 20.00	\$ 4,260.00	\$ 10.00	\$ 2,130.00
1.11	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	\$ 400.00	\$ 1,600.00	\$ 300.00	\$ 1,200.00
1.12	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.13	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.14	0666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	-	\$ -	\$ -	\$ -	\$ -
1.15	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	74,970	\$ 1.00	\$ 74,970.00	\$ 0.50	\$ 37,485.00
1.16	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	58,314	\$ 1.00	\$ 58,314.00	\$ 0.50	\$ 29,157.00
1.17	0668 6089	PREFAB PAV MRK TY C (W) (RR XING)	EA	-	\$ -	\$ -	\$ -	\$ -
1.18	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	-	\$ -	\$ -	\$ -	\$ -
1.19	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE	EA	-	\$ -	\$ -	\$ -	\$ -
1.20	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED L	EA	-	\$ -	\$ -	\$ -	\$ -
1.21	0672 6007	REFL PAV MRKR TY I-C	EA	-	\$ -	\$ -	\$ -	\$ -
1.22	0672 6009	REFL PAV MRKR TY II-A-A	EA	-	\$ -	\$ -	\$ -	\$ -
1.23		TOWING	EA	-	\$ -	\$ -	\$ -	\$ -
1.24	0666 6045	REFL PAV MRK TY I (W) 18" (SLD) (100MIL)	EA	427	\$ 16.00	\$ 6,832.00	\$ 15.00	\$ 6,405.00
1.25	0666 6141	REFL PAV MRK TY I (Y) 12"(SLD)(100MIL)	LF	278	\$ 16.00	\$ 4,448.00	\$ 10.00	\$ 2,780.00
					SUBTOTAL:	\$ 2,710,795.56	SUBTOTAL:	\$ 2,402,111.75
					CONTINGENCY:	\$ 300,100.00	CONTINGENCY:	\$ 300,100.00
					TOTAL:	\$ 3,010,895.56	TOTAL:	\$ 2,702,211.75

Memo

To: Tina Dierschke, Finance Director
From: Sidney Walker, Civic Events Manager
Date: 03/07/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the Convention Center's portion of the 2023 Sealcoat Project

Source of Funding:

Hotel Occupancy Fund

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

No

Project/Budget to be amended	Revenue	Expense
Hotel Occupancy Fund		100,000
Civic Events - Capital	100,000	100,000

Additional Comments:

Tom Green County roadways were included in the 2023 Sealcoat Bid ES-01-23. The City will receive reimbursement for the costs of application on County-owned roadways.

Memo

To: Tina Dierschke, Finance Director
From: Patrick Frerich, Director of Operations
Date: 03/07/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the County's portion of the 2023 Sealcoat Project; the inter-local agreement allows for greater economies of scale.

Source of Funding:

Tom Green County

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

No

Project/Budget to be amended	Revenue	Expense
Tom Green County	\$2,702,212	
Street & Bridge		\$2,702,212

Additional Comments:

Tom Green County roadways were included in the 2023 Sealcoat Bid ES-01-23. The City will receive reimbursement for the costs of application on County-owned roadways.



City Council

March 7, 2023

Budget Amendments

Tina Dierschke

Budget amendment

2023 Sealcoat Project

Revenue

Expense

General Fund - Tom Green County
Reimbursement

2,702,212

2,702,212

Budget amendment

2023 Sealcoat Project	Revenue	Expense
Hotel Occupancy Fund		100,000
Civic Events Fund	100,000	100,000

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info@cosatx.us



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Discuss and consider adoption of an Ordinance authorizing the issuance and sale of the City of San Angelo, Texas Tax Note, Series 2023, and enacting other provisions related thereto (Presentation made by Director of Finance Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

On February 21, 2023, City Council directed Specialized Public Finance, Inc. to proceed with issuing a short-term note to complete two projects that would be funded with these proceeds: Animal Shelter improvements and a traffic signal at Twin Mountain Lane and Knickerbocker Road. The total amount of the short-term note is not expected to exceed \$2 million, and the note would be paid off with the use of the Debt Service Fund's fund balance before the end of the fiscal year.

Animal Shelter Improvements:

Animal shelter improvements are described below and are estimated to cost \$1,642,000. Staff recommends the project be funded in its entirety as phasing it in overtime would almost certainly yield complete system failures, making the facility unusable. Continuing mandatory operations without this facility is not possible.

Improvements to animal service shelters are necessary to maintain and continue mandated operations. Last completed in 1999, significant facility repairs are needed to keep offering programs and services – many of which are mandated operations – at the Animal Services shelter.

The Animal Services Division is solely responsible for preventing the spread of disease from animals to humans in our community. For a facility that is occupied round the clock, major system failures have exceeded the maintenance level and now require a capital investment.

The following items must be implemented across the facility to meet standards:

1. Overhaul HVAC system installed including venting, air handling units and compressors.
2. New ventilation system to exhaust air outside.
3. Redesign lighting system.
4. Replace ceiling tiles throughout.

5. Improve door security through corridors.

General population kennels comprise more than 3,000 square feet of the facility and do not serve us well. A complete rehabilitation of this room would provide a much-improved customer experience. Such improvements include:

1. Install dropped ceiling.
2. Assemble new plastic kennels and doors.
3. Raise kennel floors with trench drains.

We also plan to reconfigure the tame cat room to expand the lobby to appropriate proportions.

Finally, refurbishing the exam and canine intake rooms was previously funded and will be completed with these other improvements.

Traffic Light at Twin Mountain and Knickerbocker:

In order for a traffic signal to be installed, specific traffic-related criteria (warrants) must be met. The intersection of Twin Mountain Drive and Knickerbocker Road has met warrants for a traffic signal. Currently, temporary signals have been set up at the intersection to provide enhanced traffic control during the rehabilitation of Southwest Blvd. New traffic signal infrastructure is estimated at \$350,000. Upon approval of funding, the City will publish a request-for-bids for the purchase and installation of the traffic signal at this intersection.

Funding Source(s):

Financial Impact:

The City will issue a short-term note at a competitive interest rate in the amount of approx. \$2 million that would be paid off before the fiscal year's end.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | San Angelo - Notes Timeline | San Angelo - Notes Timeline.pdf |
| 2. | Tax Note Ordinance v1 | Tax Note Ordinance v1.docx |

Presentation:

Vince Viaille, Managing Director, Specialized Public Finance, Inc.

Approvals/Reviews:

Tina Dierschke

Created/Initiated

Theresa James
Heather Stastny

Approved
Final Approval

CITY OF SAN ANGELO, TEXAS
\$1,700,000* NOTES (THE “NOTES”)
SERIES 2023

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

UPDATED FINANCING SCHEDULE
AS OF JANUARY 26, 2023

Date	Task
Tuesday, February 21, 2023	<u>Council Meeting</u> –Specialized Public Finance Inc. (“SPFI”) will present the financing plan for the issuance of the Notes. (8:30 am)
Monday, February 27, 2023	Bank Placement Agent to distribute a term sheet and the City’s financial information to local, regional, and national banks for the Notes.
Friday, March 17, 2023	The Bank Placement Agent to receive bids from Banks for the Notes. (12:00 Noon)
Tuesday, March 21, 2023	<u>Council Meeting - Award</u> – Bid results provided to the Council by SPFI. The Council awards the Notes to the winning bidder. (8:30 am)
Thursday, April 20, 2023	<u>Delivery Date</u> – The City receives the Notes proceeds.

*Preliminary, subject to change.

Denotes City Council Meeting Date

Denotes Closing Date

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE
CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2023, AND
ENACTING OTHER PROVISIONS RELATED THERETO.**

THE STATE OF TEXAS	§
COUNTY OF TOM GREEN	§
CITY OF SAN ANGELO	§

WHEREAS, pursuant to its home rule charter and Chapter 1431, Texas Government Code (hereinafter called the “Act”), the City Council of the City of San Angelo, Texas (the “City”) is authorized and empowered to issue tax notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public work, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City’s authorized needs and purposes and (iii) to pay costs of professional services, including a service by a tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial advisor, or fiscal agent; and

WHEREAS, in accordance with the provisions of the Act and its home rule charter, the City Council hereby finds and determines that tax notes should be issued and sold at this time to finance the costs incurred by the City in connection with (i) renovations and improvements to the existing City courthouse annex and (ii) the payment of professional services and costs of issuance related to the Note (collectively, the “Project”); and

WHEREAS, the governing body of the City deems it appropriate to adopt this Ordinance and issue the City of San Angelo, Texas Tax Note, Series 2023 herein authorized as permitted by the Act and by its home rule charter.

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

SECTION 1. DEFINITIONS. Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Ordinance, or any Ordinance amendatory or supplemental hereto, shall be construed, are used, and are intended to have meanings as follows:

“Act” - Chapter 1431, Texas Government Code, as amended.

“Available Funds” - The revenues received from the levy and receipt of the ad valorem taxes and other income and revenues of the City (to the extent available therefor) during and with respect to Fiscal Year 2023.

“Bond Counsel” - McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

“Business Day” - Any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State or in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close.

“Note” or “Notes” - The “City of San Angelo, Texas Tax Note, Series 2023” shall mean and include collectively the Note initially issued and delivered pursuant to this Ordinance and all

substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant hereto, and the term “Note” shall mean any of such Notes.

“City Council” - The governing body of the City.

“Code” - The Internal Revenue Code of 1986, and any amendments thereto.

“City” - The City of San Angelo, Texas, a home rule municipality and political subdivision of the State located in Tom Green County, Texas.

“Date of Delivery” - The date the Note is initially delivered to the Purchaser in exchange for the purchase price therefor.

“Fiscal Year 2023” - The fiscal year of the City beginning October 1, 2022, and ending September 30, 2023.

“Ordinance” - This Ordinance and all amendments hereof and supplements hereto.

“Paying Agent/Registrar” - The bank, trust company, financial institution or other entity so named in accordance with the provisions of Section 4 of this Ordinance.

“Purchaser” - The initial purchaser of the Note designated in Section 16.

“Project” - Shall have the meaning set forth in the preambles hereof.

“Holder” - The registered holder of the Note from time to time as shown in the books kept by the Paying Agent/Registrar as the registrar and transfer agent for the Note.

“State” - The State of Texas.

“Stated Maturity Date” - September 30, 2023.

SECTION 2. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Note is hereby authorized to be issued and delivered in the aggregate principal amount of \$2,560,000 for the purpose of paying the costs of the Project.

SECTION 3. DESIGNATION, DATE, NUMBERS, AND MATURITY OF NOTE. Each Note issued pursuant to this Ordinance shall be designated: “CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2023,” and there shall be issued, sold, and delivered hereunder one fully registered Note, without interest coupon dated April 1, 2023, numbered R-1, with any note issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-2 upward, payable to the Holder thereof (with the initial note being made payable to the Purchaser as described in Section 16 hereof), or to the registered assignee or assignees of said notes or any portion or portions thereof (in each case, the "Holder"), and said note shall finally mature and be payable in full on September 30, 2023 in the principal amount of [\$1,995,000] and shall bear interest at a rate of 5.99% from the dates set forth in the

FORM OF NOTE set forth in Section 5 of this Ordinance to the date of maturity or prior redemption.

SECTION 4. CHARACTERISTICS OF THE NOTE.

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

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel a Note surrendered for transfer or the Note when paid in full. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Note in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of transfer of the Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, said Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State (the "Attorney General"), and registered by the Comptroller of Public Accounts of the State (the "Comptroller").

(b) Payment of Principal and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note and shall properly and accurately record all payments on the Note on the Registration Books, and shall keep proper records of all transfers of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and

for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Holder appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Holder thereof, (ii) may and shall be redeemed prior to its scheduled maturity (notice of which shall be given to the Paying Agent/Registrar by the City at least 30 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Holder of the Note that at all times while the Note are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 40 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Holder of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Closing. On the closing date, the initial Note, numbered R-1, representing the entire principal amount of the Note, payable in stated installments to the order of the Purchaser of the Note or its designee, executed by manual or facsimile signature of the Mayor or presiding Mayor and City Clerk of the City, approved by the Attorney General of Texas, and registered and

manually signed by the Comptroller of Public Accounts of the State of Texas, will be electronically delivered to such Purchaser or its designee.

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

(a) FORM OF NOTE

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SAN ANGELO, TEXAS TAX NOTE SERIES 2023	PRINCIPAL AMOUNT [\$1,995,000]
DATE OF DELIVERY:	April 6, 2023	
STATED MATURITY DATE:	September 30, 2023	
HOLDER:	[NAME OF PURCHASER]	
PRINCIPAL AMOUNT:	[ONE MILLION NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS]	
INTEREST RATE:	[5.99%]	

The City of San Angelo, Texas (the "City"), being a home rule municipality and political subdivision of the State of Texas located in Tom Green County, Texas, for value received, promises to pay, from the sources described herein, to the registered holder specified above, or registered assigns (in each case, the "Holder"), the principal amount specified above, and to pay interest thereon at the rate per annum specified above, on the basis of a 360-day year comprised of twelve 30-day months, from the date of delivery set forth above, on the balance of said principal amount from time to time remaining unpaid. The principal of and interest on this Note is payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Note on the final maturity hereof or to the date of redemption prior to maturity. The principal of this Note shall be paid to the Holder hereof at final maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of [NAME OF PAYING AGENT/REGISTRAR] in [CITY], [STATE], which is the "Paying Agent/Registrar" for this Note. The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Holder hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Note Ordinance (as defined below) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Holder hereof, at its address as it appeared at the close of business on the last business

day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder.

Any accrued interest due in connection with the payment of the final installment of principal of this Note shall be paid to the Holder upon presentation of this Note for payment or redemption at the designated corporate trust office of the Paying Agent/Registrar, which shall be accomplished by presenting a digital copy of this Note. The City covenants with the Holder of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the “Interest and Sinking Fund” created by the ordinance authorizing the issuance of the Note (the “Note Ordinance”), the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

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

This Note is dated as of April 1, 2023 and is authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of [\$1,995,000] for the purpose of paying all or a portion of the City’s contractual obligations incurred with respect to the acquisition and construction of the Project (as defined in the Note Ordinance).

On any date, the Note of this series are subject to redemption, in whole or in part, and may be redeemed prior to their scheduled maturity dates by the City, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption, without premium. The City shall give written notice of its direction to redeem the principal installments of this Note to the Paying Agent/Registrar and the Holder of this Note by United States mail, first-class postage prepaid, no later than 10 days prior to the Redemption Date.

This Note is issuable solely as a single fully registered Note, without interest coupons in the denomination of the principal amount set forth above or the remaining principal amount of the this Note if an exchange of a Note is made after a reduction in the principal amount as a result of redemption of part of this Note prior to maturity (the “Authorized Denomination”). As provided in the Note Ordinance, this Note may, at the request of the Holder or the assignee or assignees hereof, be assigned and transferred for a like aggregate principal amount Note, without interest coupons, payable to the appropriate Holder, assignee or assignees, as the case may be, in the Authorized Denomination, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, an electronic copy of this Note must be presented to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note to the assignee this Note is to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Holder to evidence the assignment hereof,

but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note from time to time by the Holder. In the case of the assignment and transfer of this Note, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following Payment Date.

In the event any Paying Agent/Registrar for this Note is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Holder of this Note.

It is hereby certified, recited, and covenanted that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Note has been performed, existed, and been done in accordance with law; that this Note is a general obligation of said City, issued on the full faith and credit thereof; and is payable solely from the receipts of the Available Funds (as defined in the Note Ordinance) sufficient to provide for the payment of the interest on and principal of this Note, as such principal and interest comes due; and that the total indebtedness of the City, including this Note, does not exceed any constitutional or statutory limitation.

The City has reserved the right, subject to the restrictions referred to in the Note Ordinance, to amend the provisions of the Note Ordinance under the conditions provided in the Note Ordinance.

By becoming the Holder of this Note, the Holder thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the City, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Holder hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Clerk of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Clerk

(signature)
Mayor

(SEAL)

(b) FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

(To be executed if this Note is not accompanied by an executed
Comptroller's Registration Certificate)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____ [NAME OF PAYING AGENT/REGISTRAR]
[CITY], [STATE]
Paying Agent/Registrar

By: _____
Authorized Representative

(c) FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

_____, the
within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Note on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by an eligible guarantor institution
participating in a securities transfer

NOTICE: The signature above must
correspond with the name of the holder as it
appears upon the front of this Note in every

association recognized signature guarantee
program.

particular, without alteration or enlargement
or any change whatsoever.

(d) FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
OF THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6. TAX LEVY. (a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Note. All amounts received from the sale of the Note as accrued interest and ad valorem taxes levied and collected for and on account of the Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. The principal amount of the Note and the interest thereon are payable from the Available Funds. To secure full and complete payment of the Note and the interest thereon on the Stated Maturity Date, the City hereby irrevocably pledges for such payment the Available Funds of the City, and grants to, and creates in favor of, the Purchaser, for the benefit of the Purchaser and any successor Noteholder, an irrevocable lien on the Available Funds and an irrevocable first priority lien on all money on deposit in the Interest and Sinking Fund.

(b) The City Council hereby declares and covenants that it shall for Fiscal Year 2023 compute and ascertain a rate and amount of ad valorem taxes which will be sufficient, in addition to other Available Funds, to raise and produce the money required to pay all of the City's obligations, including the Note and the interest thereon by a date not later than the Stated Maturity Date; that the taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City; that the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collections; and that said rate and amount of ad valorem tax is intended by the City to be levied against all taxable property in the City, within the limits prescribed by law.

SECTION 7. REMEDIES OF HOLDER. In addition to all rights and remedies of any Holder of the Note provided by the laws of the State, the City and the City Council of the City covenant and agree that in the event the City defaults in the payments of the principal of or interest on the Note when due, or fails to make the payments required by this Ordinance, the Holder of the Note shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, obligation or condition prescribed in this Ordinance. No delay or omission by any Holder to exercise any right or power accruing to him upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to the Holder of the Note and shall be cumulative of all other existing remedies.

SECTION 8. USE OF NOTE PROCEEDS. The proceeds of the issuance of the Note shall be deposited in the Construction Fund created by Section 18 of this Ordinance and used for the purposes for which the Note are hereby authorized to be issued.

SECTION 9. INVESTMENTS. The City Council may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the City hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

SECTION 10. SECURITY FOR FUNDS. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 11. CITY OFFICER'S DUTIES.

(a) The Mayor (or Mayor Pro-Tem), City Clerk, and Finance Director of the City are hereby instructed and directed to do any and all things necessary in reference to the issuance of the Note and to make money available for the payment of the Note in the manner provided by law and this Ordinance.

(b) The Mayor (or Mayor Pro-Tem) and the City Clerk are authorized to execute the certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

SECTION 12. DEFEASANCE OF NOTE.

(a) Any Note and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America

sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Note shall have become due and payable. At such time as the Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem tax herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Note that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Holder of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 13(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if it had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

SECTION 13. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Note shall be made by the Holder thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Holder applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the Holder shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Holder shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of a replacement Note, the Paying Agent/Registrar shall charge the Holder of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that the Note is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Note issued in exchange for another Note.

SECTION 14. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL; ENGAGEMENT OF FINANCIAL ADVISOR.

(a) The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the initial Note issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and its investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Note said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Holder of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem are hereby authorized to execute such engagement letter. The engagement of Specialized Public Finance Inc. as financial advisor to the City in connection with the issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the City and such firm, with respect to such services as financial advisor, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem are hereby authorized to execute such engagement letter.

SECTION 15. RESERVED.

SECTION 16. SALE OF NOTE. (a) The Note is hereby sold and shall be delivered to _____ (the “Purchaser”), for cash for the par value thereof, pursuant to the Purchase Agreement dated the date of the adoption of this Ordinance. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

SECTION 17. INVESTMENT EARNINGS ON NOTE PROCEEDS. Investment earnings derived from the investment of proceeds from the sale of the Note shall be used along with other Note proceeds for the purpose for which the Note is issued set forth in Section 2 hereof; provided that after completion of such purpose, if any of such investment earnings remain on hand, such investment earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any investment earnings on Note proceeds which are required to be rebated to the United States of America pursuant to Section 15 hereof in order to prevent the Note from being arbitrage bonds shall be so rebated and not considered as investment earnings for the purposes of this Section.

SECTION 18. CONSTRUCTION FUND. The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled the “Series 2023 Tax Note Construction Fund” for use by the City for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Ordinance.

SECTION 19. NO RULE 15c2-12 UNDERTAKING. The City has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) due the offering of the Note not being within the purview of the Rule. The City is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the City or the Note.

SECTION 20. METHOD OF AMENDMENT. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of the Holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Holder, (ii) grant additional rights or security for the benefit of the Holder, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Holder, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Holder.

(b) Except as provided in paragraph (a) above, the Holder shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Holder, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rates of interest borne by the Note;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Note;
- (4) Modify the terms of payment of principal or of interest on the Note or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Holder consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Holder of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Holder, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Holder of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Holder of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Holder of the Note during such period. Such consent may be revoked at any time after six months from the date of said consent by the Holder who gave such consent, or by a successor in title, by filing notice with the City.

For the purposes of establishing ownership of the Note, the City shall rely solely upon the registration of the ownership of such Note on the Registration Books kept by the Paying Agent/Registrar.

SECTION 21. FURTHER PROCEDURES.

(a) The Mayor, Mayor Pro-Tem, City Clerk, City Attorney and Finance Director of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, a Signature Identification, No-Litigation and General Certificate, any certificates required by the Purchase Agreement, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 22. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 24. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Note remain outstanding and unpaid such that the pledge of the taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holder of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 25. APPROPRIATION. To pay the debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryon Fox, Planning and Development Services

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Consider approving Tax Increment Reinvestment Zone (TIRZ) incentive funding for a private project for a non-profit entity in the North TIRZ area for the property located at 1720 Martin Luther King Drive totaling \$71,845 (Presentation made by Planning & Development Services Director Jon James)

Staff Recommendation:

Approve

Summary/History:

At the monthly TIRZ Board meeting conducted on February 28th, 2023, the TIRZ Board recommended approval of funding one TIRZ North project out of the North TIRZ Private funds for a total of \$71,845. The details of this project include:

1720 MLK: The funding amount requested was \$71,845 and the Board voted 7 to 1 to recommend approval of funding in the full amount of \$71,845 to include paving, façade improvements, and lighting.

North Total Funds Available: \$1,870,405

Since this request is from a non-profit organization, approval requires a three-fourths majority vote of both the TIRZ Board and the City Council. The TIRZ Board vote was 7 in favor and 1 opposed, thus meeting the three-fourths majority requirement.

In addition to the three-fourths majority requirement, the Council must make a finding "that a significant economic impact will be created as a result of the project". The determination by the TIRZ Board was that improving non-profit properties, even without a direct impact on the tax base, will have the impact of helping to improve the overall area and encouraging further reinvestment of the area.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
TIRZ - North	106-2920-411-03-20		\$1,870,405

Financial Impact:

If approved, this project will commit \$71,845 of TIRZ North funds out of \$1,870,405 available.

Other Information/Recommendation:

At the monthly TIRZ Board meeting on February 28th, 2023, the Board recommended approval of funding of this project by a vote of 7 in favor to 1 against (Board member Brown opposed based on non-profit status). This vote met the three-fourths majority vote for a non-profit organization, as required by the TIRZ Incentive Policy.

Attachments:

1. 1720 Martin Luther King Application
- 1720 Martin Luther King App.pdf

Presentation:

Jon James

Approvals/Reviews:

Bryon Fox	Created/Initiated
Zachary Rainbow	Approved
Jon James	Approved
Holly Voth	Approved
Jon James	Approved
Theresa James	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Ceithsemane Missionary B.C. Date: January 10, 2023

Business Owner (if different from above): _____

Business Address: 1720 Martin Luther King Dr. Mailing Address 1720 Martin Luther King Dr.

Business Phone: 325-655-0777 Secondary Phone: 325-227-8916

Email: William.mclendon@gmail.com Fax: _____

Property Owner: William J. McClendon II

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 08/16/2022, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|--|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (as part of larger project) | ☐ Asbestos Abatement |
| ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System | ☐ Sales Tax |
| ☐ Property Tax Abatement | ☐ Development Fee Reductions | |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$87,613.79.

4C. The amount of funding requested is: \$71,844.97, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$15,768.82, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☒ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☐ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project MUST BE PROVIDED with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted by City Council on August 16, 2022).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner William J. McClendon II Date: Jan 10, 2023

SECTION 6: REPRESENTATIVE:

I hereby designate William J. McClendon II as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: cell # 210-854-4309 Home # 325-227-8916.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to the Economic Development Department located at 69 N. Chadbourne St. in the Business Resource Center. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE



WORKSHEET A

Proposed Project Budget



Below is a chart for summarizing the proposed project's scope & associated costs. All guidelines outlined in the TIRZ Incentive Policy, adopted 07/21/15. This worksheet alone does not provide all of the required items.

Intended Match (money to be provided by applicant):

Total Estimated Project Cost:

Please complete all fields within the chart below. Additional copies may be made of this form if necessary.

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
1	Resurface Main Parking Lot	Paving		
1a.	Caliche	Paving	\$12.00	\$2,064.00
1b.	Type D Asphalt	Paving	\$102.00	\$13,974.00
1c.	CSS 1H TAC Coat	Paving	\$3.35	\$1,340.00
1d.	Stripping Paint	Paving	\$22.00	\$22.00
1e.	Trucking	Paving	\$1,100.00	\$3,300.00
1f.	Mobilization	Paving	\$3,000.00	\$6,000.00
1g.	Labor	Paving	\$3,400.00	\$6,800.00
2	Replace Stucco Finish with EFIS on Entire Building	Façade Improvement		
2a.	Fiberglass Foam Layer	Façade Improvement		\$11,096.30
2b.	Mesh	Façade Improvement	\$25.78	\$3,867.00
2c.	Foam Coat	Façade Improvement	\$9.95	\$99.50
2d.	Base Coat	Façade Improvement	\$31.32	\$125.28
2e.	Paint	Façade Improvement	\$75.00	\$375.00
2f.	Stucco Tape	Façade Improvement	\$9.98	\$39.92
2g.	Plastic to cover Doors and Windows	Façade Improvement	\$15.00	\$45.00
2h.	Labor	Façade Improvement	\$2,750.00	\$5,500.00
3	Replace 2 Windows	Match	\$3,000.00	\$6,000.00
3a.	Primer for Cinder Block	Match	\$325.00	\$325.00
3b.	Labor	Match	\$1,393.42	\$1,393.42
4	Partially Replace Sidewalk	Paving		
4a.	Cement	Paving	\$137.00	\$3,957.78
4b.	Rebar	Paving	\$12.81	\$819.84

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
4c.	Labor	Paving		\$2,422.38
5	Church Name and Crosses Placed on Building Front	Façade Improvement		
5a.	Lettering	Match		\$2,300.00
5b.	2 Crosses	Match	\$750.00	\$1,500.00
5c.	Labor	Match	\$700.00	\$700.00
6	Restore Electricity to Sign/Light Pole on Street Corner	Security/Lighting		
6a.	Electrical Parts	Match	\$1,390.40	\$1,390.40
6b.	Labor	Match	\$2,160.00	\$2,160.00
7	Replace Large Awning/Remove Small Broken Awnings	Façade Improvement		
7a.	Large Awning	Façade Improvement	\$1,098.75	\$1,098.75
7b.	Removal/Labor	Façade Improvement	\$1,778.32	\$1,778.32
8	Replace Front Double Doors	Façade Improvement		
8a.	Doors	Façade Improvement	\$2,826.48	\$5,652.97
8b.	Installation	Façade Improvement	\$1,145.00	\$1,145.00
8c	Freight/Handling/Disposal/Fees	Façade Improvement	\$321.92	\$321.92

I certify that the information above is accurate in its representation of itemized costs. I understand that additional information may be requested to substantiate these amounts and will promptly provide such information.

Applicant or representative

Date

FOR OFFICE USE ONLY:

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

RANKING INFO: _____ APPROVED FOR FUNDING? Y N FINAL INCENTIVE AMOUNT: _____

DATE OF PAYMENT: _____ CHECK NUMBER: _____ CONTRACT EXECUTED: _____ Document Effective as of: _____

Narrative

We are improving the outer look of our building to increase the beautification of the community. We know by doing the aforementioned projects, we will help to impact the community spiritually, physically, and economically.

We are requesting funds to:

- Resurface parking lot
- Replace old cracking decaying stucco with new EFIS on building
- Replace 2 windows that if broken would allow easy access inside the building.
- Replace sidewalk that has a rough finish and will have a better run-off.
- Replace front doors.
- Replace Awning over front door.
- Restore electricity to sign/light pole on street corner
- Place name of church and crosses on front of building.

GTG



**Gethsemane
The Garden**
1720 Dr. Martin Luther
King, Jr. Drive
San Angelo, Texas 76903

PO Box 1244
San Angelo, Texas
76902

Office 325-655-0777
Home 325-227-8916
Fax 325-223-2777

*W. J. McClendon, II,
Pastor*

Vision

*"To build the House
of God on the solid
foundation
of the Word of God in
order to raise the
people to
Biblical honor in all
areas of life. By
empowering
them to Discover,
develop, and live in
purpose
and destiny."*

TIRZ Program CoverSheet
January 17, 2023

We are submitting our application and seeking North Side TIRZ funding.

We have met the eligibility requirements: Project Criteria, Incentive Types and the qualifying Award Ranking requirements.

We propose that the belighted building improvements will benefit the overall fiscal impact.

We believe the improvements of the non profit buildings will have an economic benefits and positive impact to the community.

It will be visible to the public from the streets. It will beautify the community to draw the public to the area. It will benefit the adjacent businesses in the community for the purpose of tax impact.

The business will benefit from the community improvement.

We respectfully request the TIRZ funding to be approve to benefit the community and revitalize the area.

We respectfully request to waive the 10% matching.

Thank you for your prompt attention to this matter,

Gethsemane MSB

WINDOW★DEPOT^{USA}

505 N. Chadbourne St. • 325-227-6961 • www.windowdepotwtx.com

Jan 8, 2023

Re: Gethsemane Baptist Church – front doors

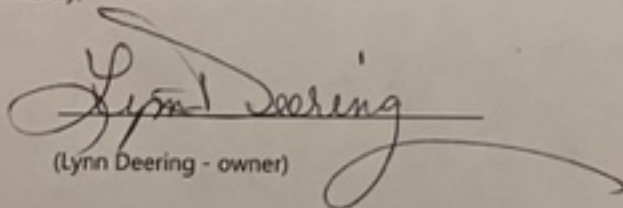
To whom it may concern;

This letter is to express our opinion regarding the need to replace the front doors of the Gethsemane Baptist Church and their application for monetary help from the North TIRZ funds.

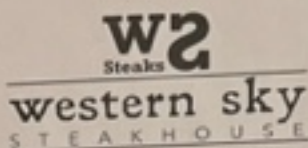
I believe that this improvement will have an impact on the surrounding community because it will help encourage new people to come to the church, enter the neighborhood, and potentially consider opening businesses around. When buildings are taken care of and not run down, people are more likely to want to come into the area. The more buildings look updated, the better that the neighborhood feels, and the more traffic will start to come thru. With the beautiful renovation done to Martin Luther King Dr, it seems ashamed for any of the buildings facing it to be left in dis-repair.

Please consider granting their request.

Sincerely,



(Lynn Deering - owner)



2024 N Chadbourne
San Angelo, Texas 76903
325-374-3756

To Whom it May Concern:

It is our understanding; Pastor Smith is applying for the TIERZ programs with the City of San Angelo. I believe approving the Gethsemane Church for the TIERZ program will help the surrounding business. The church hold meetings during the week and service on Sunday. This will help the businesses that are close to the church.

We fully support The Gethsemane receiving the grant money.

Sincerely,

Yolanda Franco
Western Sky Steak House



"THE GARDEN"
MISSIONARY BAPTIST CHURCH
1720 Martin Luther King, Junior Drive
San Angelo, Texas
Church Office 325.655.0777
Home 325.227.8916
e-mail gtgwjm2015@gmail.com
William J. McClendon Jr. Pastor

January 10, 2023

TIRZ Coversheet

Gethsemane MBC

We are submitting our application and seeking Northside TIRZ funding in hope that we have met the eligibility requirements.

We propose that the building improvements will benefit the overall fiscal impact.

We believe the economic benefits and positive impact of the improvement in beautification of the community for the nonprofit buildings will draw in the public to the area, to benefit the businesses in the community for the purpose of tax impact.

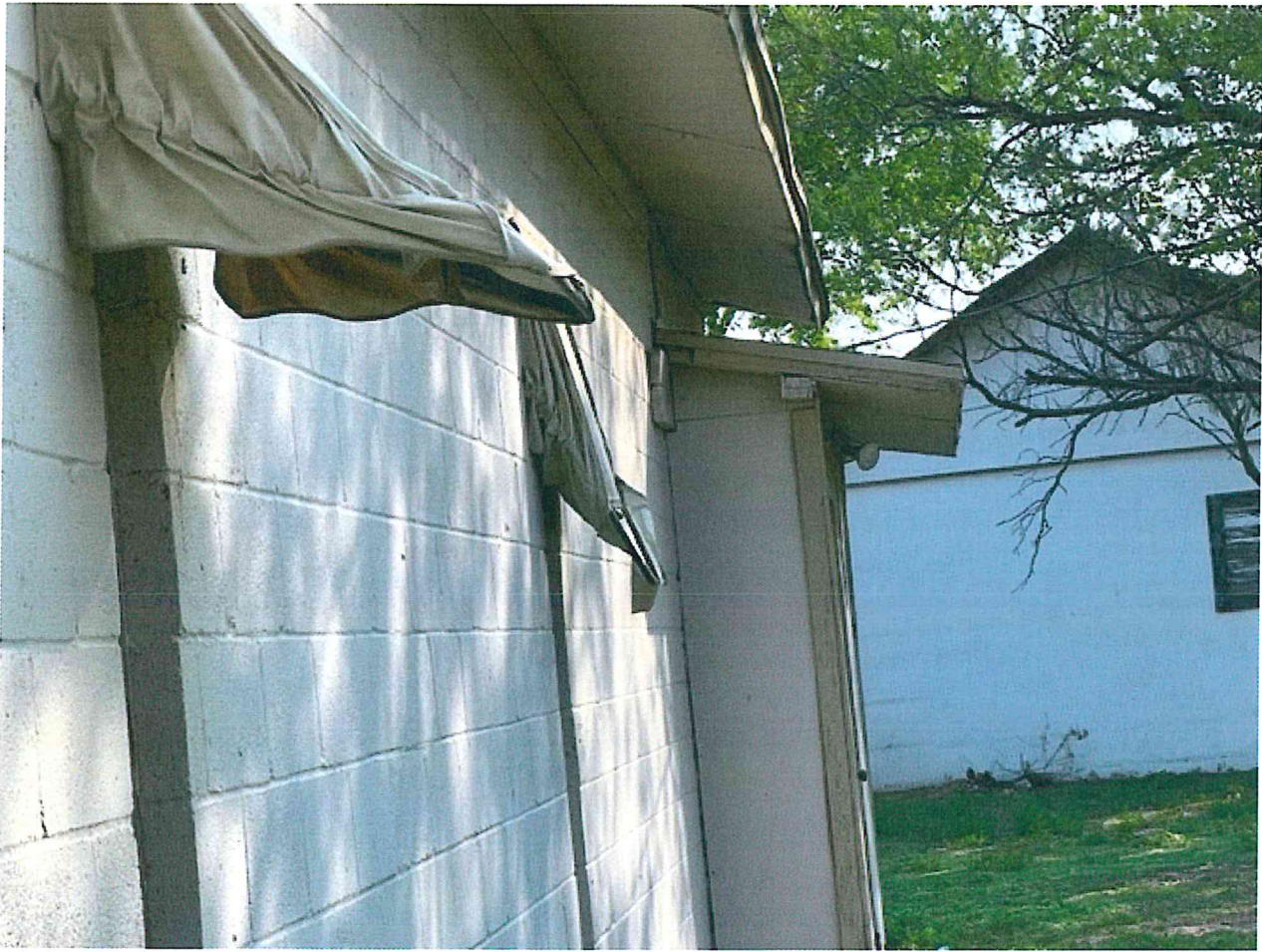
We respectfully request the approval of the TIRZ funding to benefit the community and revitalize and beautify the area that is visible from the public street to bring more people, more public recognition into the area so that the business and community may benefit spiritually, physically, and economically.

Thank you for your prompt attention to this matter,

Gethsemane MBC

Sincerely, Yours In Christ,


REV. WILLIAM J. MCCLENDON II







12/5/22, 9:11 AM

IMG_9830.jpg







REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Consider terminating the Aquatic Plants Specialist agreement between the City of San Angelo and Mr. Kenneth C. Landon for the operation of the International Water Lily Collection (Presentation made by Parks and Recreation Director Carl White)

Staff Recommendation:

Approve

Summary/History:

Staff recommends terminating the Aquatic Plants Specialist agreement between the City of San Angelo and Mr. Kenneth C. Landon for the operation of the International Water Lily Collection.

Mr. Landon passed away on July 14, 2021. Since that time, the Collection has been overseen and operated by Mr. Landon's estate under executor, Mr. Larry Jolly. Mr. Jolly passed away on February 23, 2023. Another executor of Mr. Landon's estate remains, Ms. Jennifer Jackson.

The existing agreement terminates at the end of September, 2024. It is unknown when Mr. Landon's estate will settle. Staff recommends that it is time to terminate the existing agreement and begin again with a new agreement.

Funding Source(s):

Financial Impact:

There is no new fiscal impact related to this item.

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. Agreement Aquatics Specialist Executed May 2018 | Agreement Aquatics Specialist Executed May 2018.pdf |
|--|---|

Presentation:

Carl White

Approvals/Reviews:

Carl White

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

AQUATIC PLANTS SPECIALIST AGREEMENT

The City of San Angelo, a Texas municipal corporation, (hereinafter "**City**"), and Kenneth C. Landon (hereinafter "**Contractor**"), in consideration of the mutual promises expressed in this Agreement, agree as follows:

1. Scope of Services.

Contractor agrees to direct, curate and provide a first class aquatic plant display promoted, sanctioned and certified of the highest merit by the International Water Lilly and Water Gardening Society on an annual basis. The **Contractor** will acquire aquatic plants and be responsible for the maintenance and care of the aquatic collection ("**Collection**"). **Contractor** shall provide the following specific services:

- 1.1 Provide displays of aquatic plants in the seven (7) basins built for such purpose located in U.G. Taylor Park ("**Park**"), more commonly known as the Civic League Park, during May through October of each year. If other basins are added in this location, **Contractor** will provide displays in such additional basins as well. **Contractor** shall have complete responsibility for **Collection** and associated aquatic features. **Contractor** shall be responsible for the safe return of aquatic material on loan to **Contractor** or **City** in conformance with the owner's request.
- 1.2 Provide tools, supplies and equipment necessary for accomplishing tasks.
- 1.3 Plan, assign, direct and coordinate the use of equipment and chemicals in conjunction with the aquatics display.
- 1.4 Propagate aquatic plants, including administering the treatments required to protect and enhance growth.
- 1.5 Assist, prepare, produce and apply soil conditioners, natural and artificial soil mixes and fertilizers in aquatic application.
- 1.6 Plan maintenance schedules so as to coordinate with other Park sections and plan design schedules for planting and plant production schedules.
- 1.7 Propose, design and consult with **City** staff regarding current operations and future development, needs and requirements of the Collection including recommendations for the adjacent garden beds and terraces.
- 1.8 Advise and make recommendations to **City** for infrastructure improvements necessary to maintain aquatic display.
- 1.9 Develop and maintain aquatic plant stock for **City**. Said plant stock shall be developed and conveyed to **City** by **Contractor** with appropriate documentation

upon termination of this Agreement. The plant stock shall be an adequate representative stock of species and hybridized lilies and shall be provided by Contractor in the Civic League Park basins as indicated below and further described in Exhibit "B" (diagram of lily pools):

1.9.1 If **City or Contractor** terminates this Agreement on or after October 1, 2023, **Contractor's** obligation will be to fill, at normal spacing, pools 1, 2, 3, 4, 5, 6 and 7 as represented in Exhibit "B".

1.10 Hire, direct and compensate all personnel, if any, necessary to complete the services required under this Agreement.

1.11 Participate with the City in the selection, training, and approval of a successor for the care and maintenance of the Lily collection.

2. Term.

The term ("**Term**") of this Agreement shall commence on **October 1, 2018**, and continue through **September 30, 2024**, unless terminated by written notice given by either party as provided in Article 8 below.

3. Compensation.

For services satisfactorily performed pursuant to Article 1 above, **City** shall compensate **Contractor** as follows:

One Hundred Two Thousand, Three Hundred Forty-Six and No/100 Dollars (\$102,346.00) per annum, payable in equal monthly installments on or before the fifth day of each month of the Term of this Agreement. This amount shall be adjusted by two and one half percent (2.5%) on the first day of October for each year this Agreement is in force, beginning on October 1, 2018.

4. Independent Contractor.

The parties agree that **Contractor** is a professional person and that this Agreement calls for the performance of services as an independent contractor. **Contractor** is not an agent or employee of **City** and is not entitled to the benefits provided by **City** to its employees, including but not limited to, group insurance, worker's compensation and pension plans.

5. Indemnification and Insurance.

Contractor agrees to indemnify **City**, its councilmembers, officials, agents, guests, invitees, consultants and employees in the manner set forth in Exhibit "A," attached hereto and incorporated herein. **Contractor** further agrees to obtain and maintain throughout the term of this Agreement the insurance policies set forth in Exhibit "A."

6. Miscellaneous

- 6.1 **Contractor** shall work with the **City** Parks and Recreation Director, unless otherwise stated in writing.
- 6.2 **Contractor** shall be referred to as the “Director of Aquatic Collection”.
- 6.3 **City** shall be responsible for the cost of providing, maintaining, repairing and replacing all infrastructure associated with the **Collection**. **City** shall provide water and electricity for basins in Civic League Park and greenhouses designated by the Director of Parks and Recreation and located at the City Parks Operations maintenance facilities.
- 6.4 **City** shall assist **Contractor** with an annual clean out service of the seven (7) basins located at Civic League Park and any additional basins constructed at said Park.
- 6.5 **City** shall assist **Contractor** with securing and delivering a supply of approved soils, not to exceed thirty (30) cubic yards in any one calendar year.
- 6.6 **City** shall provide security for the Park and Collection commensurate with security provided at other city owned parks.
- 6.7 This Agreement shall be an exclusive agreement between **City** and **Contractor** for the authority, discretion, responsibility, and services provided and described herein. In the event the City should contract with another entity for care, development or operation of the Park, the exclusivity, rights, discretion and authority described herein shall be part of any such contract while this Agreement is in effect.
- 6.8 Various materials, equipment, and apparatus located within the greenhouses and required for culturing the plans in question, including but not limited to troughs, aquatic heaters, and the like are the property of the **Contractor**.

7. Amendment.

This agreement shall not be amended or modified other than in a written agreement signed by both parties.

8. Resolution of Disputes.

Contractor and **City** agree that all disputes between **Contractor** and **City's** representative(s) shall be provided to the City Manager or his designee in the City Manager's office for resolution. Any request for resolution should be made in writing and clearly state the disputed issue. The City Manager or designee shall contact the **Contractor** within the thirty (30) days of receipt of **Contractor's** Request and either ask for

additional information or resolve the issue. Any resolution of the issue from the City Manager or the City Manager's representative shall be given either verbally or in writing.

9. Termination.

Either party may terminate this Agreement by giving the other party one hundred eighty (180) days' written notice. Furthermore, this Agreement may be terminated at any time by mutual agreement. This Agreement may be terminated immediately if **Contractor** is found guilty of a criminal offense or is in breach of this Agreement, or if **Contractor** is unable to provide the services required under this Agreement. Upon termination for any reason, **City** shall pay **Contractor** an amount prorated to the date of termination. No further compensation under this Agreement shall be due or owing to **Contractor**.

10. Notice.

Notice to **City** shall be mailed to:

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

Notice to **Contractor** shall be mailed to:

Kenneth Landon
2906 Waco St.
San Angelo, TX 76901

Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the party at the address stated in this Agreement or such other address as may be specified by notice in writing.

11. Force Majeure.

If by any reason of force majeure, such as fire, flood, windstorm, drought or other Act of God, act of war or act of terrorism affecting the **Contractor or City**, **Contractor or City** is reasonably unable to fulfill the obligations under this Agreement, **Contractor or City** shall use reasonable and diligent efforts to rectify the situation to allow **Contractor or City** to continue operations within a reasonable period of time.

12. Controlling Law.

This Agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in any court of competent jurisdiction in Tom Green County, Texas.

13. Severability.

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision(s) shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated, but all other provisions shall continue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on 5/29/2018 | 8:08 AM CDT.

CONTRACTOR

DocuSigned by:
By: Kenneth C. Landon
Kenneth C. Landon
Email: klandonindy@yahoo.com

CITY OF SAN ANGELO

DocuSigned by:
By: Brenda Gunter
Brenda Gunter, Mayor

ATTEST
DocuSigned by:
Bryan Kendrick
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
Daniel Valenzuela
Daniel Valenzuela, City Manager

APPROVED AS TO FORM:

DocuSigned by:
Theresa James
Theresa James, City Attorney

EXHIBIT A
INDEMNIFICATION AND INSURANCE CLAUSES

1 Indemnification.

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

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

2 Insurance.

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

Contract.

- ___2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- ___2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- ___2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees.
- ___2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.
- ___2.1.5 Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage

shall not relieve Contractor of any contractual responsibility or obligation.

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

___ 2.2.1 Commercial General Liability. This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, 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:

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

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

\$500,000.00	Combined Single Limit
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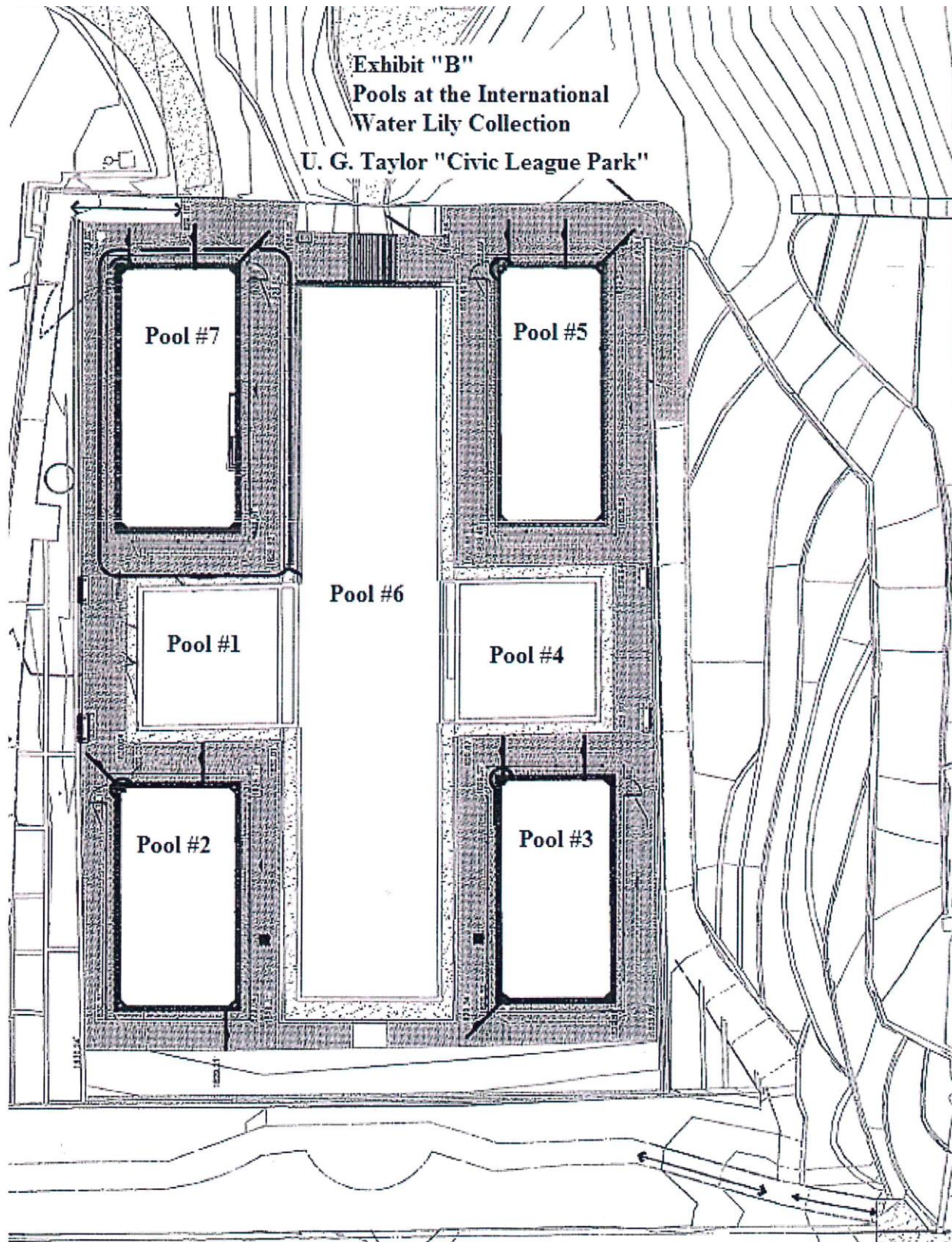
___ 2.2.3 Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims

under applicable state workers' compensation laws and employer's liability. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 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, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to Lessor in accordance with the notice provisions of this Contract.

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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

Consider approving an Aquatic Plants Specialist agreement with Mr. Taylor Chase Twombly for the operation and maintenance of the International Water Lily Collection and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White)

Staff Recommendation:

Approve

Summary/History:

Staff recommends approving a new Aquatic Plants Specialist agreement between the City of San Angelo and Mr. Taylor C. Twombly for the operation of the International Water Lily Collection.

Mr. Landon passed away on July 14, 2021. Since that time, the Collection has been overseen and operated by Mr. Landon's estate under executor, Mr. Larry Jolly. Mr. Jolly passed away on February 23, 2023. Another executor of Mr. Landon's estate remains, Ms. Jennifer Jackson.

Mr. Twombly has nearly 20 years experience working with Mr. Landon in operating the Collection and will soon finish a Master's Degree in Agriculture. Staff has full confidence in Mr. Twombly's knowledge, skills and abilities to operate the Collection to the expected standards.

The basic recommended terms are:

- A 3-year term
- Mutual termination or 90 days notice from either party (as well as termination for not being able to provide the required services)
- Compensation of \$9,500 monthly through fiscal year 2022-2023, the following fiscal year of \$115,798, and following years increased by 2.5% annually.

Funding Source(s):

Financial Impact:

There is no new fiscal impact related to this item.

Other Information/Recommendation:

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Carl White	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance to abandon the approximately 20'x507' (unimproved) alleys in Blocks 39 and 40, Miles Addition, between 4th and 5th St. and N. Oakes, N. Magdalen and Pecan St. (Presentation made by Planning & Development Services Director Jon James)

Staff Recommendation:

Adopt

Summary/History:

The applicant has requested the abandonment of all public alleys within Blocks 39 & 40 of the Miles Addition. The applicant owns most of the property within both blocks. The State of Texas, on behalf of the railroad, owns the rest of the property, except for a sign site. The applicant's properties currently have no structures. In neither block has the alley been identified as "improved" even with caliche. The existing railroad tracks are well north of the alley property. By abandoning the alleys, it would allow the applicant to consolidate the unused property and offer it for development.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

At their February 20, 2023 regular meeting the Planning Commission voted to recommend approval of the application to abandon the two alleys in Blocks 39 & 40 of Miles Addition by a 7-0 vote.

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Staff Report | Staff Report.pdf |
| 2. Ordinance Alley-Abandonment | Ordinance Alley-Abandonment.pdf |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey
Zachary Rainbow
Jon James
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval

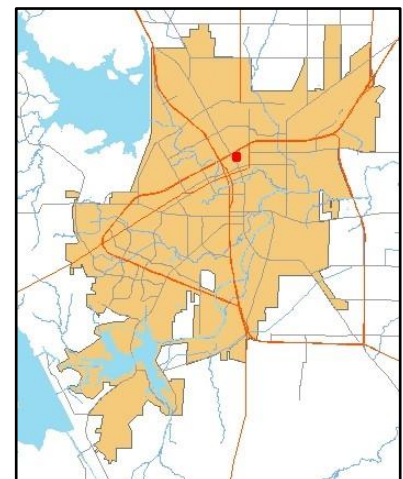
CITY COUNCIL – March 21, 2023

STAFF REPORT

City Council 2nd reading April 4th, 2023



APPLICATION TYPE:		CASE:	
Alley Right-of-way Abandonment		Miles Addition, Blocks 39 & 40 Alley Abandonment	
SYNOPSIS:			
The applicant has requested the abandonment of all public alleys within Blocks 39 & 40 of the Miles Addition. The applicant owns most of the property within both blocks. The State of Texas on behalf of the railroad owns the rest of the property, except for a sign site. The applicant's property currently has no structures on the property. In neither block has the alley been identified even with caleche. The existing railroad tracks are well north of the alley property. By abandoning the alleys, it would allow Mr. Pflueger to consolidate the unused property and offer it for development.			
LOCATION:		LEGAL DESCRIPTION:	
Miles Addition Blocks 39 and 40, between 4 th and 5 th Streets and N. Oakes Street and N. Magdalen Street and Pecan Street		Being all public alleys located within Blocks 39 & 40, Miles Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #3 – Harry Thomas Downtown Neighborhood	ML – Light Manufacturing	Downtown	0.232 acres (10,140 sq. ft.)
THOROUGHFARE PLAN:			
Alleys were approved as part of the Miles Addition, filed for record March 10, 1887 with the Tom Green County Clerk.			
NOTIFICATIONS:			
37 notifications mailed on February 1, 2023. One received in support and one in opposition.			
RECOMMENDATION:			
Staff recommends APPROVAL of the Alley Right-of-Way Abandonment request, subject to Three Conditions of Approval . At their February 20, 2023 meeting the Planning Commission voted unanimously to recommend APPROVAL . 7-0			
PROPERTY OWNER/PETITIONER:			
Lee Pfluger – Southwest Orient Properties			
STAFF CONTACT:			
Sherry Bailey Senior Planner (325) 657-4210, Ext. 1546 sherry.bailey@cosatx.us			



Additional Information:

City Staff circulated all relevant municipal departments, as well as public and private utility companies. There are no existing City services within the alley area to be abandoned. City departments expressed their support for the alley abandonment subject to conditions of approval. There were no other responses.

Rationale:

Planning Staff reviewed all relevant history, ordinances, policies, and conducted a site visit to the property on February 12, 2023, to determine the appropriateness of abandoning this public alley right-of-way.

- *Traffic patterns:* Planning Staff believes that existing or anticipated traffic patterns would not be negatively affected if the alley was abandoned and sold to adjacent landowners. A site visit confirms that the alley is non-existent.
- *Utilities:* There are no existing City utilities in the alley. Water and sewer lines are in the streets adjacent to the property.
- *Community Impact:* The Planning staff has sent adjacent owners public notice of the meeting. There have been no responses to date. As a condition of approval, Planning Staff recommends that all abutting owners comply with the abandonment requirements within 24 months of approval.
- *Public Benefit:* The Planning Division recommends approval only for an entire alley to “allow that space to be more effectively integrated with adjoining private property owners, in a way which would enhance the long-term upkeep and appearance of this space. Closing the entire alley would benefit all owners and not only one or a few.
- *The State owns the land adjacent to the north on which the railroad has tracks that still service the railroad.* The abandonment of the alleys would not affect the existing tracks. Only the north railroad track line is still in existence, which is well out of the area to be abandoned.

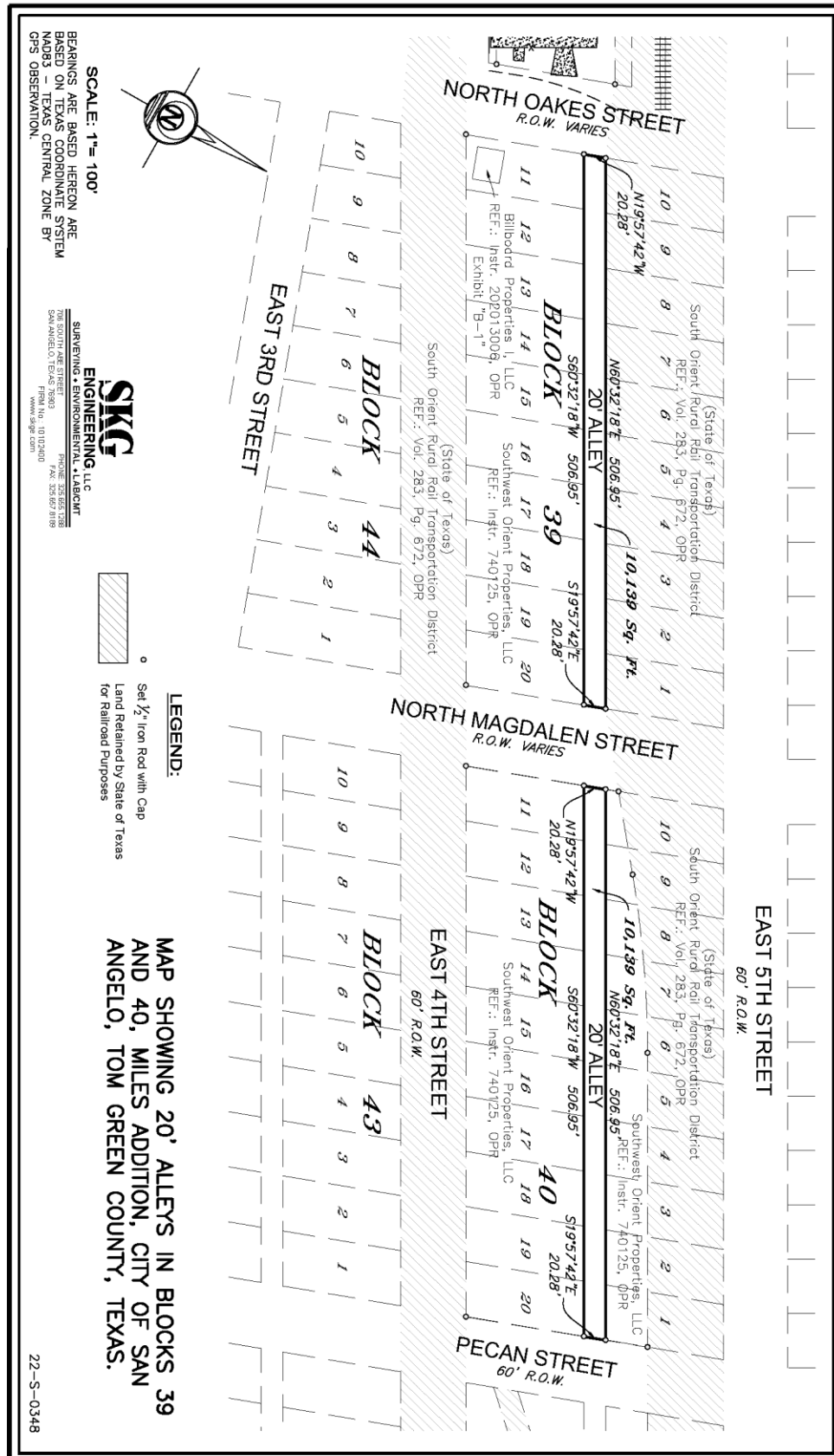
Recommendation:

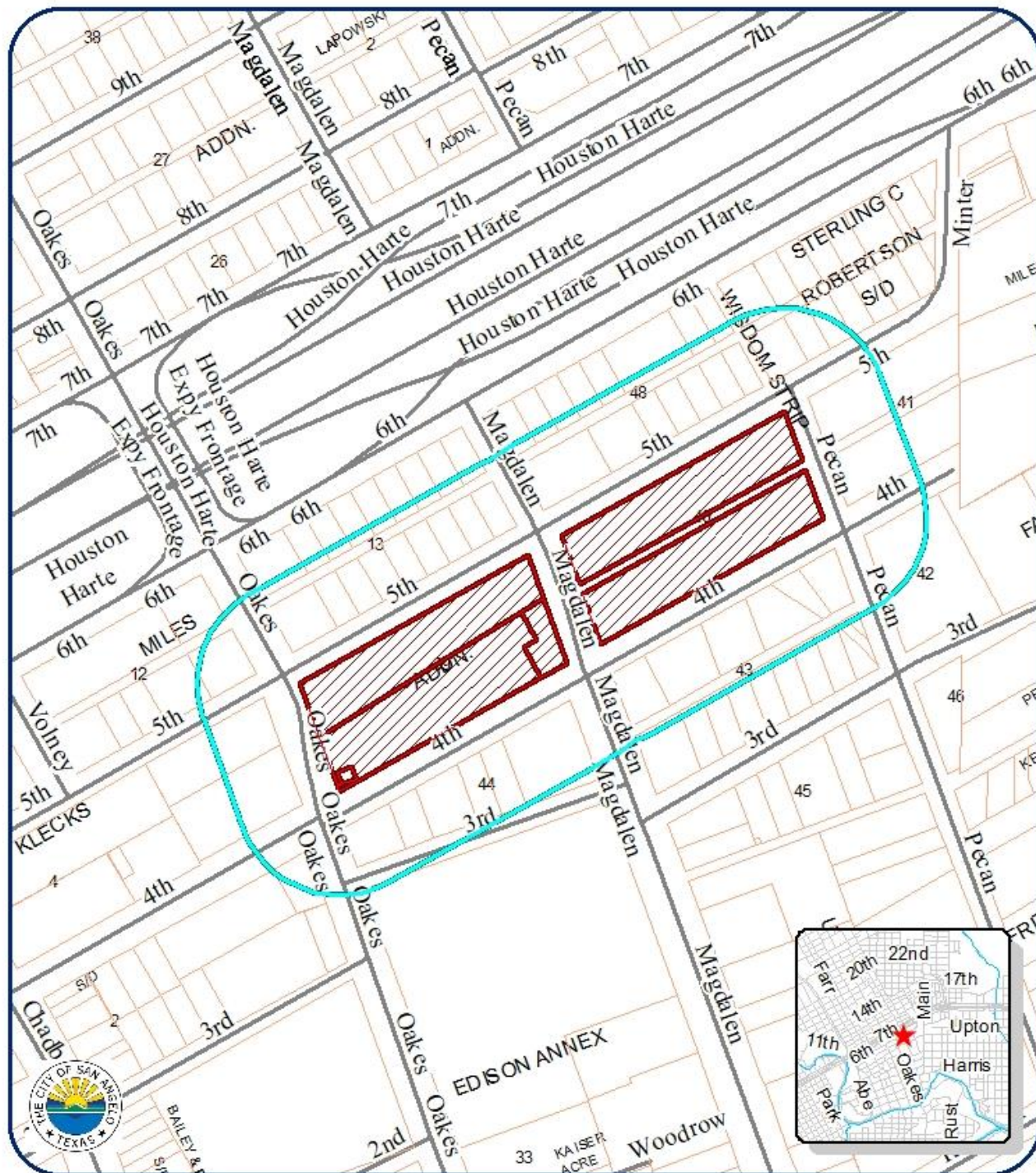
Staff recommends and **PLANNING COMMISSION** recommends **APPROVAL** of the proposed abandonment and vacation of all public alleys within Blocks 39 & 40 of the Miles Addition, **subject to three conditions of approval:**

1. Per the Code of Ordinances, Section A9.008, payment per the assessment formula outlined in the fee schedule shall be remitted for all of the abandoned alley right-of-way, should the vacation and abandonment be approved.
2. Verification of the recordation of deed(s) officially abandoning the City's claim to the entirety of the abandoned alley(s) shall be provided.
3. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all Land Development and Subdivision Ordinance requirements within 24 months of City Council's decision.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Alley Abandonment Exhibit
Photos
Application
Resident Letter





Miles Add. Blk. 39 & 40

Alley abandonment - 200' Notification Map

Council District: #3 Harry Thomas

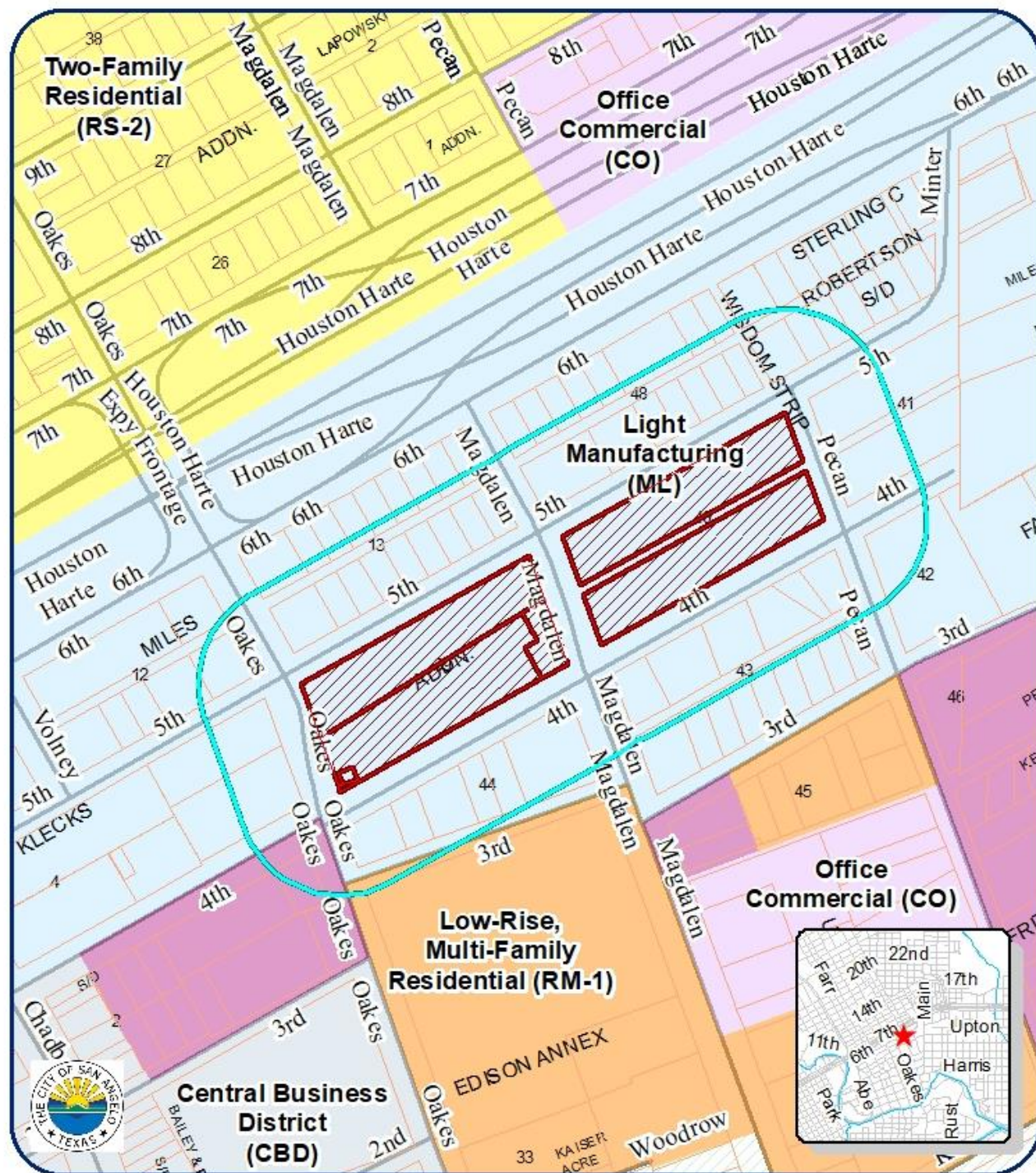
Neighborhood: Downtown

Scale: 0.01 0.025 0.05 0.075 0.1
 Miles

Subject Properties: —

Notified Properties - 200': —





Miles Add. Blk. 39 & 40 Alley abandonment - Zoning Map

Council District: #3 Harry Thoomas
 Neighborhood: Downtown

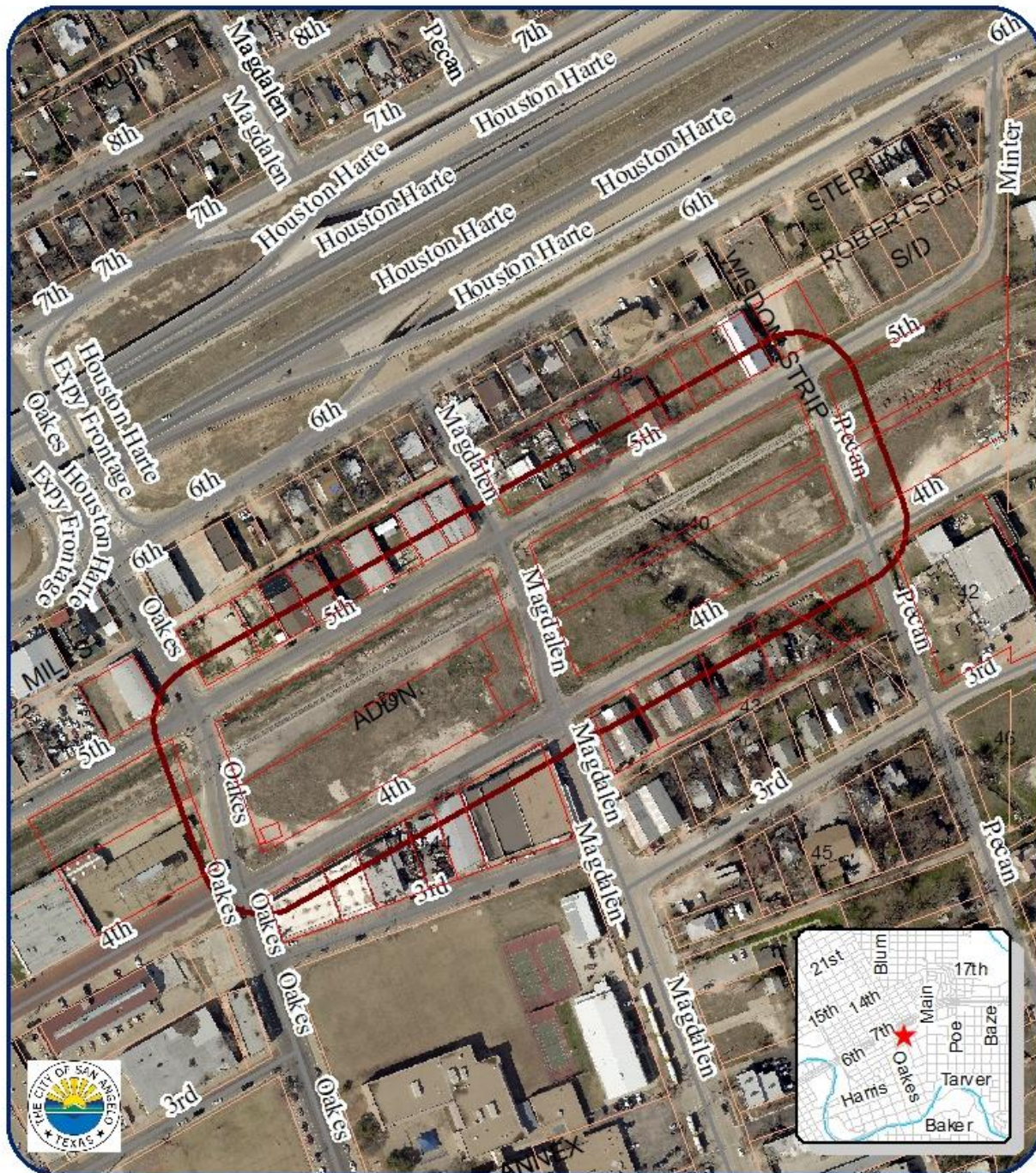
Scale: 0.0125 0.05 0.075 0.1
 Miles

Subject Properties:

Notified Properties - 200':

N





Miles Add. Blk. 39 & 40
Alley abandonment - Aerial view

Council District: #3 Harry Thoomas

Neighborhood: Downtown

Scale: 0 0.01 0.02 0.04 0.06 0.08
Miles

Subject Properties:



N



AN ORDINANCE PROVIDING FOR ABANDONMENT AND VACATION OF TWO ALLEY RIGHTS-OF-WAY COMPRISING APPROXIMATELY 0.232 ACRES (10,140 SQUARE FEET) WITHIN BLOCKS 39 AND 40 OF THE MILES ADDITION; LOCATED BETWEEN 4TH AND 5TH STREETS AND NORTH OAKES STREET, NORTH MAGDALEN STREET, AND PECAN STREET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, Texas, acting pursuant to law, is of the opinion that the public alley right-of-way within Blocks 39 and 40 of the Miles Addition, Tom Green County, Texas, is no longer needed for public use and therefore deems it advisable to abandon a said alley right-of-way; and,

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

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

SECTION 1: The public alley rights-of-way located in the City of San Angelo, comprising of approximately 0.232 acres (10,140 square feet) of alley right-of-way within Blocks 39 and 40 of the Miles Addition, Tom Green County, Texas, more particularly described and depicted in **Exhibit “A,”** attached hereto and made a part hereof for all purposes, be and the same is hereby vacated, abandoned and closed insofar as the right, title and easement of the public are concerned, subject to the conditions and restrictions herein set forth.

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

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

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

- a) Per Land Development and Subdivision Ordinance, Chapter 1.V, submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance, within 36 months of City Council's decision.
- b) Per the Schedule of Fees and Charges adopted by City Council Resolution 2019-135, dated October 15, 2019, as amended, payment shall be remitted, per the assessment formula, for all of the abandoned alley rights-of-way.
- c) Rights-of-way of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned alley(s).

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

SECTION 6: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Manager or Mayor of the City of San Angelo is hereby authorized to execute and deliver quit claim deeds conveying the subject tracts of abandoned right-of-way described and depicted in **Exhibit "A,"** to the owners of the designated abutting properties.

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

INTRODUCED on the **21st day of March, 2023**, and finally PASSED, APPROVED, AND ADOPTED on this the **4th day of April, 2023**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

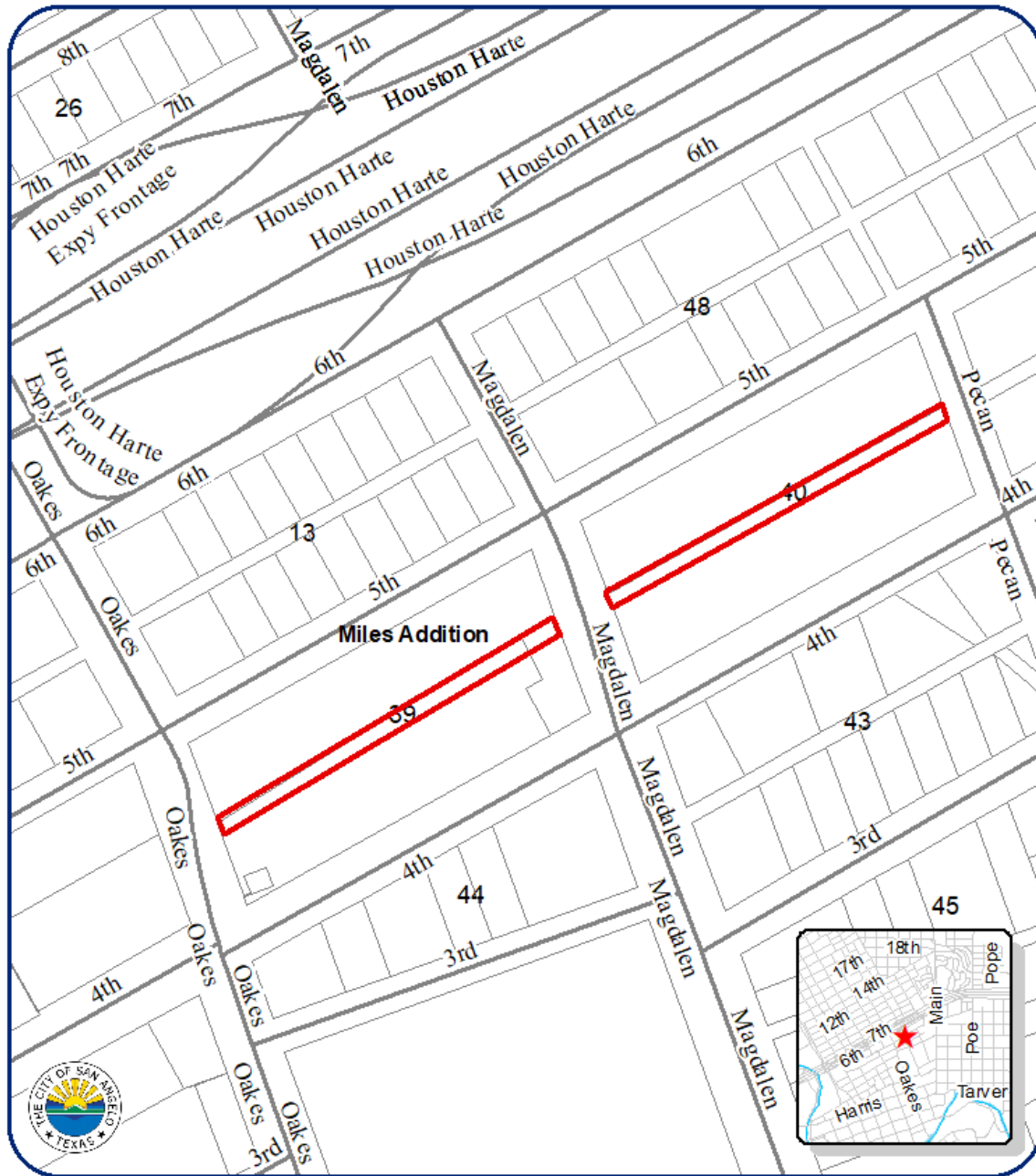
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Miles Add. Blk. 39 & 40

Alley abandonment

Council District: #3 Harry Thomas

Neighborhood: Downtown

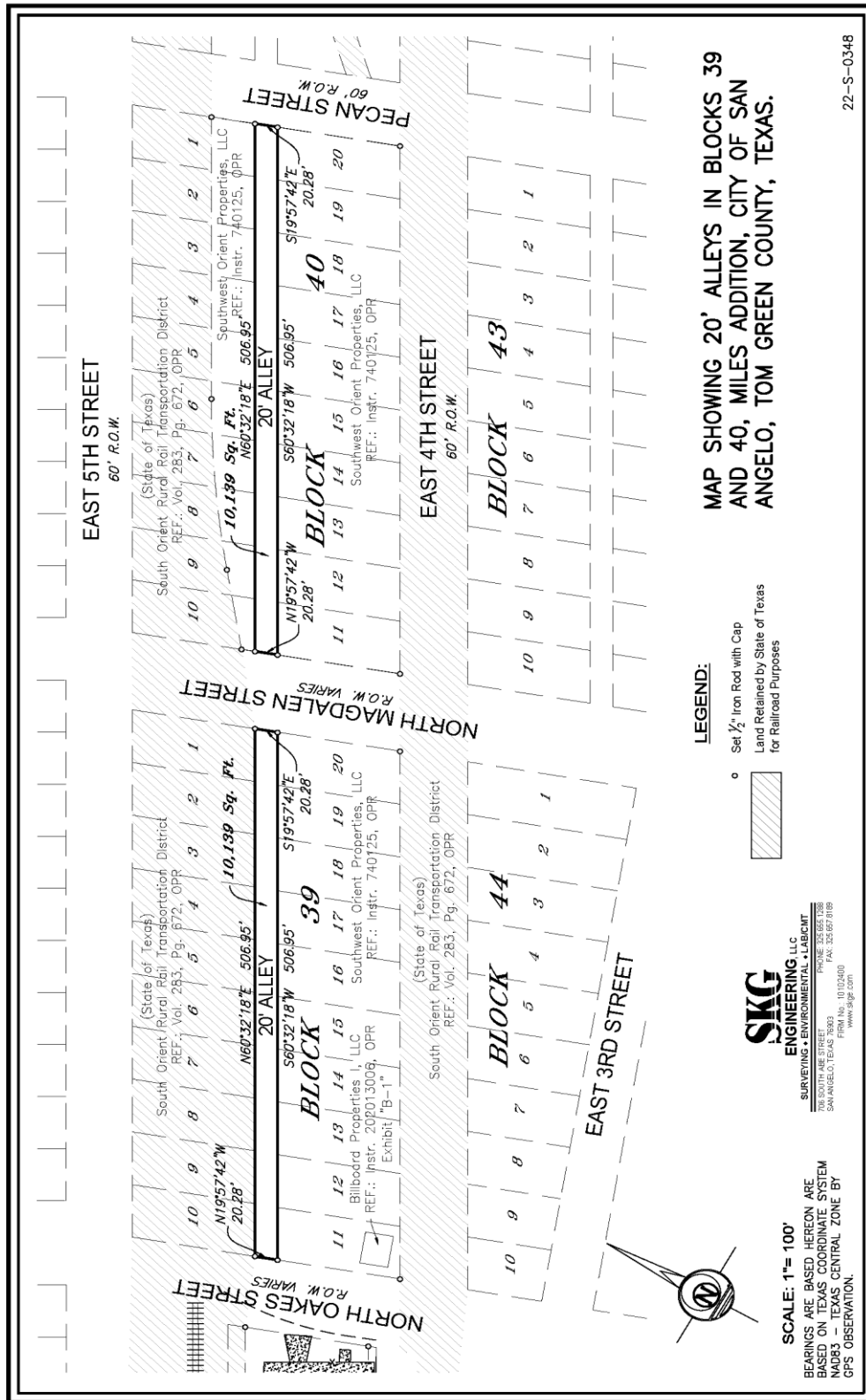
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Miles

Subject Properties:



N





REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2023

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance to rezone properties from the Light Manufacturing zoning district to the General Commercial zoning district, being 0.951 acres, located at the northeast intersection of W. 4th St. and N. Bryant, and addressed as 402 N. Bryant (Presentation made by Planning & Development Services Director Jon James)

Staff Recommendation:

Adopt

Summary/History:

The representative for the owner of the property at 402 N Bryant Blvd. has submitted a request to the Planning Staff for a rezoning from Light Manufacturing (ML) to General Commercial (CG). In this area, there is a mix of commercial uses and businesses. The applicant indicates that the property to the south is a drive-through burrito restaurant with a very similar use. The existing Vision Plan identifies this area as Downtown/Commercial. The rezoning to CG- is in keeping with the future land use. The Central Business District (CBD) extends to N Bryant Blvd. and 3rd St., General Commercial is between W. 3rd St. and W. 4th St. Extending General Commercial along N. Bryant Blvd. is a reasonable extension of the commercial zoning expected along a highly traveled state highway.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission voted at their February 20, 2023 meeting to recommend the rezoning from ML to CG unanimously, 7-0.

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | Staff Report | Staff Report.pdf |
| 2. | Ordinance Z23-02 | Ordinance Z23-02.pdf |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey

Zachary Rainbow

Jon James

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



CITY COUNCIL – March 21, 2023

STAFF REPORT - Z23-02

City Council 2nd reading: April 4, 2023

APPLICATION TYPE:		CASES:	
Rezoning		Z23-02: 402 N Bryant Blvd.	
SYNOPSIS:			
The representative for the owner of the property 402 N Bryant Blvd. (has submitted a request to the Planning Staff for a rezoning from Light Manufacturing (ML) to General Commercial (CG). In this area, there is a mix of commercial uses and businesses. The applicant indicates that the property to the south is a drive-through burrito restaurant with a very similar use. The existing Vision Plan identifies this area as Commercial. The rezoning to CG- is in keeping with the future land use. The Central Business District (CBD) extends to N Bryant Blvd., and 3 rd St. General Commercial is between W. 3 rd St. and W. 4 th St. Extending General Commercial along N. Bryant Blvd. is a reasonable extension of the commercial zoning expected along a highly traveled state highway.			
LOCATION:		LEGAL DESCRIPTION:	
Northwest of the intersection of W.4 th St. and N Bryant Blvd.		MILES ADDITION Lot 1, being a replat of Block L	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Downtown Neighborhood	Light Manufacturing (ML)	Commercial	0.951
NOTIFICATIONS:			
17 notifications for Z23-02 were mailed within a 200-foot radius on January 30, 2023. No responses in favor or against have been received.			
RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Light Manufacturing (ML) to General Commercial (CG) for the property located at 402 N Bryant Blvd. and in Miles Addition, Lot 1 being a replat of Block L; northeast corner of W. 4 th St. and N. Bryant Blvd. At their February 21, 2023, PLANNING COMMISSION voted unanimously to recommend APPROVAL . 7-0			
PROPERTY OWNER/PETITIONER:			
Applicants: Michael Allen and Patricia Trtee Representative: Russell Gulley - SKG			
STAFF CONTACT:			
Sherry L Bailey Senior Planner (325) 657-4210, Extension 1546 Sherry.bailey@cosatx.us			



Additional Information: Staff met with the applicant's representative concerning the proposed rezoning and the accompanying development meeting. The owner would like to develop a drive-through Coffee Café with small food items on one side of the new structure and an express oil change facility on the other side of the structure. This type of combined-use facility has a long successful history in other communities. The applicant is familiar with that approach and is anticipating similar success with this site. The existing Medical office facility will be demolished and a new structure built in its place.

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 Comprehensive Plan identifies this area as Commercial. Given the existing mix of uses, the proposal is in keeping with that use.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed rezoning will not conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As noted above, the properties in this area are a mix of uses. In surveying the area, the one thing that all uses have in common is they are all smaller in scale. As such, they complement the area and the various uses.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This area is constantly changing. That is part of what keeps it a vital alive area.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Staff believes that this type of use has a history of success. Quick, concise, meeting multiple needs in one place seems to be filling a need. This project is consistent with that business type.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The property in question is well suited for the proposed project and will meet the development needs.

Recommendation:

Staff recommends **APPROVAL** of a rezoning from the Light Manufacturing (ML) to General Commercial (CG) for the property located at 402 N Bryant Blvd. and in Miles Addition, Lot 1 being a replat of Block L; northeast corner of W. 4th St. and N. Bryant Blvd.

At their February 21, 2023, meeting **PLANNING COMMISSION** voted to recommend **APPROVAL**, 7-0.

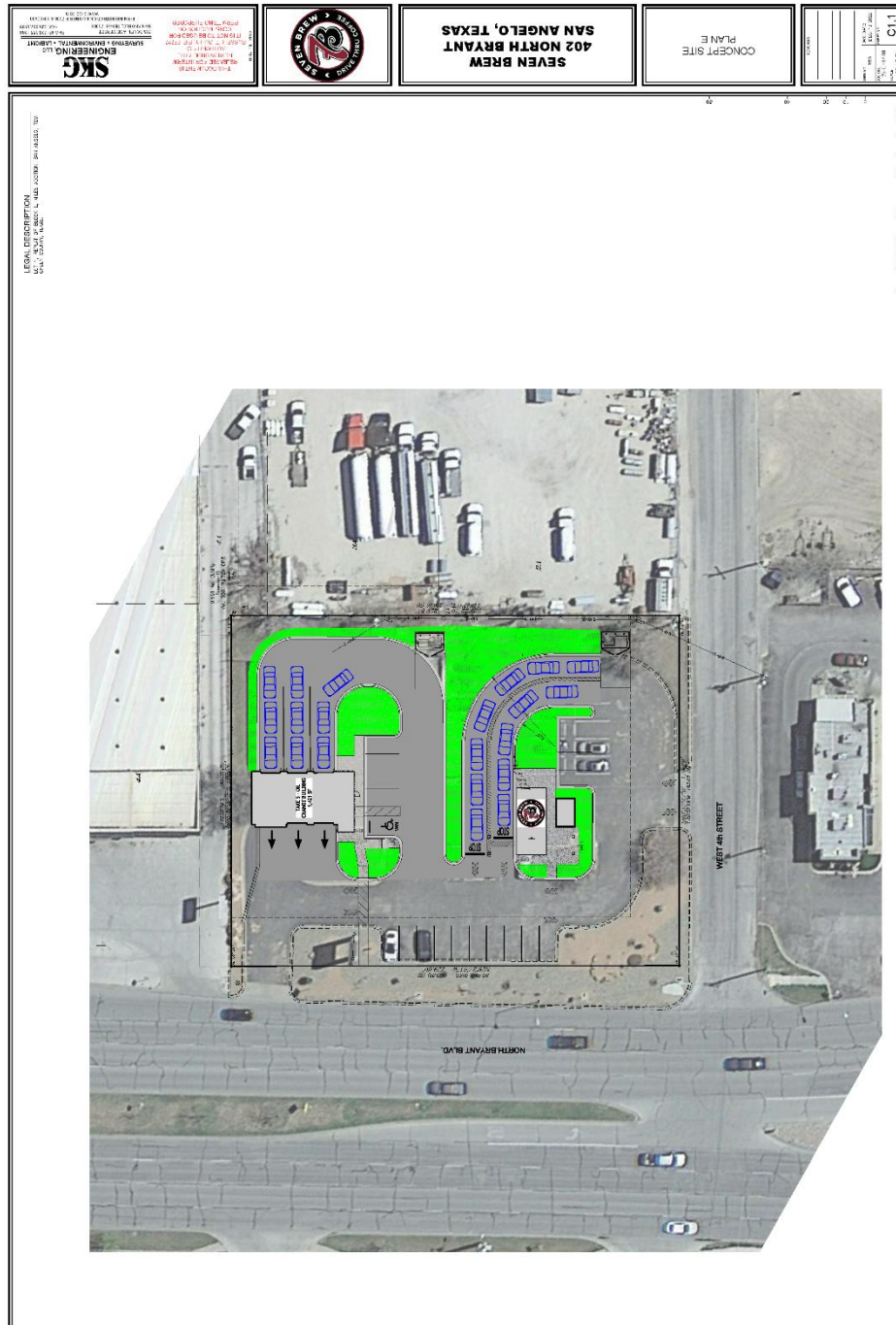
Attachments:

Site Photos

Aerial/Notification Map

Zoning Map

Future Land Use Map



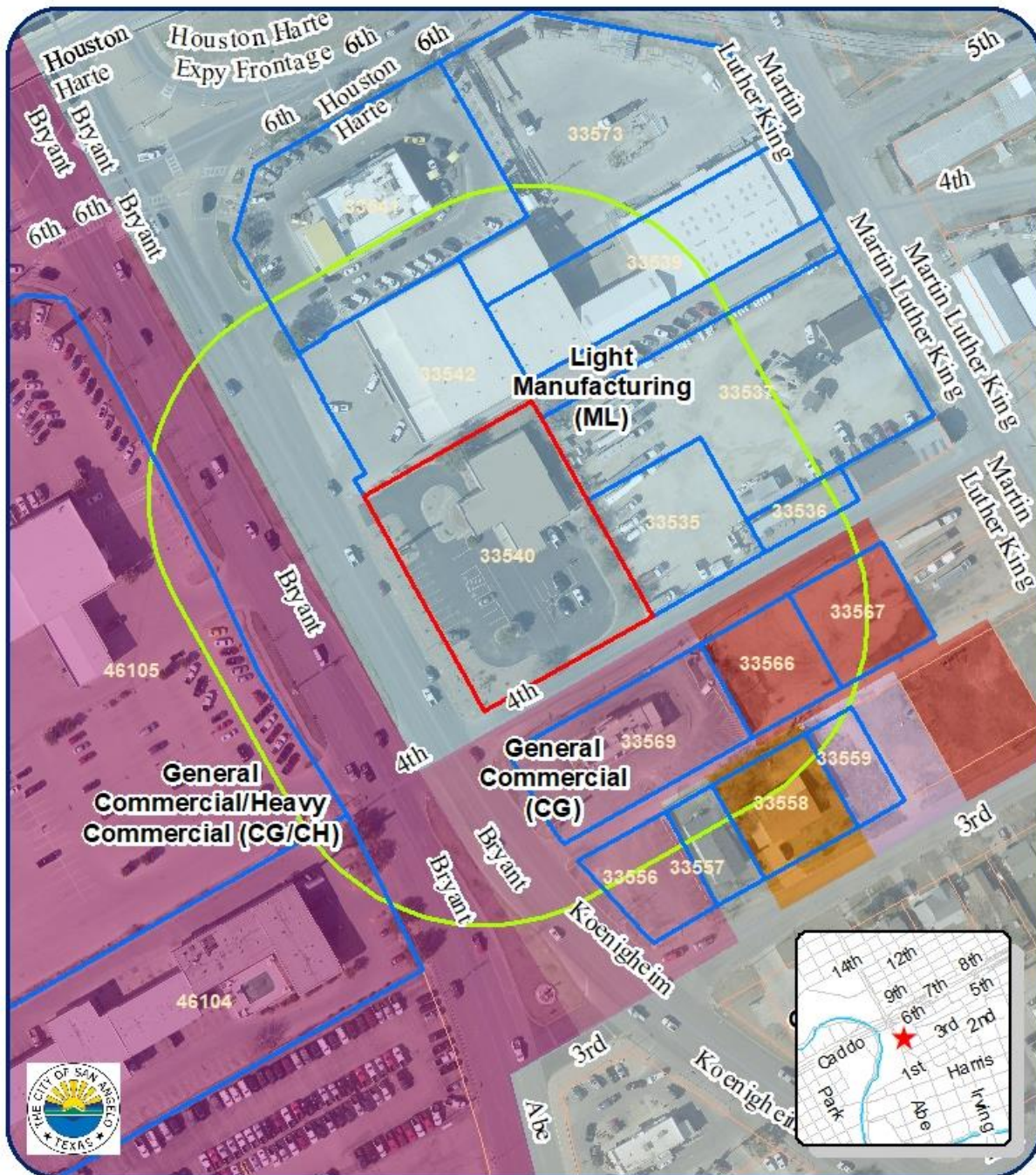
CONCEPT PLAN



Drive-thru restaurant across the street from this property.



Proposed site.



Zoning Map Z23-02 402 N Bryant Blvd

Council District: #3 Harry Thomas

Neighborhood: Downtown

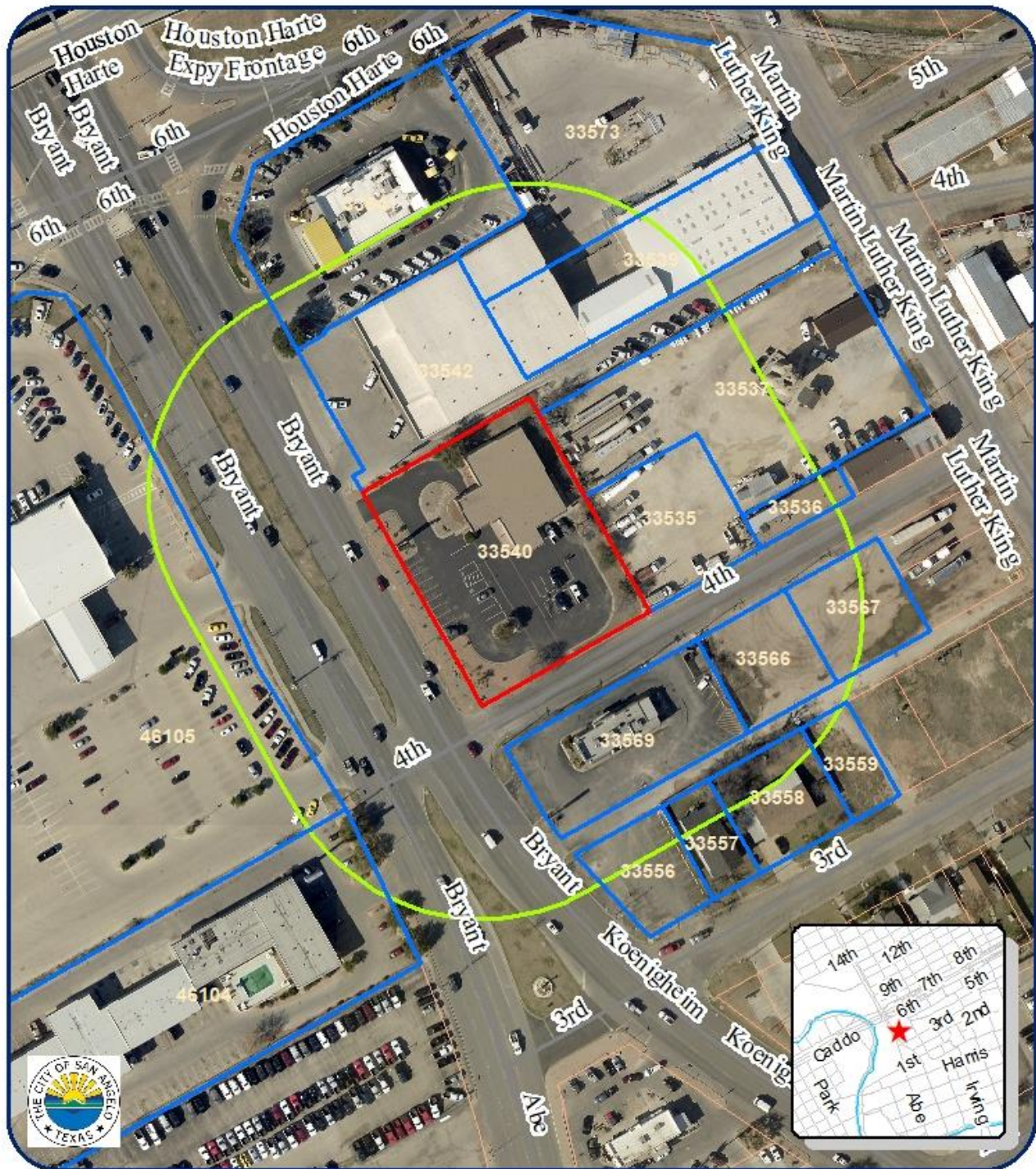
Scale: 0.00 0.01 0.02 0.03 0.04
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





200' Notification Map
Z23-02 402 N Bryant Blvd

Council District: #3 Harry Thomas
 Neighborhood: Downtown

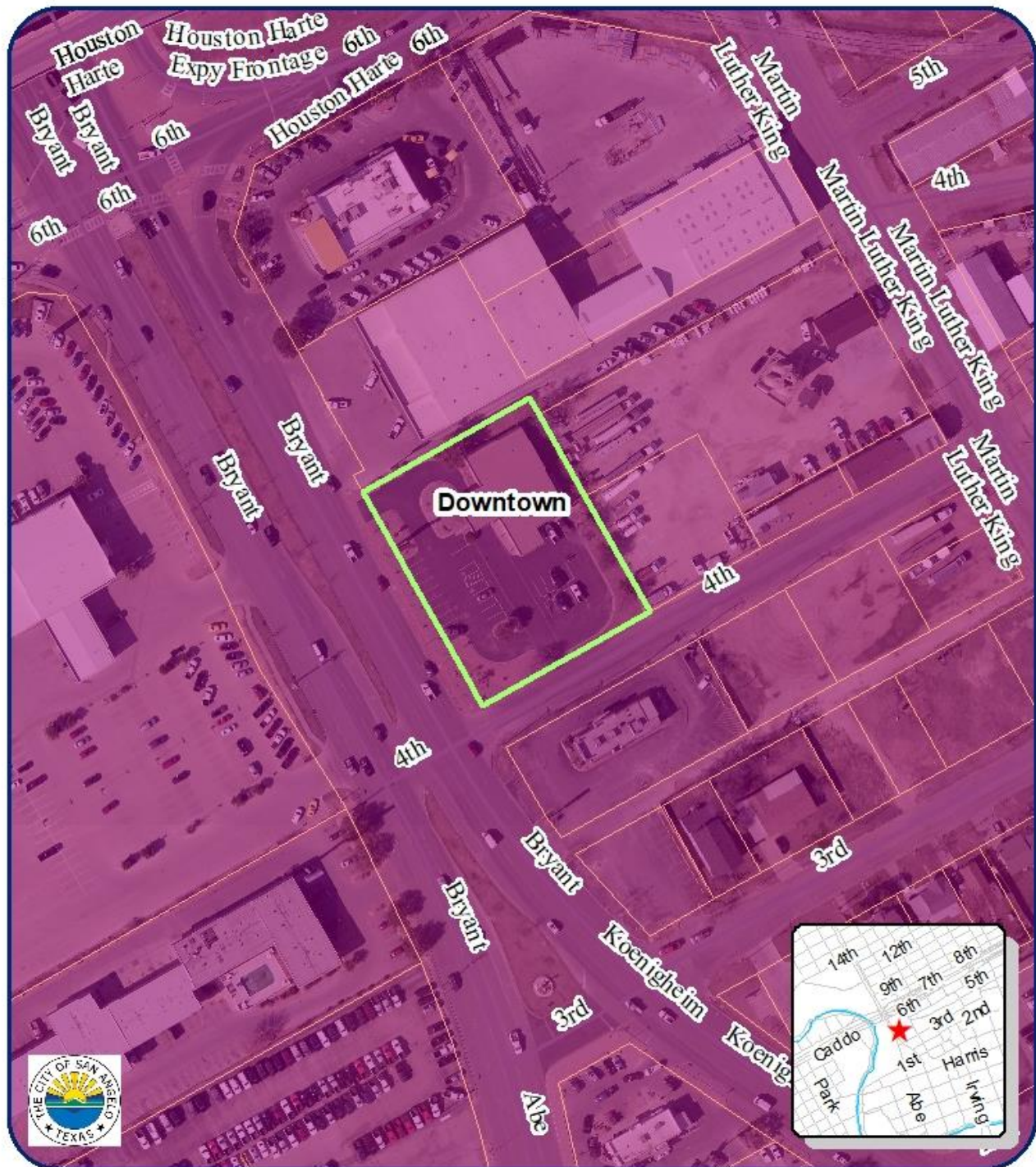
Scale: 0.00 0.01 0.02 0.03 0.04
 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





Future Land Use - Commercial-Downtown

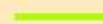
Z23-02 402 N Bryant Blvd

Council District: #3 Harry Thomas

Neighborhood: Downtown

Scale: 0.000501 0.02 0.03 0.04
Miles

Subject Properties:



N



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 0.951 ACRES LOCATED AT 402 NORTH BRYANT BOULEVARD, (LOT 1, BEING A REPLAT OF BLOCK L, MILES ADDITION);** FROM THE LIGHT MANUFACTURING ZONING DISTRICT (ML) TO THE GENERAL COMMERCIAL ZONING DISTRICT (CG); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-02: 402 N. BRYANT BLVD.

WHEREAS, on the 20th day of February, 2023, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial (CG) Zoning District; and,

WHEREAS, on the 21st day of March, 2023, City Council held a public hearing on Z23-02, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned GENERAL COMMERCIAL (CG) ZONING DISTRICT;

The real property generally located 402 N. Bryant Blvd., described as Lot 1, being a replat of Block L, MILES ADDITION; being 0.951 acres, City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance

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 herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **21st day of March, 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **4th day of April, 2023**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

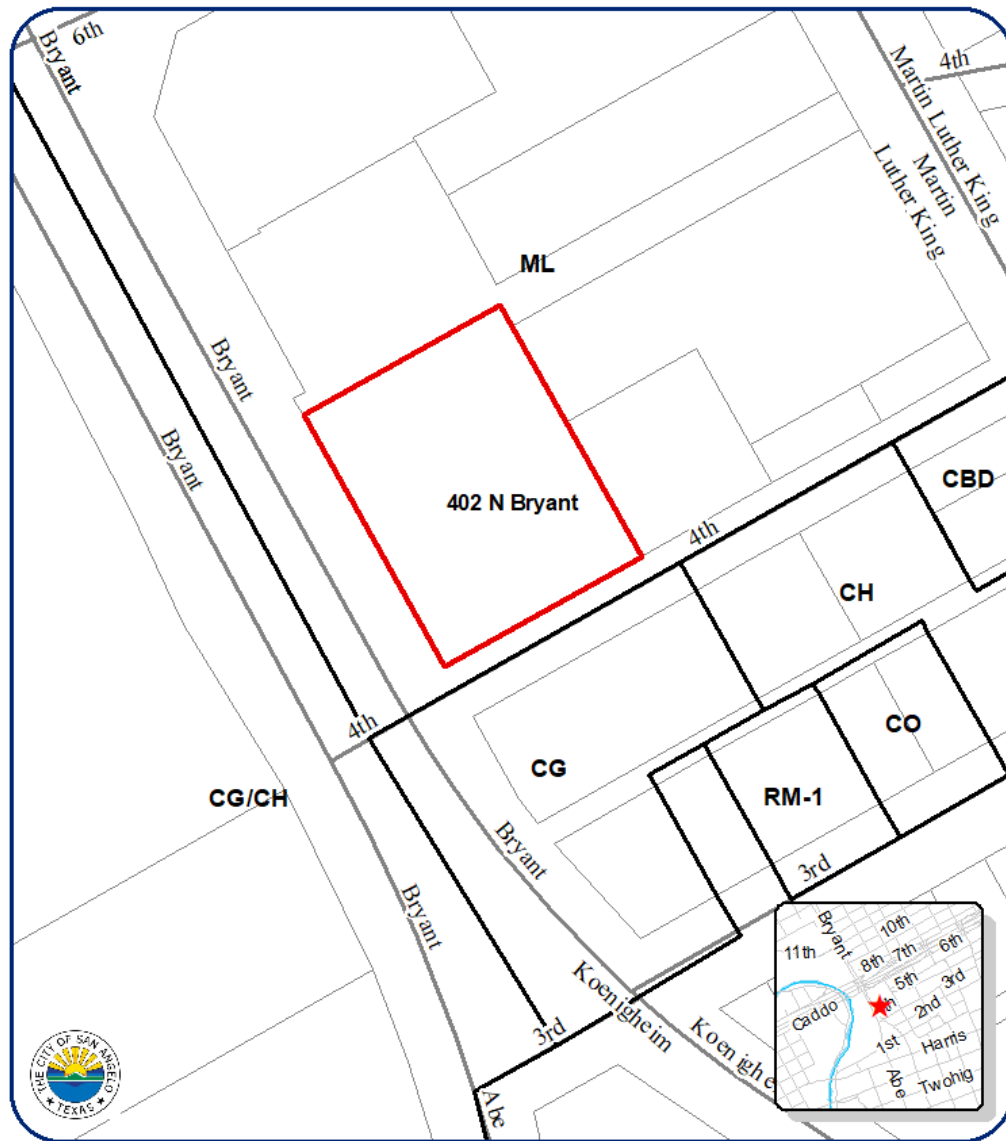
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A"



Z23-02 402 N Bryant Blvd

Council District: #3 Harry Thomas

Neighborhood: Downtown

Scale: 0.0008 0.01 0.02 0.03 0.04 Miles

Subject Properties:



N



NOTE: This application is a public record.

Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: penny roberts

Address: [REDACTED]

ZIP code: 76902

Home/mobile phone: [REDACTED]

Office/mobile phone: [REDACTED]

Resident of San Angelo since: (year) 1982

City Council Single-member 1

District in which you reside:

Registered San Angelo voter? (yes or no) yes

Occupation/business affiliation: retired judge

Occupation/business [REDACTED]

address: [REDACTED]

Title/position: Judge

Email: [REDACTED]

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

2/27/23

4. Applying for:

(o) Fort Concho Museum Board

5. Recommended by:

(Name): karen Hesse Smith

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version of the application/Board Ordinance on our website?](#)

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

University of Texas Austin 1972-1974

Angelo State University 1984-1986

Baylor Law School JD 1989

Current municipal and civic organization memberships (positions and dates):

None currently, however I am:

Past Chair, Texas Association of County Court at Law Judges

Past Chair, Judicial Section, State Bar of Texas

Past Chair, Fellows of the Texas Bar Foundation

served on the Christmas at Old Fort Concho Planning Committee in year 1983,84 and 85

Served as a committee chair on Fiesta Del Concho 1986

*as a sitting judge, we were not allowed to serve on various boards because of potential conflicts, so there is a gap in years of service.

Previous municipal experience (positions, dates, where):

none

What personal qualifications can you bring to the board?

I have a love of history about San Angelo and the surrounding area. My great grandmother, grandparents, and my mother were all native to San Angelo and I have always had a great interest in Fort Concho and the wonderful stories about the Fort and its many uses over the years.

What is your personal vision for the City?

Steady growth in business opportunities

low crime

good education opportunities in elementary and secondary education

middle management opportunities so our families can continue to stay and raise their families after they complete their education or training in our community

Why do you want to serve on this board?

Have always wanted to continue my volunteer opportunities with the Fort.

Is there anything else you would like to share about yourself?

Retired judge after 27 years on the bench

former prosecutor 4 years in Tom Green County

Two fabulous daughters and 2 wonderful son-in-laws and 6 grandchildren

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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NOTE: This application is a public record.

Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Emily Jane Cowen
Address: [REDACTED]
ZIP code: 76901
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since: (year) 2021
City Council Single-member 5
District in which you reside:
Registered San Angelo voter? (yes or no) Yes
Occupation/business affiliation: Self employed/Stay-at-home mother
Occupation/business address: [REDACTED]
Title/position: Self employed/Staty-at-home mother
Email: Not answered

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

3/12/2023

4. Applying for:

(o) Parks and Recreation Advisory Board

5. Recommended by:

(Name): Not answered

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version of the application/Board Ordinance on our website?](#)

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

Bachelor of Arts in Communication-Texas A&M University Class of 2007

Certified Teacher in Texas: 4-12 English Language Arts; 8-12 Marketing; 8-12 Speech

Current homeschool parent/teacher

Part-time faculty member of Emmanuel Episcopal School of Fine Arts

Current municipal and civic organization memberships (positions and dates):

N/A

Previous municipal experience (positions, dates, where):

N/A

What personal qualifications can you bring to the board?

I formerly served as the founder and president of a neighborhood advocacy organization in College Station, Texas, which included work on various projects related to our neighborhood park.

What is your personal vision for the City?

My vision is for San Angelo to continually evolve as a sustainable community, maintaining a balance and healthy relationship with the natural landscape and surrounding rural agriculture areas, while resisting the temptation to simply keep growing larger and larger for growth's sake. My hope is for San Angelo to remain a liveable and workable city for a diverse group of people who feel a genuine sense of connection to the neighborhood in which they live as well as a desire to care for their community as a whole.

Why do you want to serve on this board?

I want to serve on this board because the formation of and proper development/enhancement of natural areas and green space are vital for creating and maintaining a liveable and workable city for a diverse group of people who feel a sense of connection to their neighborhood and community.

Is there anything else you would like to share about yourself?

No

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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