



City Council Agenda 10/17/2023

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held October 17, 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 October 22 - 28, 2023 as EnPleinAirTexas Week
- b. Proclamation of October 23 - 31, 2023 as Red Ribbon Week
- c. Proclamation of October 2023 as Energy Efficiency Month

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the October 3, 2023 City Council regular meeting minutes (Heather Stastny)
- b. Consider authorizing the sale of 3338 Jaycee Road, Lots 2 & 3, Block 1 to the current lease holder for the appraised value, and authorizing the City Manager to negotiate and execute all related documents (\$187,000) (Sarah Tackett-Torres)
- c. Consider approving Change Order #3 to BuyBoard Contract #635-21 with Insituform Technologies, LLC for the A&M Waterline Pipe Bursting Project in the amount of (\$113,223.20) and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Consider approving Change Order #3 to RFB ES-01-22 College Hills Blvd. Reconstruction to Reece Albert Inc. in the amount of (\$160,309.62) and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- e. Consider two resolutions 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 Traffic and Pedestrian Signal at:
 - 1. Grape Creek Rd. and 29th St. with the City's contribution of funding in an amount not to exceed \$21,883; and
 - 2. W. Ave N from College Hills to Austin St. with the City's contribution of funding in an amount not to exceed \$20,792 (Patrick Frerich)
- f. Consider an interlocal agreement with Tom Green County providing for Crisis Intervention Unit services with associated costs not to exceed \$23,101 for fiscal year 2024, and

authorizing the City Manager to negotiate and execute all related documents (David Howard)

- g. Consider an interlocal agreement with Tom Green County providing for Mental Health Unit services with associated costs not to exceed \$146,730 for fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (David Howard)
- h. Consider ratifying the Fiscal Year 2023 San Angelo Police Department Seizure/Forfeiture fund purchases (David Howard)
- i. Consider amending Civic Events policies and recommending any related matters (Sidney Walker)
- j. Consider amending Civic Events by-laws and recommending any related matters (Sidney Walker)
- k. Consider ratifying a resolution by COSADC authorizing a project under Chapters 501 and 505 of the Texas Local Government Code to utilize sales and use tax funds in an amount not to exceed \$29,700 as an Economic Development Incentive to Lip Chip, LLC, subject to City Council approval and authorizing the board president to negotiate and execute all necessary documents (Michael Dane)
- l. Second reading of an ordinance reauthorizing Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances which expired November 15, 2018 (Michael Dane)
- m. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for Historic Orient Santa Fe Depot, Inc. (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. Chamber of Commerce Economic Development Midyear Update & 2022 look back presentation (Presentation made by Chamber Vice President of Economic Development Michael Looney)
- b. Consider a request for an appeal of the Planning Commission's denial of a Conditional Use, CU23-41 for a Short-Term Rental, located at 2274 Joy Rd. in the RS-1 zoning district (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:

- a. Section 551.087 - Business prospect negotiations regarding:
 - 1. Project Bess
 - 2. Technology Tower
 - 3. Project Braided Mane
 - 4. Project Reserve

5. Project Scatter

6. Project Aquatex

- b. Section 551.071 - Consultation with attorney regarding Marc 3 Border Patrol hangar paving contract

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
Airport Advisory Board: Mark Clark (SMD 3) to a second term, Paul Rothband (SMD 4) to a first term, both ending October 2025
Tax Increment Reinvestment Zone Board: Carlos Rodriguez (SMD 5) to a first term ending July 2025
- 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 11th day of October 2023, at 5:49 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 ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

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

In October 2023, EnPleinAir Texas (EPAT) celebrates its 10th Anniversary as one of the premier outdoor painting competitions in the nation. Inspired by similar events around the country, EPAT quickly distinguished itself by celebrating the arts with a West Texas flair. Building on the inspiration from the 1920's Texas Artists Camps in Christoval on the South Concho River, EPAT has emerged as a national leader in plein air painting competitions.

Annually, 35 nationally and internationally recognized artists spend three days on private ranches before coming to San Angelo to paint. Their presence in our historic downtown, in the International Waterlily Gardens, and other distinctive locations allows community members and visitors to explore what it means to paint 'in the open air'.

The event attracts world class artists who are thrilled to paint our authentic West Texas ranches and locales while also competing for significant cash prizes provided by EPAT sponsors. Their paintings capture the spirit of our city and of our heritage. A major fundraiser for SAMFA, sales of these paintings directly contribute to the children's free outreach programs at the Museum. Nine years of outstanding community financial support has allowed more than 70,000 area students to participate in a fine arts experience through the Museum, many times hosted by EPAT competition artists.

This competition is embraced by our community where over 100 volunteers support the week-long event. EPAT brings national and international recognition to San Angelo solidifying its reputation as a vibrant arts and culture venue. While EPAT is a celebration of outdoor painting, it also embraces its role in the fabric of our community and seeks, especially, to excite and expose our youth to the possibilities contained in the arts.

The 10th year celebration of EPAT begins October 22nd with a week of special activities headquartered at Gallery Verde on S. Oakes Street. The Stampede Awards Party and Sale on Friday, October 27th, and the Saturday Paint-Out at the Chicken Farm Art Center, culminate with the 10th Year Celebration party on Saturday at the Fort Concho Stables, which is free and open to everyone.

Therefore I, Brenda Gunter, Mayor of San Angelo on behalf of the City Council do hereby proclaim October 22 through October 28, 2023, as

"EnPleinAirTexas" Week

and urge all our citizens to support this exceptional community event.

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 7th day of September 2023.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Substance use disorder is particularly harmful to one of our most valuable resources, our children, and contributes to the three leading causes of death for teenagers – accidents, homicides, and suicides.

It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs.

It is the goal of Red Ribbon Week and ADACCV to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use.

The Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs.

The Alcohol & Drug Awareness Center for the Concho Valley and Concho Valley CARES has many activities planned during the Red Ribbon Week Campaign and is asking the residents of the city of San Angelo to observe Red Ribbon Week October 23-31, 2023.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim October 23-31, 2023 as

Red Ribbon Week

and call upon all residents, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in the city of San Angelo to support, and increase community awareness and prevention efforts in 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 17th day of October, 2023.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Born out of Lyndon B. Johnson's War on Poverty and the advocacy of Martin Luther King Jr., Community Action Agencies fight for the promise that every individual and family should have an opportunity for success. Founded in 1966, Concho Valley Community Action Agency has a nearly six-decade history of providing assistance and promoting self-sufficiency for citizens of limited income.

CVCAA plays a vital role in supporting low-income families and under-served communities by advocating for policies and programs that improve living conditions and economic opportunities. Energy efficiency is a powerful tool in reducing energy costs, alleviating the burden on low-income households, and advancing social and economic equity.

October has been designated as Energy Efficiency Month, providing an opportunity to raise awareness about the benefits of energy efficiency and the positive impact it holds for low-income families and the entire community. Energy efficient homes not only reduce energy bills but also contribute to cleaner air, healthier living environments, and enhanced economic stability for residents, particularly those facing hardships.

With a mission of helping people and changing lives, CVCAA has helped numerous households cut down their utility spending and made our region a better place to live, work, and play.

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

Energy Efficiency Month

in San Angelo, Texas and want to emphasize the importance of energy equity and sustainability for all. Together we can work toward a brighter future for our great city.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of October, 2023.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 3, 2023

Present:

Mayor Brenda Gunter
Mayor Pro tem Lucy Gonzales, SMD 4 via Zoom
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
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 8:32 a.m. on Tuesday, October 3, 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

October 2, 2023, was proclaimed as World Habitat & Affordable Housing Day.

October 8-14, 2023, was proclaimed as Fire Prevention Week.

United Way of the Concho Valley was recognized.

4. Public Comment

Mayor Gunter reminded citizens the 3-hour parking time limits are being enforced and citations are being issued.

5. Consent Agenda

- a. Approval of the September 19, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Award of RFQ PW-01-23 for Full Service Indefinite Delivery Indefinite Quantity(IDIQ) Multiple Award Task Order Master Contracts to 9 full-service and 4 discipline specific professional service consultants submitting qualifications including scope of services related to public works projects covering surveying, schematic, environmental documents, plans, specifications, estimates (PS&E) and related documents not limited to streets, water and sewer utilities, parks, facilities, and construction management departments of the City and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- c. Award of RFQ OP-04-23 Safety Action Plan and ADA Transition Plan update to Kimley-Horn and Associates, Inc. and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Approval of Change Orders #11 to ES-03-20 Chadbourne St. Improvements - Phase A Project contract with Ti-Zack Concrete, Inc. reducing the current \$7,505,286.68 project cost by (\$14,071.39) and bringing the revised project cost to \$7,491,215.29 (Shane Kelton)
- e. Authorization of the Parks & Recreation Nutrition program to apply for and accept, subcontractor status of congregate meal sites for Area Agency on Aging of the Concho Valley

and authorizing the City Manager or designee to negotiate and execute all related documents (Samantha Kneisler)

- f. Approval of a contract with the San Angelo Museum of Fine Arts (SAMFA) allocating \$50,000 of Hotel Occupancy Tax (HOT) receipts for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Tina Dierschke)
- g. Second reading and adoption of an ordinance deleting the juvenile curfew from Chapter 8, Article 8.07, Division 2 of the Code of Ordinances (Theresa James) (Pg. 465, 2023-089)
- h. Second reading and adoption of an ordinance to rezone from Single Family Residential to Two Family Residential property located at 2718 Forest Park Ave. (Jon James) (Pg. 466, 2023-090)
- i. Second reading and adoption of an ordinance amending the Future Land Use Map in the Comprehensive Plan from Commercial to Neighborhood Center and rezoning from Light Manufacturing to the Zero Lot Line, Twinhome, and Townhome Residence District, for property located at 3480 Edgewood (Jon James) (Pg. 469, 2023-091) (Pg. 472, 2023-092)

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda, with the exception of items 5f and 5g. 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 5f, as presented by Finance Director Tina Dierschke. The motion carried (7) ayes to (0) nay, with no public comment.

Motion: Council Member Thomas made motion, seconded by Council Member Hesse Smith, to approve item 5g, as presented by City Attorney Theresa James. The motion carried (4) ayes to (3) nays, with Council Members Gonzales, Hesse Smith, and Miller casting the dissenting votes.

6. Regular Agenda

- a. Update on the City endorsed Service Line Warranties of America (SLWA) program (Presentation made by Neighborhood & Family Services Director Bob Salas)

No Action Taken on this item.

- b. Adoption of a resolution of No Objection for a Low-Income Housing Tax Credit (LIHTC) project in SMD3 by THF River Pointe, LP to rehabilitate and redevelop the River Point Apartments located at 1173 Benedict Dr. (Presentation made by Neighborhood Services Director Bob Salas and THF representative) (Pg. 475, 2023-093)

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

- c. Adoption of a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2024-2025 term (Presentation made by City Clerk Heather Stastny) (Pg. 476, 2023-094)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to nominate the (5) existing board members (Louis Gomez, Kandi Pool, Bob Reeves, Scott Tankersley and Eric Wilson) for a place on the TGCAD Board of Directors ballot. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- d. Approval of a request for funding from the Infill Empowerment Zone Program for infrastructure funding up to 50% of costs for water, sewer, fire hydrants, and related costs, in

an amount not to exceed \$160,854 for the Shriner's Point Subdivision, Section Two, located on Blum St., south of 40th St., and authorizing the City Manager to negotiate and execute all related documents (Presentation by Planning & Development Services Director Jon James)

Applicant Eric Von Rosenberg provided an overview of the project and answered questions from Council.

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to award \$6,000/lot for 19 total lots (\$114,000), and allowing the applicant to apply for additional funds at a later date if program funds are still available. The motion carried (6) ayes to (1) nay, with Council Member Gonzales casting the dissenting vote.

- e. Adoption of a resolution electing to participate in tax abatement agreements pursuant to the Property Redevelopment & Tax Abatement Act, Chapter 312 of the Texas Tax Code (Presentation made by Interim Economic Development Director Michael Dane) (Pg. 478, 2023-095)

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

- f. First reading and public hearing of an ordinance reauthorizing Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances which expired November 15, 2018 (Presentation made by Interim Economic Development Director Michael Dane)

Motion: Council Member Hesse Smith 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.

- g. Approval of a contract with the Historic Orient Santa Fe Depot, Inc. allocating \$25,000 of Hotel Occupancy Tax (HOT) receipts for eligible activities and authorizing the Assistant City Manager to negotiate and execute all related documents (Presentation made by Assistant City Manager Michael Dane)

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

- h. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for Historic Orient Santa Fe Depot, Inc (Presentation made by Finance Director Tina Dierschke)

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

7. Closed Session

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

- a. Section 551.071 - Consultation with attorney regarding Economic Development Agreement with Skyline Aviation

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
- b. Approval of various Board nominations
Design and Historic Review Commission: Luke Brame (SMD1) to a first term ending September 2025

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 no public comment.

- c. Announcements and consideration of Future Agenda Items

9. Adjournment

Consensus: 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 11:15 a.m.

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 of 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: Sarah Tackett-Torres, Real Estate Manager, Real Estate

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider authorizing the sale of 3338 Jaycee Road, Lots 2 & 3, Block 1 to the current lease holder for the appraised value, and authorizing the City Manager to negotiate and execute all related documents (\$187,000) (Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

If the sale is approved at the appraised value, a title examination will be performed and legal staff will prepare a Real Estate Contract of Sale, Special Warranty Deed and Surrender of Lease.

Funding Source(s):

Financial Impact:

Upon approval, proceeds from the sale will be placed in the Lake Nasworthy Trust Fund.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------------------|---|
| 1. | 3338 Jaycee Road - Appraisal Report | 3338 Jaycee Road - Appraisal Report.pdf |
|----|-------------------------------------|---|

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

APPRAISAL OF REAL PROPERTY

LOCATED AT

3338 Jaycee Rd
San Angelo, TX 76904
Lots 2 & 3, Block 1, Group Middle Concho, Lake Nasworthy Addition

FOR

City of San Angelo
72 W. College Ave
San Angelo, TX 76903

AS OF

03/14/2023

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

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04/06/2023

City of San Angelo
Real Estate Division
72 W. College Ave
San Angelo, TX 76903

Re: Property: 3338 Jaycee Rd
San Angelo, TX 76904
Borrower: Baz House; Cain, Chris
File No.: R23-0040

Opinion of Value: \$ 187,000
Effective Date: 03/14/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as though unimproved, in unencumbered fee simple title of ownership (surface only).

This report is based on a physical analysis of the site only, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Respectfully Submitted,



Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2024
niki@halfmannrealty.com



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2023
(325)655-1278
kevin@halfmannrealty.com

LAND APPRAISAL REPORT

File No. R23-0040

SUBJECT

Borrower

Baz House; Cain, Chris

Census Tract

0017.08

Map Reference

41660

Property Address

3338 Jaycee Rd

City

San Angelo

County

Tom Green

State

TX

Zip Code

76904

Legal Description

Lots 2 & 3, Block 1, Group Middle Concho, Lake Nasworthy Addition

Sale Price \$

N/A

Date of Sale

N/A

Loan Term

N/A

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

N/A

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

City of San Angelo

Address

72 W. College Ave, San Angelo, TX 76903

Occupant

Baz House; Cain, Chris

Appraiser

Kevin J. Halfmann/Crystal N. Bancroft

Instructions to Appraiser

Determine Fee Simple Land Value

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

97 % One-Unit

0 % 2-4 Unit

0 % Apts.

0 % Condo

1 % Commercial

Land Use

0 % Industrial

2 % Vacant

%

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☐ Owner

☒ Tenant

5 % Vacant

One-Unit Price Range

\$

N/A

to \$

N/A

Predominant Value \$

N/A

One-Unit Age Range

N/A yrs. to

N/A yrs.

Predominant Age

N/A yrs.

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐

☐

☒

☐

Convenience to Shopping

☐

☐

☒

☐

Convenience to Schools

☐

☐

☒

☐

Adequacy of Public Transportation

☐

☐

☒

☐

Recreational Facilities

☒

☐

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☐

☒

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

This property is located adjacent to Lake Nasworthy. Lake Nasworthy is a constant level lake. The lake is located 15 miles from the downtown area of San Angelo. It is in close proximity to the Mathis Regional Airport. Data indicates that this community area is predominately settled by middle aged families and/or retired persons. Second highest median age in the city. Highest median income in the city. Average household size in the area of 2.6 is close to the overall city average of 2.56.

SITE

Dimensions

57,017 sf

=

1.309 acres

☐ Corner Lot

Zoning Classification

PD: Planned Development

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☒ Present Use

☐ Other (specify)

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Paved

Maintenance

☒ Public

☐ Private

☒ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

Average

Size

Good

Shape

Rectangular

View

Fair

Drainage

Average

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

This site is currently under an expiring lease from the City of San Angelo. This site has 313.70' of lake frontage and 289.36' of road frontage. The topography is considered average and the lot is rectangular in shape. Approximately 44.33% of the subject is in a FEMA flood zone AE. AE flood zones are areas that present a 1% annual chance of flooding and a 26% chance over the life of a 30-year mortgage, according to FEMA. These regions are clearly defined in Flood Insurance Rate Maps and are paired with detailed information about base flood elevations.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	3338 Jaycee Rd San Angelo, TX 76904	3061 Red Bluff Rd E San Angelo, TX 76904	3057 Red Bluff Rd E San Angelo, TX 76904	6201 Chalimar Rd San Angelo, TX 76904			
Proximity to Subject		0.62 miles E	0.64 miles E	0.70 miles S			
Sales Price	\$ N/A	\$ 224,100	\$ 310,000	\$ 275,000			
Price \$/Sq. Ft.	\$	\$	\$	\$			
Data Source(s)	Inspection	MLS 111393; TG OPR 202301288	MLS 111392; TG OPR 202300761	MLS 99750; TG OPR 202214599			
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Date of Sale/Time Adj.	N/A	02/07/2023	+1,700	01/20/2023	+3,500	10/26/2020	+51,200
Location	Average	Superior	-22,400	Superior	-31,000	Inferior	+27,500
Site/View	Fair	Superior	-56,000	Superior	-77,500	Equal	0
Size	Good	Equal	0	Superior	-46,500	Superior	-96,300
Topography	Average	Inferior	+11,200	Inferior	+15,500	Equal	0
Lake Frontage	313.70'	Inferior/98.62'	+26,900	Inferior/208.69'	+13,010	Superior/Approx865'	-68,900
Access	Average	Equal	0	Equal	0	Equal	0
Sales or Financing	N/A	N/A	0	N/A	0	N/A	0
Concessions	N/A	N/A	0	N/A	0	N/A	0
Net Adj. (Total)		☐ + ☒ - \$ -38,600	☐ + ☒ - \$ -122,990	☐ + ☒ - \$ -86,500			
Indicated Value of Subject		\$ 185,500	\$ 187,010	\$ 188,500			

Comments on Market Data

The sales price is the value of the fee simple land only value once the contributory value of the improvements and net present value of the lease value (if not in fee simple ownership) were accounted for each sale.

RECONCILIATION

Comments and Conditions of Appraisal

The Sales Comparison Approach is based upon the principle of substitution. In essence, it states that a prudent purchaser will pay no more for any particular property than it would cost them to acquire an equally desirable alternate property. This approach consists of the comparison of similar properties which have sold recently. This comparison process involves making adjustments between the subject property and the comparable properties on an item-by-item basis.

Final Reconciliation

The net adjustments applied to the price of each of the comparables results in an indicated value to the subject property. After adjustments for dissimilar characteristics, the comparable sales indicated a range in value for the subject of \$185,800 to \$188,500.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF

03/14/2023

TO BE \$

187,000

Appraiser

Crystal N. Bancroft

Supervisory Appraiser (if applicable)

Kevin J. Halfmann

Date of Signature and Report

04/06/2023

Date of Signature

04/06/2023

Title

Appraiser Trainee

Title

MAI, ARA

State Certification #

ST

State Certification #

1320469-G

ST

TX

Or State License #

1340109

ST

TX

Or State License #

ST

Expiration Date of State Certification or License

05/31/2024

Expiration Date of State Certification or License

04/30/2023

Date of Inspection (if applicable)

03/14/2023

☒ Did ☐ Did Not Inspect Property

Date of Inspection

03/14/2023

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: We certify that, to the best of our knowledge and belief:

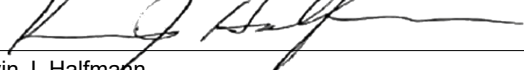
- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. Both, Kevin J. Halfmann and Crystal N. Bancroft, have made a personal inspection of the property that is the subject of this report.
- 8. No one provided significant real property appraisal assistance to the persons signing this certification.
- 9. We have performed no previous services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- 10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 12. As of the date of this report, I Kevin J. Halfmann, have completed the continuing education program of the Appraisal Institute.
- 13. As of the date of this report, I Crystal N. Bancroft, have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

ADDRESS OF PROPERTY ANALYZED: 3338 Jaycee Rd, San Angelo, TX 76904

APPRAISER:

Signature: 
Name: Crystal N. Bancroft
Title: Appraiser Trainee
State Certification #: _____
or State License #: 1340109
State: TX Expiration Date of Certification or License: 05/31/2024
Date Signed: 04/06/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 
Name: Kevin J. Halfmann
Title: MAI, ARA
State Certification #: 1320469-G
or State License #: _____
State: TX Expiration Date of Certification or License: 04/30/2023
Date Signed: 04/06/2023
☒ Did ☐ Did Not Inspect Property

Subject Photo Page

Borrower	Baz House; Cain, Chris					
Property Address	3338 Jaycee Rd					
City	San Angelo	County	Tom Green	State	TX	Zip Code 76904
Lender/Client	City of San Angelo					



Subject Front

3338 Jaycee Rd



Subject Front



Subject Front

Subject Photo Page

Borrower	Baz House; Cain, Chris					
Property Address	3338 Jaycee Rd					
City	San Angelo	County	Tom Green	State	TX	Zip Code 76904
Lender/Client	City of San Angelo					



Subject Front

3338 Jaycee Rd



Subject Rear



Subject Rear

Subject Photo Page

Borrower	Baz House; Cain, Chris					
Property Address	3338 Jaycee Rd					
City	San Angelo	County	Tom Green	State	TX	Zip Code 76904
Lender/Client	City of San Angelo					



Subject Rear

3338 Jaycee Rd



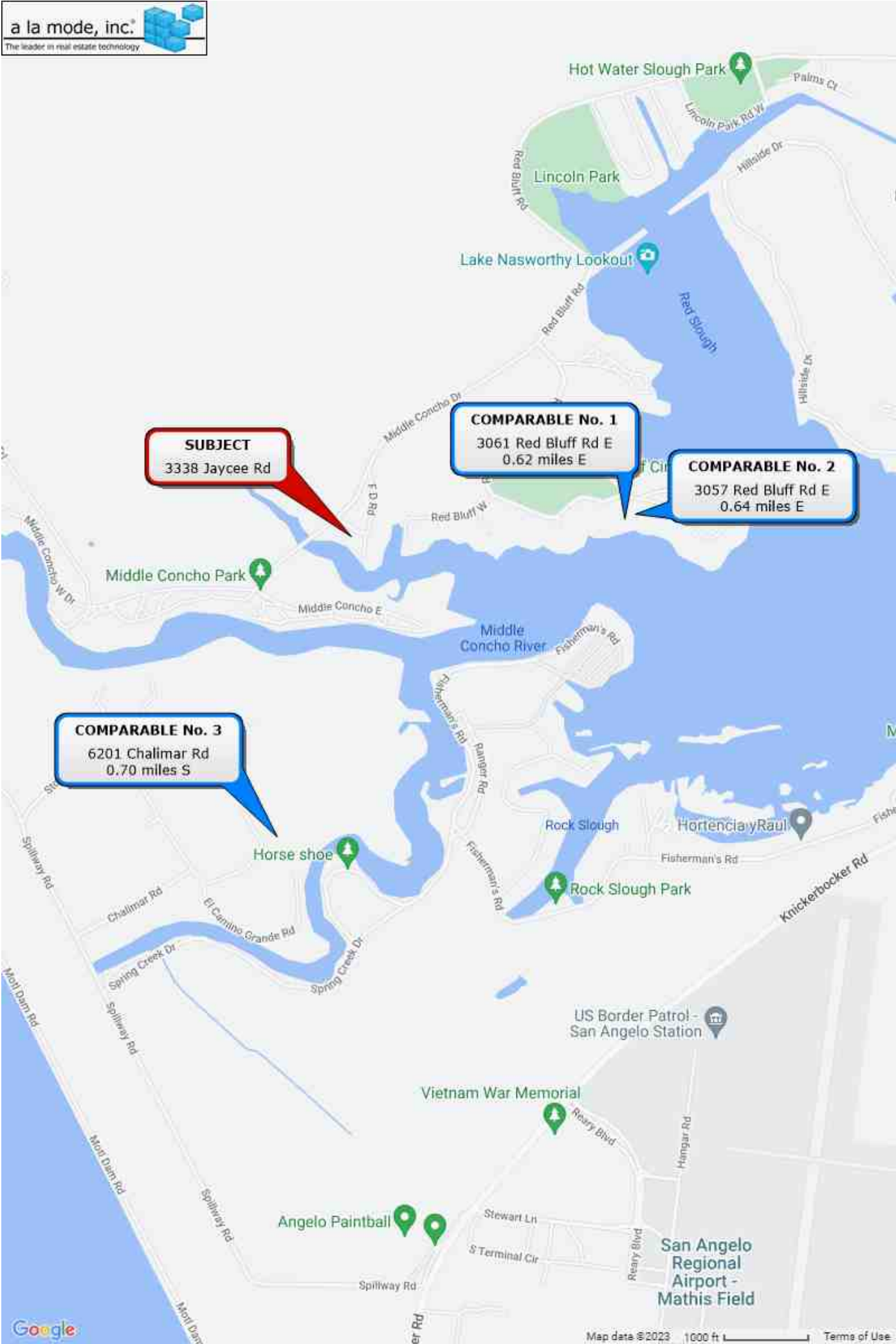
Subject View



Subject View

Comparable Sales Map

Borrower	Baz House; Cain, Chris					
Property Address	3338 Jaycee Rd					
City	San Angelo	County	Tom Green	State	TX	Zip Code 76904
Lender/Client	City of San Angelo					



Comparable Photo Page

Borrower	Baz House; Cain, Chris					
Property Address	3338 Jaycee Rd					
City	San Angelo	County	Tom Green	State	TX	Zip Code 76904
Lender/Client	City of San Angelo					



Comparable 1

3061 Red Bluff Rd E



Comparable 2

3057 Red Bluff Rd E

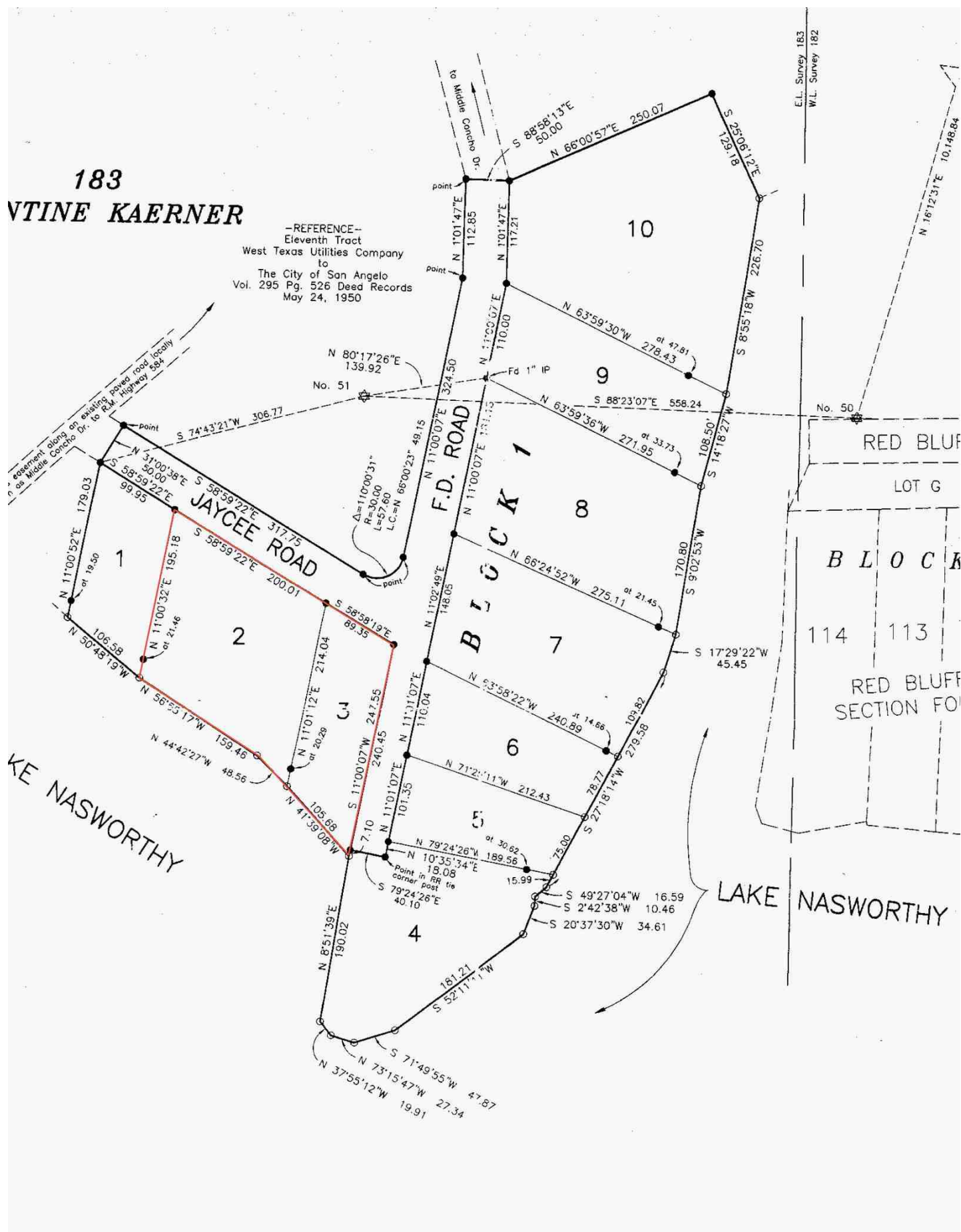


Comparable 3

6201 Chalimar Rd

Plat Map

Borrower	Baz House; Cain, Chris						
Property Address	3338 Jaycee Rd						
City	San Angelo	County	Tom Green	State	TX	Zip Code	76904
Lender/Client	City of San Angelo						



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider approving Change Order #3 to BuyBoard Contract #635-21 with Insituform Technologies, LLC for the A&M Waterline Pipe Bursting Project in the amount of (\$113,223.20) and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The South A&M Avenue waterline project from Avenue N to Johnson Street consisted of replacing the existing cast iron waterlines that had reached their life expectancy and have had continuous breaks and maintenance issues. This project replaced the cast iron lines by means of pipe bursting with DR18 DIPS Fusible PVC pipe designed to be fully structural pipe meeting all external loading and internal pressure requirements.

This Change Order #3 in the amount of (\$113,223.20) will reconcile the addition of granular bedding and backfill for the installation of pipe and the reduction of planned quantities of pipe and asphalt replacement. This will be the final change order for the project and will close this project.

Funding Source(s):

Financial Impact:

The Master Agreement overall total will be reduced by (\$113,223.20) bringing the revised total contract amount after Change Order #3 to \$4,720,495.30. Final payment will be made on the project and the balance of the funds remaining returned to the original funding account.

Other Information/Recommendation:

Attachments:

1. Change Order No. 3 Change Order No. 3.pdf

Presentation:

Shane Kelton

Approvals/Reviews:



City of San Angelo
Buy Board Contract #635-21
South A&M Avenue Water Pipeburst by Fusible PVC #22-00095

CHANGE ORDER NO. 3

CONTRACTOR: Insituform Technologies

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
43	Granular bedding backfill (#57 rock)	420	Ton	\$ 65.00		\$ 27,300.00	814.83		1,235	\$ 80,263.95	\$ 52,963.95
44	Select Backfill (cement stbilized sand or # 57 rock)	700	Ton	\$ 65.00		\$ 45,500.00	1,669.00		2,369	\$ 153,985.00	\$ 108,485.00
57	Install 12" Ductile Iron Pipe by HDD and Open cut combination	200	LF	\$ 285.00		\$ 57,000.00		200.00	0	\$ -	\$ (57,000.00)
C.O.3.1	Reconciliation of uninstalled plan quantities		LS	\$ (217,672.15)		\$ -	1.00		1	\$ (217,672.15)	\$ (217,672.15)
						\$ -				\$ -	\$ -

Contract Adjustment

Original Contract Completion Date:	12/6/2022	Original Contract Amount:	\$ 4,787,318.50
Original Contract Construction Days:	120	Owner Contingency Allowance	\$230,000
Prior Days Added:	192	Previous Change Orders:	
		Change Order No. 1:	\$ 36,400.00
		Change Order No. 2:	\$ 240,000.00
		Change Order No. 2 Minus Remaining Contingency:	\$ 46,400.00
		Current Change Order Amount:	\$ (113,223.20)
Days Added this Change Order:	N/A	Total Change Order Amount to Date	\$ 163,176.80
Revised Contract Construction Days:	N/A	Additional Funding Needed	\$ (113,223.20)
Revised Contract Completion Date:	6/16/2023	Revised Contract Amount:	\$ 4,720,495.30

Comments

Differing site conditions resulted in an increased number of inserted valves, access pits, potholing, service lines, gate valves, and utility crossings relative to the plan quantities.
An increase in these items requires an increase to line items 43 and 44, granular backfill, given they are a requisite of the aforementioned items of work. 12" Ductile Iron Pipe was not installed on this project.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider approving Change Order #3 to RFB ES-01-22 College Hills Blvd. Reconstruction to Reece Albert Inc. in the amount of (\$160,309.62) and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

RFB ES-01-22 College Hills Blvd. Reconstruction was awarded February 15, 2022 to Reece Albert Inc. in the amount of \$32,661,091.98. This includes \$1,500,000 in approved contingencies.

Change Order #1 in the amount of \$45,119.40 was approved for additional sidewalk replacement and cement stabilization reduction. These costs were funded from approved project contingencies. Contingency remaining after Change Order #1 is \$1,454,880.60.

Change Order #2 in the amount of \$166,821.19 from contingencies was approved by Council July 6, 2023 to add an additional 200 LF of 12-inch C900 DR18 PVC Water Line and two 12-inch Gate Valves to relocate an existing water line that conflicts with the concrete outfall located at the South Fork of the Arroyo. This Change Order also included an item for an additional retaining wall (5CO.01) needed due to grade conflicts next to sidewalks as well as 750 LF of sidewalk with curb ramps to allow for better accessibility to the existing Red Arroyo Trail system. Contingency remaining after Change Order #2 is \$1,288,059.41.

This Change Order #3 is a request to reduce the funding for storm drains due to changes in the type and size of storm drain boxes on the project. The items include the deduction of 1596 LF of 48" HDPE storm drain piping and 1,090 LF of 60" HDPE storm drain piping. These items are being replaced with 750 LF of 84" x 48" and 541 LF of 108" x 48" concrete storm drain boxes. The \$160,309.62 credit will go back into the contingency line item. Contingency remaining after Change Order #3 is \$1,448,369.03.

Funding Source(s):

Financial Impact:

The total contract amount will not change as additional work will be funded from approved project contingencies.

Original Construction Cost: \$ 31,161,091.98
Approved Contingency: \$ 1,500,000.00
Total Original Contract Amount: \$ 32,661,091.98

Approved Contingency: \$ 1,500,000.00
Change Order #1: (\$ 45,119.40)
Change Order #2: (\$ 166,821.19)
Change Order #3 \$ 160,309.62
Contingency Remaining: \$ 1,448,369.03

Contract Amount after Change Orders: \$ 32,661,091.98
Contingency Remaining: \$ 1,448,369.03

Other Information/Recommendation:

Staff recommends approving Change Order #3 in the amount of (\$160,309.62).

Attachments:

1. Change Order No. 3 Council File Change Order No. 3 Council File.pdf

Presentation:

Shane Kelton

Approvals/Reviews:



City of San Angelo
RFB: ES-01-22: Change Order Form
College Hills Boulevard Improvements Project

Change Order No. 3

Contractor: Reece Albert, Inc.

Item No.	Specification	Item Description	Quantity	Unit	Unit Price	Total Price	Qty to Date	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change
4.13		48" HDPE Storm Drain	1706	LF	\$ 318.88	\$ 544,009.28	110.00		(1,596.00)	110	\$ 35,076.80	\$ (508,932.48)
4.14		60" HDPE Storm Drain	1090	LF	\$ 567.31	\$ 618,367.90	1,090.00		(1,090.00)	0	\$ -	\$ (618,367.90)
4.16		84"x48" Storm Drain	1212	LF	\$ 736.52	\$ 892,662.24	1,212.00	750.00		1,962	\$ 1,445,052.24	\$ 552,390.00
4.18		108"x48" Storm Drain	527	LF	\$ 766.36	\$ 403,871.72	527.00	541.00		1,068	\$ 818,472.48	\$ 414,600.76
Subtotal											\$ (160,309.62)	

Total Change Order #3 \$ (160,309.62)

Contract Adjustment

Original Contract Completion Date:	N/A	Original Contract Amount	\$ 32,661,091.98
Original Contract Construction Days:	N/A	Change in Contract Amount:	\$ 51,630.97
Prior Days Added:	N/A	Revised Contract Amount	\$ 32,712,722.95
Days Added this Change Order:	N/A	Contingency Remaining	
Revised Contract Construction Days:	N/A		
Revised Contract Completion Date:	N/A		

Approval

Comments

Contractor:

Date: 10.2.2023

City of San Angelo, Engineering Services:

Date:

10/4/23

Due to revisions in the stormwater plans there are changes to the following items:

Item 4.13 - 48" HDPE Storm Drain deduct 1,596 LF

Item 4.14 - 60" HDPE Storm Drain deduct 1,090 LF

Item 4.16 - 84"x48" Storm Drain Add 750 LF

Item 4.18 - 108"x48" Storm Drain Add 541 LF

Remaining Contingency is \$1,288,059.41.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Operations

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider two resolutions 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 Traffic and Pedestrian Signal at:

1. Grape Creek Rd. and 29th St. with the City's contribution of funding in an amount not to exceed \$21,883; and
2. W. Ave N from College Hills to Austin St. with the City's contribution of funding in an amount not to exceed \$20,792 (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The signals at Grape Creek Rd. and on Avenue N from College Hills to Austin St. are two projects 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 engage with Kimely Horn to engineer and provide plans for the necessary improvements at an estimated cost of \$24,800. 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 two Advanced Funding Agreements with the State of Texas and contribute a total of \$17,875.00 to the projects 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:
Operations	101-3200-432-0320	TR0002	\$42,675

Financial Impact:

The City will enter into a design task order for design work for the pedestrian improvements and signal detection upgrades in the amount of \$24,800. The City will provide payment to TxDot in the amount of

\$17,875.00 via an Advanced Funding Agreement with the State of Texas. Funding for this payment is budgeted in fiscal year 2024.

Other Information/Recommendation:

Staff recommends approving the Advanced Funding Agreement Resolutions in support of the Highway Safety Improvement Program.

Attachments:

- | | | |
|----|---|---|
| 1. | Exhibit A Scope_HSIP Intersection Design (2023) | Exhibit A Scope_HSIP Intersection Design (2023).pdf |
| 2. | AFA 0907-24-056 9-22-2023 | AFA 0907-24-056 9-22-2023.docx |
| 3. | AFA 0907-24-057 9-22-23 330PM | AFA 0907-24-057 9-22-23 330PM.docx |
| 4. | Resolution for AFA West Ave N Ped Signals | Resolution for AFA West Ave N Ped Signals.docx |
| 5. | Resolution for AFA Grape Creek Rd | Resolution for AFA Grape Creek Rd.docx |

Presentation:

Patrick Frerich

Approvals/Reviews:

EXHIBIT "A"
SCOPE OF SERVICES

Agreement between the City of San Angelo, Texas (City)
and Kimley-Horn and Associates, Inc. (Consultant)

For the following project:

Development of Intersection Design Plans
at Various Locations using
HSIP (Highway Safety Improvement Program) Grant Funding

PROJECT DESCRIPTION

The scope of services consists of the development of traffic signal modification plans for the two (2) intersections defined below, located in the City of San Angelo, Texas. Intersection 1 is expected to let in February 2024 under a single package and intersection 2 is expected to let in February 2025 under a separate single package. Changes to this submittal structure can be accommodated as an Additional Service.

Location		Type of Improvement	TxDOT Letting Date
1	Grape Creek Rd at 29th St	Pedestrian Ramp Design	February 2024
2	Avenue N at College Hills Blvd at S A and M Ave at Johnson St at Austin St	Signal Modification - Proposed Detection Design	February 2025

The tasks consist of preparation of intersection layout sheets, general notes, quantities, probable construction cost estimates, technical specifications, and coordination with San Angelo District TxDOT District Office and City. The intersection designs will be prepared using TxDOT and City of standards where applicable. Exhibits of proposed improvements are shown for each intersection in the **Attachments** section. Proposed design will be limited to elements shown in these exhibits.

Consultant shall perform the following Professional Services:

TASK SUMMARY

1. Project Management and Meetings

Consultant will organize, prepare for, and facilitate one kick-off meeting, with the following objectives in mind:

- Discuss the scope and roles of the Consultant,
- Discuss specific project requirements and any special design or coordination needs,
- Discuss deliverables,
- Discuss project schedule,
- Identify the protocol for project communications,
- Plan for specific documents that will require TxDOT and/or City of San Angelo review and comment, and
- Identify the need for, and the provision of, existing conditions data.

In the general vicinity of the project intersections, the Consultant will perform one in-field review and visually verify existing signage, existing signal infrastructure, existing pedestrian elements, and other existing elements. This along with the topographic survey provided by the City and the base mapping will form the basis of the designs. After the 60% submittal, the Consultant will prepare for and schedule one conference call with City and TxDOT staff to receive/communicate about comments, if needed.

2. Base Mapping

At Location 2, the Consultant will use OpenRoads Designer, publicly available right-of-way data, and aerial imagery to create a base file with critical roadway elements to form the basis for the design. The following base line work will be created as part of this service:

- Existing edges of pavement within the project intersections,
- Location of existing traffic signal infrastructure within the project intersections,
- Existing pavement markings within the project intersections, and

No right of way survey will be procured or shown on location 2 layout sheets. The City will provide topographic survey design files for Location 1. No base mapping will be included at Location 1 as part of this task. If appropriate survey is not provided, this can be provided as an additional service.

3. Design Services

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using OpenRoads Designer. The intersection design package will consist of the following plan sheets.

Location 1:

- **Ramp, Signs, and Markings Layout Sheet:** with proposed signs, proposed pavement markings, proposed curb ramp design, pedestrian elements and summary charts.
- **Intersection Detail Sheet:** with tabulation of quantities, proposed pavement marking chart, proposed sign chart, and general notes.

Location 2:

- **Traffic Signal Layout Sheet:** proposed detection layout plan, tabulation of quantities, conductor routing chart, electrical chart, and general notes

This proposal does not include design of improvements that increase capacity such as left turn or right turn lane roadway design, or coordination with outside agencies other than TxDOT.

4. Design Deliverables

All design sheets from the tasks above will be combined with the sheets identified below to create a single design submittal for each of the two (2) TxDOT lettings.

- **Cover Sheet:** intersection location key map and description of project
- **General Notes:** standard general notes applicable to TxDOT and City of San Angelo

- **Summary of Quantities:** summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items
- **Standard Detail Sheets:** applicable standards as required by TxDOT

Deliverables: The Consultant will develop the following deliverables for this task:

- **60% Submittal:** The Consultant will prepare and submit an electronic copy of the construction drawings to TxDOT and City for review.
- **90% Submittal:** The Consultant will address one round of TxDOT and City review comments and submit an electronic copy of the construction drawings to TxDOT and City for review. The Consultant will submit plans in accordance with 90% submittal format.
- **100% (Draft) Submittal:** The Consultant will address one round of TxDOT and City review comments and submit an electronic copy of the construction drawings to TxDOT and City for review. The Consultant will submit plans in accordance with 100% draft submittal format.
- **100% (Final) Submittal:** The Consultant will address one round of TxDOT and City review comments and provide an electronic copy of the signed and sealed construction drawings.

5. TxDOT Coordination

The Consultant will perform the following coordination items with TxDOT:

- Prepare the following forms and paperwork:
 - **Form 1002:** PS&E Transmittal Data
 - **Form 2229:** Significant Project Procedures
 - **Form 2443:** Plans, Specifications, Estimates (PSE) Stage Gate Checklist
 - **Form 2699:** Determination of Additional Project-Specific Liquidated Damages
- Prepare the following forms with signature from the City of San Angelo
 - Utility certification
 - Right-of-way acquisition certification
 - Relocation advisory assistance certification
 - Right-of-way encroachment certification
 - Railroad certification
- Upload quantity data to TxDOT CONNECT

It is assumed that TxDOT San Angelo District will apply for all necessary TDLR inspections (if required). The Consultant will not perform RAS or TDLR certification or coordination.

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Soils and/or material testing
- Public involvement
- Environmental evaluation
- Traffic counts, traffic modeling, traffic projections, traffic signal timing
- Illumination design
- Drainage design
- Design of any surface drainage improvements other than that listed in the scope
- Detailed traffic control plan design
- Detailed traffic control plan narrative
- Preparation for and attendance at meetings besides meetings identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor
- Submittal to Texas Department of Licensing and Registration (TDLR) for ADA requirements
- Construction Phase Services RPR – Construction inspection and pay estimate management
- SWPPP inspections / coordination
- Providing professional services associated with the construction phase of the project
- Any services not listed in the Scope of Services

Schedule

The Consultant will work with the City to develop a mutually acceptable project schedule to meet the two (2) TxDOT anticipated letting dates of February 2024 and February 2025.

- End of Scope of Services –

EXHIBIT "A"

FEE BREAKDOWN

The Consultant will perform the services in Tasks 1 - 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task and Fee Summary Table

Task		Design Fee per Intersection
1	Project Management and Meetings	\$3,400
2	Base Mapping	\$2,100
3	Signal Design Services	\$9,900
4	Deliverables	\$5,200
5	TxDOT Coordination	\$4,200
Lump Sum (LS) TOTAL:		\$24,800

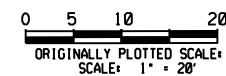
Below is a breakdown of design fees per location:

Intersection		Design Fee per Intersection
1	Grape Creek Rd at 29th St	\$13,100
2	Avenue N (College Hill Blvd to Austin St)	\$11,700
TOTAL:		\$24,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENTS

- **Exhibit 1:** Grape Creek Road at 29th Street
- **Exhibit 2:** Avenue N (College Hill Boulevard to Austin Street)



LEGEND

- 
 PROPOSED 24" PED POLE
W/ SIGNALS
- 
 EXISTING TRAFFIC SIGNAL
CABINET
- 
 EXISTING GROUND
BOX
- 
 PROPOSED CONDUIT
- 
 EXISTING EDGE OF PAVEMENT

CONCEPTUAL TYPICAL APPLICATION
HIRON FERNANDO, P.E. 123288
KIMLEY-HORN, FIRM F-928 11/30/2022
FOR HSIP APPLICATION ONLY
NOT TO BE USED FOR ANY OTHER PURPOSE

EXISTING AND PROPOSED LOCATIONS SHOWN ON
THIS PLAN ARE DIAGRAMMATIC ONLY. THIS
EXHIBIT IS PRELIMINARY AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES.

Kimley»»Horn

12455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240

Tel. No. 19721 770-1300
Fax No. 19721 229-2521



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TRAFFIC SAFETY IMPROVEMENTS
GRAPE CREEK AT 29TH STREET

EXHIBIT 2
INTERSECTION UPGRADE LAYOUT

DESIGN ASA	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS ASA				VA SHEET NO.
CHECK HMF	STATE	DISTRICT	COUNTY	2
CHECK HMF	TEXAS	SJT		
	CONTROL	SECTION	JOB	

11/21/2022 40.0000 ft / in. BY: Abby.Axelsson
PLOTNAME: K:\DAL_TPTO\project\San Angelo 2022 HSIP Application\CADD\W Ave N & College Hills Blvd.dgn

TYPICAL INTERSECTION
(SEE NOTE 1)



0 10 20 40
ORIGINALLY PLOTTED SCALE:
SCALE: 1" = 40'



LEGEND

- TYPICAL EXISTING SIGNAL POLE, EXISTING SIGNAL HEADS, AND PROPOSED BACKPLATES
- GRIDSMART DETECTOR
- EXISTING EDGE OF PAVEMENT
- EXISTING LINE WORK

NOTE 1) INSTALL GRIDSMART DETECTION:

- 1) W AVE N AT COLLEGE HILLS BLVD
- 2) W AVE N AT S A AND M AVE
- 3) W AVE N AT JOHNSON ST
- 4) W AVE N AT AUSTIN ST

CONCEPTUAL TYPICAL APPLICATION
HIRON FERNANDO, P.E. 123288
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Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240

Tel No. (972) 770-1300
Fax No. (972) 239-3820



Texas Department of Transportation
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TRAFFIC SAFETY IMPROVEMENTS
W. AVE. N AT
COLLEGE HILLS BLVD
EXHIBIT 2
INTERSECTION UPGRADE LAYOUT

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	6		VA
CHECK	STATE	DISTRICT	COUNTY
CHECK	TEXAS		
	CONTROL	SECTION	JOB
			2

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District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Safety Improvement Projects 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 **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **improve ped signals on Grape Creek road**. 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:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
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Project Name	GRAPE CREEK RD IMPROVE PED 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.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	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 utilities, environmental, engineering, construction, and Right of Way for a Safety Improvement Project – Improve Ped Signals on Grape Creek Road at at 29th Street as shown in Attachment A.

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

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District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

- not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- 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

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Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

- 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 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

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Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

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

TxDOT:				Federal Highway Administration:	
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District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.

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

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District #	07-SJ T	Code Chart 64#	37400		
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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.

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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

Government shall be transmitted to the State, in the format directed by the State, on a 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:

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

- 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.
- 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

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,

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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).
- 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.*

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.

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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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

Kenneth Stewart
Director of Contract Services

Daniel Valenzuela
City Manager of San Angelo

Date

Date

ATTEST:

APPROVED AS TO FORM

Heather Stastny
City Clerk

Brandon Dyson
Assistant City Attorney

Date

Date

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Shane Kelton
Executive Director of Public Works

Charles Michalewicz
Public Works Project Administrator

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED 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 all other costs including overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Utilities (by Local Government)	\$1	0%	\$0	0%	\$0	100%	\$1
Environmental (by Local Government)	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering (by Local Government)	\$13,100	0%	\$0	0%	\$0	100%	\$13,100
Construction (by State)	\$162,692	100%	\$162,692	0%	\$0	0%	\$0
Right of Way (by Local Government)	\$1	0%	\$0	0%	\$0	100%	\$1
Subtotal	\$175,795		\$162,692		\$0		\$13,103
Environmental Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs (5%)	\$655	0%	\$0	0%	\$0	100%	\$655
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs (5%)	\$8,122	0%	\$0	0%	\$0	100%	\$8,122
Indirect State Costs (4.73%)	\$7,695	0%	\$0	100%	\$7,695	0%	\$0
TOTAL	\$192,270		\$162,692		\$7,695		\$21,883

Initial payment by the Local Government to the State: \$661

Payment by the Local Government to the State before construction: \$8,122

Estimated total payment by the Local Government to the State: \$8,783

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-056	AFA ID	Z00006545	CFDA No.	20.205
AFA CSJs	0907-24-056			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	GRAPE CREEK RD IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Safety Improvement Projects 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 **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **improve ped signals on West Ave N**. 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:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	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 utilities, environmental, engineering, construction, and Right of Way for a Safety Improvement Project – Improve Ped Signals on West Ave N from College Hills Blvd to Austin Street as shown in Attachment A.

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

- 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 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

Government shall be transmitted to the State, in the format directed by the State, on a 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:

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

- 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.
- 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

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,

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

- 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).
 - 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.*

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

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.

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](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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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.

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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

Kenneth Stewart
Director of Contract Services

Daniel Valenzuela
City Manager of San Angelo

Date

Date

ATTEST:

APPROVED AS TO FORM

Heather Stastny
City Clerk

Brandon Dyson
Assistant City Attorney

Date

Date

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Shane Kelton
Executive Director of Public Works

Charles Michalewicz
Public Works Project Administrator

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT

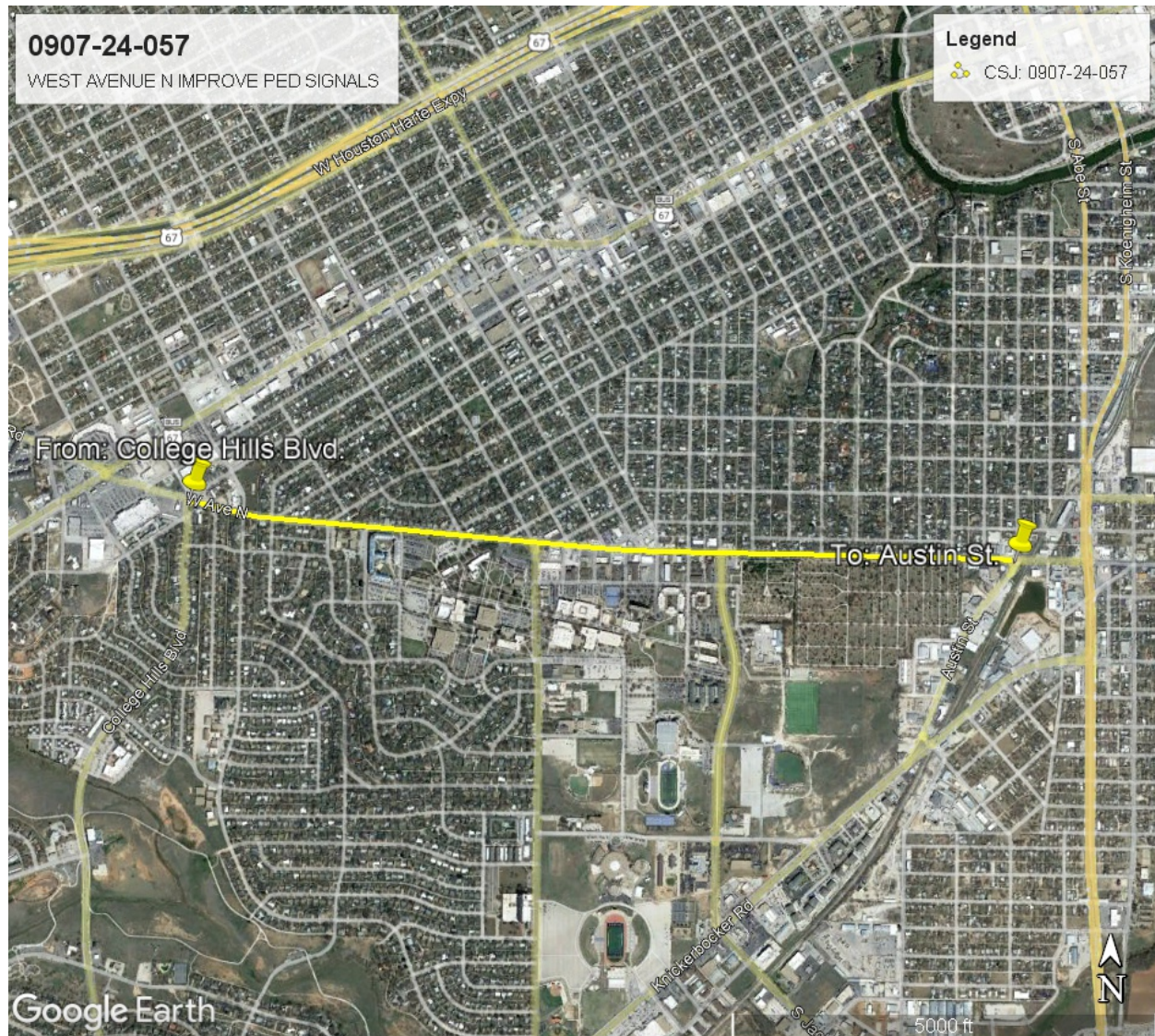


Figure 1: Location of project in Tom Green County. West Avenue N from College Hills Blvd to Austin Street approximately 1.89 miles in distance. [31.4434 03, -100.464074](#).

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
AFA CSJs	0907-24-057			CFDA Title	Highway Planning and Construction
District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED 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 government reaches the maximum obligated amount. The Local Government will then be responsible for 100% of all other costs including overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Utilities (by Local Government)	\$1	0%	\$0	0%	\$0	0%	\$1
Environmental (by Local Government)	\$1	0%	\$0	0%	\$0	0%	\$1
Engineering (by Local Government)	\$11,700	0%	\$0	0%	\$0	100%	\$11,700
Construction (by State)	\$170,264	100%	\$170,264	0%	\$0	0%	\$0
Right of Way (by Local Government)	\$1	0%	\$0	0%	\$0	100%	\$1
Subtotal	\$181,967		\$170,264		\$0		\$11,703
Environmental Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs (5%)	\$585	0%	\$0	0%	\$0	100%	\$585
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs (5%)	\$8,501	0%	\$0	0%	\$0	100%	\$8,501
Indirect State Costs (4.73%)	\$8,053	0%	\$0	100%	\$8,053	0%	\$0
TOTAL	\$199,109		\$170,264		\$8,053		\$20,792

Initial payment by the Local Government to the State: \$591

Payment by the Local Government to the State before construction: \$8,501

Estimated total payment by the Local Government to the State: \$9,092

TxDOT:				Federal Highway Administration:	
CCSJ #	0907-24-057	AFA ID	Z00006546	CFDA No.	20.205
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District #	07-SJ T	Code Chart 64#	37400		
Project Name	WEST AVENUE N IMPROVE PED SIGNALS			<i>AFA Not Used For Research & Development</i>	

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

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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 INSTALLATION OF PED SIGNALS ON WEST AVE N. AND THE CITY'S CONTRIBUTION OF FUNDING TO DESIGN AND CONSTRUCTION ADMINISTRATION IN THE AMOUNT OF TWENTY THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS AND 00/100 (\$20,792.00)

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 116292 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as improvement of ped signals on West Ave N., and

WHEREAS, the City desires to enter into an Advanced Funding Agreement with the State regarding replacement of a ped signal on West Ave N., and

WHEREAS, the City's contribution under the Advanced Funding Agreement shall consist of engineering services in the amount of \$11,700.00 and payment to the State in the amount of \$9,092.00 for engineering and construction services, and

WHEREAS, the City shall be responsible for all non-reimbursable costs and 100% of overruns, if any.

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 of TWENTY THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$20,792.00).

PASSED and APPROVED on this the ____ day of October, 2023.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

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 INSTALLATION OF PED SIGNALS AT GRAPE CREEK ROAD AND 29TH ST. AND THE CITY'S CONTRIBUTION OF FUNDING TO DESIGN AND CONSTRUCTION ADMINISTRATION IN THE AMOUNT OF TWENTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-THREE DOLLARS AND 00/100 (\$21,883.00)

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 116292 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as improvement of ped signals on Grape Creek Rd., and

WHEREAS, the City desires to enter into an Advanced Funding Agreement with the State regarding improving ped signals on Grape Creek Rd at 29th St., and

WHEREAS, the City's contribution under the Advanced Funding Agreement shall consist of engineering services in the amount of \$13,100.00 and payment to the State in the amount of \$8,783.00 for engineering and construction services, and

WHEREAS, the City shall be responsible for all non-reimbursable costs and 100% of overruns, if any.

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 of TWENTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND 00/100 (\$21,883.00).

PASSED and APPROVED on this the ____ day of October, 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: Gail Smith, Budget Analyst, Police

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider an interlocal agreement with Tom Green County providing for Crisis Intervention Unit services with associated costs not to exceed \$23,101 for fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (David Howard)

Staff Recommendation:

Approve

Summary/History:

The county has revised the amount of reimbursement from \$22,921 to \$23,101 after finalizing their FY24 budget for additional expenses due to staff salaries and retirement matching. During budget preparation each year, staff includes a line item for disbursements to Tom Green County for Crisis Intervention Unit Services. The Crisis Intervention Unit responds to crisis calls involving crime victims. They provide counseling, assessment of needs, information and referrals, emergency transportation, and assist with emergency protective orders for victims of family violence. This agreement details services which are provided to the City by the Crisis Intervention Unit.

Funding Source(s):

Financial Impact:

This item is a budgeted item paid from account 101-8000-421.03-30 (Contract Services).

Other Information/Recommendation:

Attachments:

- | | |
|----------------------------------|-----------------------------------|
| 1. Letter_TGC_Interlocal changes | Letter_TGC_Interlocal changes.pdf |
| 2. 2024 Interlocal CIU TGC_1 | 2024 Interlocal CIU TGC_1.docx |

Presentation:

David Howard

Approvals/Reviews:

TOM GREEN COUNTY



September 5, 2023

City of San Angelo

Re: Interlocal Agreement for Tom Green County Crisis Intervention Unit
Interlocal Agreement for Tom Green County Mental Health Unit Services

Please be advised that there has been an increase in the yearly cost for both services and this is due to the retirement increase that was proposed and adopted in the FY24 budget.

The Mental Health Unit Services fee increased from \$ 145,626 to \$ 146,730, a difference of \$ 1,104.

The Crisis Intervention Unit increased from \$ 22,921 to \$ 23,101, a difference of \$ 180.

Thank you for processing the attached interlocals.

A handwritten signature in blue ink that reads "Sandi Kenney". The signature is fluid and cursive.

Sandi Kenney
Executive Assistant to Judge Lane Carter

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR SERVICES FROM THE COUNTY CRISIS INTERVENTION UNIT**

This Interlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 et. seq., by and between Tom Green County, (hereinafter "County") and the City of San Angelo, Texas, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the Crisis Intervention Unit (CIU) is a public service that assists victims of crime; and,

WHEREAS, CIU staff provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assistance with emergency protective orders and respond to death scenes when requested; and,

WHEREAS, the services of the CIU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County ; and,

WHEREAS, the services of the CIU provide a health and safety benefit for the citizens of the City and County;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County CIU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2023 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2024, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay to Tom Green County for CIU services the sum of Twenty-three Thousand One Hundred One Dollars and no cents (\$23,101) upon execution of this Agreement.

2. Should County discontinue the provision of CIU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which CIU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide CIU services through the Tom Green County Sheriff's Department. The CIU services shall:

1. Include provision for sufficient staff and trained civilian volunteers.
2. Provide the CIU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving crime victims in City and County.
4. Provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence and stalking and respond to death scenes when requested.
5. Utilize the funds provided by City pursuant to this Agreement toward support in providing the CIU services, to include a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other entity's employees, agents or representatives.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the Parties.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall require approval of the governing body of each Party.

ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a party hereto, the same shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Title: County Judge
Address: 122 West Harris
San Angelo, TX 76903

Telephone No. 325-653-3318
Fax No. 325-659-3258

To City:

Title: City Manager

Address: 72 West College Ave.
San Angelo, TX 76903

Telephone No.: 325-657-4241

Facsimile No.: 325-657-4335

ARTICLE NO. 15: THIRD PARTIES /VENUE

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

[Signature Page to Follow]

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By: _____
Lane Carter, County Judge

By: _____
Nick Hanna, Sheriff

ATTEST:

Christina Ubando, County Clerk

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider an interlocal agreement with Tom Green County providing for Mental Health Unit services with associated costs not to exceed \$146,730 for fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (David Howard)

Staff Recommendation:

Approve

Summary/History:

The Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request. MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities. The services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County.

Funding Source(s):

Financial Impact:

The City of San Angelo will pay the County \$146,730 to support the Mental Health Unit. The funds for this expense are budgeted in the Police Department FY24 budget.

Other Information/Recommendation:

The City Council previously approved the Interlocal agreement between COSA and TGC at City Council meeting on August 15th, however, TGC staff have since updated the estimate of fees required. Please see the attached letter from TGC.

Attachments:

- | | | |
|----|-----------------------------------|--|
| 1. | Letter_TGC_Interlocal changes | Letter_TGC_Interlocal changes.pdf |
| 2. | FY24 Interlocal TGC Mental Health | FY24 Interlocal TGC Mental Health.docx |

Presentation:

David Howard

Approvals/Reviews:

TOM GREEN COUNTY



September 5, 2023

City of San Angelo

Re: Interlocal Agreement for Tom Green County Crisis Intervention Unit
Interlocal Agreement for Tom Green County Mental Health Unit Services

Please be advised that there has been an increase in the yearly cost for both services and this is due to the retirement increase that was proposed and adopted in the FY24 budget.

The Mental Health Unit Services fee increased from \$ 145,626 to \$ 146,730, a difference of \$ 1,104.

The Crisis Intervention Unit increased from \$ 22,921 to \$ 23,101, a difference of \$ 180.

Thank you for processing the attached interlocals.

A handwritten signature in blue ink that reads "Sandi Kenney". The signature is stylized with a large, flowing "S" and a long, sweeping "y".

Sandi Kenney
Executive Assistant to Judge Lane Carter

**INTERLOCAL AGREEMENT BY AND BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
AND THE TOM GREEN COUNTY SHERIFF
FOR COUNTY MENTAL HEALTH UNIT SERVICES**

This Interlocal Agreement (hereinafter “this Agreement”) is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between Tom Green County, and the Tom Green County Sheriff (hereinafter “County”) and the City of San Angelo, Texas, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter “City”). City and County may be referred to as “Party” or “Parties” herein.

WITNESSETH

WHEREAS, the Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request; and,

WHEREAS, MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities; and,

WHEREAS, the arrival of the MHU allows the patrol unit to return to their law enforcement duties in a timely manner; and,

WHEREAS, the services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the MHU provide a health and safety benefit for the citizens of City and County.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County MHU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2023 (the Effective Date) subject to approval of the governing bodies of each of the parties and shall terminate on September 30, 2024, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay Tom Green County for MHU services the sum of One Hundred Forty-six Thousand Seven Hundred Thirty Dollars and no cents (\$146,730) upon execution of this Agreement.
2. Should County discontinue the provision of MHU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which MHU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide MHU services through the Tom Green County Sheriff's Department. The MHU services shall:

1. Consist of five (5) deputies and one (1) supervisor.
2. Provide the MHU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving the mentally ill or suicidal/homicidal subjects in City and County.
4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.
5. Utilize the funds provided by City pursuant to this Agreement toward support of providing the MHU services, to include salaries, supplies, equipment, and maintenance of equipment, including automobiles.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or

representatives of a Party be entitled to benefits conferred on the other Party's employees, agents or representatives.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the parties. .

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall require approval of the governing body of each party.

ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a Party hereto, the same shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the

same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:

Title: Attn: Daniel Valenzuela, City Manager
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-1070
Facsimile No.: 325/657-4335

ARTICLE NO. 15: THIRD PARTIES/VENUE.

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under State law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By:

Judge Lane Carter
Tom Green County

By:

Nick Hanna, Tom Green County Sheriff

ATTEST:

Christina Ubando, County Clerk

CITY OF SAN ANGELO:

By:

Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

Approved as to content:

By: _____
Frank Carter,
City of San Angelo Police Chief

Approved as to form:

By: _____
Theresa James,
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider ratifying the Fiscal Year 2023 San Angelo Police Department Seizure/Forfeiture fund purchases (David Howard)

Staff Recommendation:

Approve

Summary/History:

Chapter 59 of the Code of Criminal procedure details the guidelines for the Seizure of Contraband. Contraband is defined in Chapter 59 as: Property of any nature, including real, personal, tangible, or intangible, used in a criminal offense or proceeds derived from a criminal offense.

In many cases, it takes years to result in a disposition of a criminal case and awarding of seized property, if any, to the seizing authority. The Texas Code of Criminal Procedure, Articles 59.01 – 59.062, governs the process of Forfeiture of Contraband. It is not possible to estimate the actual collections of forfeited property each fiscal year, so the normal procedure is to use the available funds collected from the previous year/s and any unused funds from the expense accounts from the previous year/s.

The primary use of forfeiture funds can be broken into 5 categories: Equipment, Safety Supplies, Software, K-9, and Vehicles. Purchases using seizure/forfeiture funds follow the same COSA Purchasing Guidelines. The attached document includes a summary of FY2023 purchases. The Texas Code of Criminal Procedure requires that the budget for the expenditures be submitted to the governing body. The budget must clearly list and define the categories of the expenditures.

The use of these funds is at the sole discretion of the Chief and presentation to council is for informational purposes only.

Funding Source(s):

Financial Impact:

Seizure/Forfeiture Funds are Restricted Funds and not included as part of the General Fund Budget.

Other Information/Recommendation:

Attachments:

1. FY2023 Forfeiture Purchases

FY2023 Forfeiture Purchases.pdf

Presentation:

David Howard

Approvals/Reviews:

FY23 Equipment & Technology Purchased with Seizure Funds								
Year	Vendor	P O #	Account	Item Description	Category	Qty	Cost	Subtotal
2023	San Angelo Auto Shop	131449	Local Forfeitures	Repaint vehicles	Equipment	2	\$7,000.00	
2023	L3 Harris	130758	Local Forfeitures	Portable Radios - warranty/service assistant portion	Equipment	5	\$4,568.88	
2023	Granite Defense	131214	Local Forfeitures	Granite Defense - Matrice 30T Drone	Equipment	1	\$12,089.00	
2023	Intergraph/Hexagon	130387	Local Forfeitures	Intergraph Corporation - On Call Records	Software		\$26,872.32	\$50,530.20
2023	Barneys Police Supplies	127514	Federal Forfeitures	SWAT rifles	Equipment	15	\$28,310.85	
2023	GT Distributors	130229	Federal Forfeitures	SantaCruz gun racks - GT Distributors	Equipment	35	\$8,623.00	
2023	Pacesetter K9	129941	Federal Forfeitures	Purchase new K9/ on-site training-1/2 cost	K-9	1	\$7,000.00	
2023	GT Distributors	130998	Federal Forfeitures	GT Dist - 9mm ammunition	Safety Supplies	20M	\$9,925.00	\$53,858.85
GRAND TOTAL :								\$104,389.05

[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider amending Civic Events policies and recommending any related matters (Sidney Walker)

Staff Recommendation:

Approve

Summary/History:

Civic Events staff and the Civic Events Advisory Board's policy committee have worked together to recommend some changes to the policies. Most of the changes are administrative, including removal of all Bly Arena language from our policy, a facility now leased to ASU. The main section we would be amending is the "Security" portion of the policy. The change would allow only clear bags into our venues for all public-ticketed events. The approved clear bags are: Clear Plastic Bag 12" x 6" x 12", Plastic Freezer Bag - One Gallon, Small Clutch Clear Bag - 4.5" x 6.5" (no larger). Exceptions to the clear bag policy will be made for medically necessary items after proper inspection. This "clear bag" policy is becoming standard practice for many venues nationwide.

Allowing us to only accept clear bags will help with the overall safety and security of our guests. This will also help us get our customers into events in a more prompt, timely matter.

Funding Source(s):

Financial Impact:

None.

Other Information/Recommendation:

None.

Attachments:

1. CE Facility Policy Changes- -Staff Draft 2023 CE Facility Policy Changes- -Staff Draft 2023.docx

Presentation:

Sidney Walker

Approvals/Reviews:

CIVIC EVENTS FACILITY POLICIES

(Approved by City Council on October 17, 2023 ~~April 16, 2019~~)

Purpose Statement:

The purpose of this document is to provide procedures and guidelines to follow in the Civic Events Department. These procedures and guidelines should be viewed as directional, informative, and provide guidance for all involved with Civic Events, unless specific policies are negated by existing ordinances.

The development and review of the Civic Events Policies should originate with the Civic Events Departments with recommendations from the Civic Events Advisory Board and approved by City Council.

Definitions:

Booking – an event with a fully executed Short-Term Facilities Agreement and required payments according to the fee schedule.

Capped Payment - A payment that is allowed to fluctuate, but which cannot surpass a stated amount.

Hold – a request from a lessee for a date.

Required Payment – the payment of all required fees according to the fee schedule for the requested event.

Scheduled - an event date held with a required payment, but no executed agreement.

Ticketed Events – Any event that requires a fee for admission including trade shows, tool sales, boat shows, etc.

Total Gross – all earnings from all revenue sources for an event, before deductions.

ADVERTISING AND NAMING RIGHTS

The City's contracted agent for marketing naming rights sponsorships and advertising on City properties holds the exclusive right to solicit and make such contracts on the City's behalf. All such transactions must be conducted by and through the contracted advertising agent.

The City's contracted advertising agent holds the exclusive right to place City advertising (other than public notices and employment ads) with media outlets.

ALCOHOL

The City's contracted Concessionaire holds exclusive rights to provide alcohol at all Civic Events venues (Coliseum, Convention Center, River Stage, Paseo, ~~Indoor Arena~~, Farmers Market). Except for non-ticketed events at the River Stage, the Paseo, and Pecan Creek Pavilion no alcoholic beverages may be brought on the premises of any Civic Event venue unless purchased by the City's Concessionaire for resale. No glass containers are allowed in Civic Events venues. Per the Concessionaire contract, the Concessionaire agrees to "provide full and complete alcoholic beverage service, including ice, for each event held on the Premises for which alcoholic beverage service is requested by the client and which service is approved by the City Manager or his designee."

Alcoholic beverages may be brought into the River Stage, the Paseo, and Pecan Creek Pavilion during non-ticketed events. Lessee must provide liquor liability insurance that names the City of San Angelo as additional insured. Lessee must employ at Lessee's sole expense, a local off-duty uniformed SAPD certified peace officer(s) as security at all functions at which alcohol is present. The Civic Events Manager will determine the number of officers.

All local ordinances and state laws pertaining to alcoholic beverages must be adhered to.

BOOKING

With the exception of conventions and public events attended by at least 500 people, the use of facilities may be booked up to one (1) year in advance unless otherwise approved by the Civic Events Manager and documented for the Civic Events Advisory Board.

Facilities and dates are considered a contractual, or confirmed, commitment only upon the execution of the Short-Term Public Facility Agreement by the event sponsor and the Civic Events Manager specifying all details of the commitment and the receipt of the required payment..

Staff will inform promoters of any like events that are booked to occur one month prior to or after their planned event.

BOOKING SCHEDULE

For non-ticketed events, a fully executed Short-Term Facilities Agreement and required payment must be received within 10 days of the Lessee's request. If the full fee and executed contract is not received by such date, the booked date may be released.

For ticketed events, a fully executed agreement and a payment in the amount of the facilities rent fee must be received within 10 days of booking.

The Convention & Visitors Bureau is allowed to hold dates no more than five years in advance unless agreed upon with Civic Events Manager. If less than a year out, Civic Events shall inform CVB of pending convention dates to ensure that they are released in a timely manner for open public or private bookings.

CAMPER HOOKUPS

~~INDOOR ARENA – There are water and electrical hookups available at a rate by the Council approved fee schedule. There are no sewer connections. The charge for camper hookups will be included in the event’s settlement agreement. Prices will be adjusted to match those charged at the San Angelo Fairgrounds by the San Angelo Stock Show & Rodeo Association anytime the SASSRA change rates.~~

PASEO GROUNDS – There are electrical hookups available at a rate by the Council approved fee schedule. There are no water or sewer connections. The charge for camper hookups will be included in the event’s settlement agreement. Prices will be adjusted to match those charged at the Indoor Arena anytime rates change there.

CANCELLATION/REFUNDS

If the Civic Events Manager cancels a Short-Term Public Facility Agreement at any time, Lessee will receive a full refund of all payments made. If Lessee cancels the Public Facilities Agreement prior to ninety (90) days before the event, Lessee will receive a refund equal to one-half of the required payment. If the Lessee cancels the Public Facilities Agreement within ninety (90) days of the event, Lessee will forfeit the entire payment.

CAPPED RATE FOR PUBLIC TICKETED EVENTS

The Civic Events Manager can negotiate a capped payment of the Civic Event’s facility being rented by a promoter or event company for ticketed events. The capped payment cannot be less than the rental rate that is stated on the Fee Schedule and cannot exceed 10% of the total gross. Once the rater is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment.

CARSHOWS

Shows involving the display of cars, motorcycles and/or other motorized vehicles must place drip pans under all vehicles and must comply with all fire codes.

CATERER REQUIREMENT AND PAYMENTS

All caterers must sign and adhere to a Catering Agreement with the City of San Angelo. Lessees can use only those caterers that are on the City's Approved Caterer's List.

Reinstatement of catering privileges lost because of non-payment requires full payment of outstanding balances and late fees, and approval by the Civic Events Manager. The Civic Events Manager reserves the right to require a payment in advance on future bookings from caterers who have been delinquent in payment.

Lessees may provide their own food at private events if neither the preparer of the food is paid any fee nor anyone attending the event is charged for eating the food.

CONCESSIONS

The City's contracted concessionaire holds exclusive rights to provide food and non-alcoholic beverages at the Coliseum, Convention Center River Stage, and Tiered Plaza. ~~The City's contracted concessionaire holds exclusive rights to sell food and non-alcoholic beverages at the Indoor Arena for ticketed events only.~~ The City's contracted concessionaire holds exclusive rights to sell alcohol at ticketed events at the Coliseum, Convention Center, Farmer's Market, ~~Indoor Arena~~, Paseo Pavilions, Pecan Creek Pavilion and Park, River Stage, and Tiered Plaza.

CONVENTION CENTER KITCHEN

The Convention Center kitchen is a "catering kitchen" that may be used by caterers only if they have signed a Catering Agreement with the City of San Angelo and are on the City's Approved Caterers List. Any lessee who rents the Convention Center is allowed access to the Convention Center's ice machine and reverse osmosis water system. Any Lessee who is not a City approved caterer wishing to bring food into the Convention Center for their function may use the kitchen after paying a \$100/day fee in advance. The fee includes use of the Convention Center's refrigerator, freezer, tea and coffee makers, warmers and food preparation areas. Cooking by anyone other than a City-approved caterer is not allowed.

If Lessees fail to clean the kitchen to the satisfaction of the Civic Events Manager or the Manager's designee, the amount of staff time and cleaning materials associated with the cleanup will be billed to the lessee.

DAMAGE/ CLEANING COST

Lessees shall be responsible for returning Civic Events property to pre-event condition and agree to compensate Civic Events for damages or clean-up costs. Clients renting the El Paseo, Pecan Creek Pavilion, or the Farmers Market must clean up after the event has ended. Civic Events employees will conduct a pre-and post-event survey of City property with the applicant to verify condition of City property. Cost for clean-up will be charged at hourly staff rates plus the direct cost of any repairs. All damages will be assessed by the Risk Manager and the cost will be billed to the Event applicant.

DONATION vs. TICKETED EVENT

Any monetary amount suggested or required for entrance or admission into an event shall be considered a ticketed event, which is subject to a rental rate of 10 percent of gross ticket sales. If admission to an event consists of “Donations Only,” the base rental for the facility will apply

EMERGENCIES

Civic Events staff will be available or on call at all times during an event. Certified peace officers will be on the premises if required. (See “Security.”)

FACILITY DISCOUNTS

Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if:

- They show a history of using an average of at least 200 hotel rooms per night during their event. “Existing, established events” are defined as events that have met at least annually for a minimum of the past three years.
- They work through the San Angelo Chamber of Commerce’s Convention and Visitors Bureau to book and plan their event.
- They offer documented proof within 10 working days of the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms per night were booked and used during the course of the event. After the event, rooms will be tracked based on pick up reports returned to the CVB by the hoteliers.

Organizers/promoters of existing established events could earn larger facility rental discounts at the rate of 1 percentage point for every 15 rooms above the average of 200 San Angelo hotel rooms per night.

Organizers/promoters of existing established events must pay a required payment equal to the contracted discount of the facility's rental fee. Failure to provide documented proof within 10 working days from the end of their event of the average number of San Angelo hotel rooms booked and used per night during the course of the event will result in the loss of the required payment

Organizers/promoters of new events can earn a 50-percent discount off the daily rental rates of Civic Events facilities by following the same procedure as existing events. New events must pay a required payment equivalent to the full rental rate. If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms were booked and used during the course of the event, 50 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 150 San Angelo hotel rooms were booked and used during the course of the event, 33 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 100 San Angelo hotel rooms were booked and used during the course of the event, 25 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

Deviations from this policy must be reviewed and approved by City Council with a recommendation from the Civic Events Advisory Board.

FACILITY USE FEE

A facility fee per ticket is charged on all tickets sold as shown on fee schedule.

Promoters may comp only 10% of the total amount of sold tickets. If a promoter comps more than 10% of the sold amount, the promoter must pay the Facility Use Fee on each ticket above the 10% threshold.

GLASS CONTAINERS

Glass containers are prohibited in Civic Events facilities per city ordinance, with the exception of wine glasses, wine bottles and punch bowls in the Convention Center.

INSURANCE

The sponsor of an event is required to have commercial general liability insurance for bodily injury or death in the minimum amount of \$1,000,000 and property damage to rented premises in the minimum amount of \$100,000. Such coverage shall name the City of San Angelo as additional insured and provide for a waiver of subrogation of all claims in favor of the City. The insurance must be issued by a company licensed to do business in the State of Texas. Lessee must furnish proof of coverage to the Civic Events Manager or his designee at least ten (10) business days prior to the event. In the event Lessee wishes to purchase insurance through the City's Risk Manager, estimated payment of insurance is due/payable at the time the Public Facilities Agreement is signed.

INTERNAL USE POLICY

The use of Civic Events facilities by City departments and divisions is governed by the City's internal use policy, approved by the City Manager on August 18, 2009.

MULTIPLE USE

A client contracting for a minimum of ten (10) events in a calendar year (January – December) for use of the small meeting rooms (those other than the 12,000-square-foot large meeting room in the center of the facility) at the Convention Center will be granted a twenty-five percent (25%) discount per room, during weekday business hours, provided additional labor is not required or other costs are not imposed on the City. In the event additional labor is required or other costs are imposed, Lessee will pay such costs at the regular rates.

A client contracting for a minimum of four (4) public ticketed events at one time at the River Stage, Convention Center or Coliseum within a 12-month span will be deemed a multiple user. A rental rate of 50% off of the facilities rental rate will be applied to the fourth concert. The fourth concert must be held at either the River stage or the Coliseum. The discount will apply if one of the concerts is cancelled by circumstances beyond the promoter's control, including weather, an act of God, the unavailability of the venue because of a natural disaster or other emergency operation, or the health of the performer.

Multiple use for all other events is defined in the "facility use fee" policy.

NOVELTIES

The percentage of all after tax revenue from sale of novelties, or a flat fee for novelty sales negotiated prior to the event by the Civic Events Manager, is due and payable to Lessor immediately following the completion of sales or no later than the day of the event if a flat fee is negotiated. These novelty items include printed programs, souvenirs, tapes, CDs, books, T-shirts and other items identified as a novelty by the Civic Events

Manager. Exhibitors and vendors directly related to a convention or trade show are exempt from this policy.

OUTSIDE FOOD AND BEVERAGE

Unless approved by the Civic Events Manager, the public is prohibited from bringing food and beverages that are not purchased on site into the Coliseum, Convention Center, and River Stage during events at which concessions are offered for sale, ~~excluding the San Angelo's Symphony's July 3 Pops Concert at the River Stage.~~

POST-EVENT BREAKDOWN – (OUTSIDE VENUES)

If Lessee chooses to pay for pickup of litter and/or removal of decorations at any outside venue, Lessee will pay the hourly staff rate. Should the breakdown require staff overtime, Lessee will be charged the resulting overtime rate.

RESTRICTIONS – (OUTSIDE VENUES)

FARMER'S MARKETS – No painting will be done in or around the Farmer's Market. Any violations of this policy will result in the Lessee's being billed at cost to return the venue to its prior condition.

PASEO GROUNDS – No painting will be done in or around the Paseo Grounds. No motor vehicles, with the exception of RV's, are allowed on the Paseo Grounds. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed on the Grounds. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Care must be taken with those exceptions to prevent damage to park infrastructure (i.e. irrigation systems and sprinkler heads). Tents may be staked on the Paseo grounds only at designated or approved locations.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped on the Paseo grounds.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

PASEO PAVILIONS – No nails, tacks, pins or tape will be put in or on any structure. Decorations may be attached with strings or zip ties, provided they are not attached to fans and all strings and zip ties are removed after the event. No painting will be done in or around the Pavilions. No motor vehicles are allowed in the Pavilions. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed in the Pavilions. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Tents may not be staked in the pavers between the pavilions. Tents

may not be anchored by trying to any fixture, including light poles, flagpoles, monuments or the pavilions. Tents may be anchored with water barrels.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped in the Paseo pavilions.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

RIVER STAGE – No nails, tacks, pins or tape will be put in any wall. Decorations may be attached with strings and zip ties, provided all strings and zip ties are removed after the event. No painting will be done in or around the River Stage. Tents may be staked on the River Stage grounds only at designated or approved locations.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

SECURITY

Lessees and/or sponsors of an event must have Texas State certified police officers present, if required by the Civic Events Manager. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well-as other factors.

If certified police officers are required for an event, at least one of the officers must be a City of San Angelo officer. If certified police officers other than City of San Angelo officers provide security at an event, the event sponsor must coordinate those officers and inform the Civic Events division that the officers have been secured for the event and provide a point of contact.

The San Angelo Police Department will work with the Civic Events Division to coordinate SAPD security officers for the event. SAPD is responsible for collecting payment from the lessee at the conclusion of the event.

All public ticketed events must provide private security for bags and guest checks.

Prohibited Items: alcohol, animals, bottles, cans, and beverage containers of any kind, costumes, firearms permitted by law, flasks, inflatable objects, laser pointers, mace (pepper spray or tear gas), outside food or beverage, poles, sticks or rods of any kind, swords, video cameras (*only at public ticketed events)

Exceptions will be made for those with medical requirements and/or special needs.

Only approved clear bags will be allowed in the venues for public ticketed events. The approved clear bags are:

Clear Plastic Bag 12" x 6" x 12"

Plastic Freezer Bag – One Gallon

Small Clutch Bag – 4.5" x 6.5" (no larger)

Exceptions to the clear bag policy will be made for medically necessary items after proper inspection.

All "Short-Term Public Facility Agreements" must abide by the prohibited items list.

SMOKING

City ordinance prohibits smoking in all indoor and outdoor venues and at the River Stage. Smoking is prohibited underneath the Paseo, Farmers Market, ~~Indoor Arena~~ and Pecan Creek Pavilion. Smoking is allowed in designated areas.

SPECIAL EVENTS

If an event that utilizes a Civic Events venue also makes use of other public properties, the organizers of that event must seek a Special Events permit and comply with the City's Special Events policy.

It is the sole responsibility of clients leasing all facilities to obtain and pay for all necessary permits to meet the City of San Angelo's requirements. These include but are not limited to street closure, health and sign permits.

~~STALLS — INDOOR ARENA~~

~~There are stalls available at the Indoor Arena. For the price per stall, see the Fee Schedule. The cost will be included in a Lessee's final settlement. Temporary stalls in the arena are prohibited until all permanent stalls are rented and only if approved by the Civic Events Manager.~~

TENTS

Tents may be utilized at the Coliseum and Convention Center parking lots as long as the stake holes are filled and the lot is returned to the pre-tent condition at the conclusion of the event. Tents may be staked on the Paseo and River Stage grounds only at designated or approved locations. Stake holes must be filled with dirt and the grounds returned to the pre-tent condition at the conclusion of the event.

TICKET VENDOR GUIDELINES

General

The City of San Angelo is requesting qualifications from vendors for facility ticketing services. All qualified vendors will be added to a non-exclusive, approved vendor list that promoters will be allowed to select from for ticketed events at City facilities.

Scope of Services

In order for a Qualification to be considered, the vendor must demonstrate a capacity to perform all of the services described below to provide ticket sales and services for public events. The qualified vendors will then be able to provide ticketing services for City events upon request.

When booking a ticketed event, promoters are allowed to pick a ticketing vendor who has the authority to sell tickets for events at our Civic Events Facilities. The ticketing vendor must meet the requirements below to be added to the vendor list.

1. The provider shall not be a third party ticket distributor or affiliate.
2. The provider shall staff events for Box Office sale the day of and during the event at no cost to the City of San Angelo ("City"). Provided staff cannot be a relation/family member of the promoter of the event.
3. The provider shall be able to provide the City with all equipment needed for day-of operations (ie. ticket scanners, etc.) for all public events for which tickets are sold. The City will provide one staff person to take tickets at no charge. Provider shall bear all costs of any additional staff needed to take tickets on the day of the event.
4. The provider shall be able to build the event with the promoter and City Civic Events staff based on the venue and design and print tickets. No tickets shall go on sale until the venue set up is approved in writing by the Civic Events Manager.
5. The provider shall be able to provide detailed reports with information on the amount of tickets sold, event revenue, and customer demographics to Civic Events at the conclusion of every event. The provider shall provide the Civic Events Manager with full access into the backend system to track ticket sales and run reports on the events for revenue and customer demographics.
6. The provider shall be able to provide a "cash advance" on the day of the event for promoters, if requested. "Cash advance" must not be greater than what is owed to the City from the current tickets sold.

7. The provider shall be able to settle with the City Civic Events department after the box office is closed or at a time agreed upon in writing with the Civic Events Manager. The provider shall be able to settle with the City Civic Events department after the event, including facility fees, venue rental fees and any other agreed fees. At settlement the City will be paid by company check by the ticketing provider. If the total outstanding balance to the City is under \$1,000, then the promoter is allowed to write the check.
8. The provider shall provide a phone or online customer ticketing order and information service to answer any ticketing questions.
9. The provider shall provide at minimum one ticket outlet with all equipment necessary to ring up the ticket sales in real time.
10. The provider shall be able to provide refunds within 10 business days to the customers, if the event is cancelled.
11. The provider shall be able to handle all cash sales of public ticketed events. The City will not be involved with any cash dealings or purchasing of tickets.
12. The provider must provide the current insurance requirements to be operational at our facilities.

Commercial General Liability:

Minimum Limits:	\$1,000,000	Each Occurrence
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$100,000	Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$1,000,000	Combined Single Limits
-----------------	-------------	------------------------

Workers Compensation:

Minimum Limits:		WC EL Statutory Limits
Disease	\$500,000	each accident
Disease	\$500,000	each employee
	\$500,000	policy limit

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider amending Civic Events by-laws and recommending any related matters (Sidney Walker)

Staff Recommendation:

Approve

Summary/History:

Civic Events staff and the Civic Events Advisory Board 's By-laws committee have worked together to review and recommend changes to the current by-laws. The only recommended change is the removal of any Bly Arena language, a facility now leased by Angelo State University, and grammatical errors. No other changes were made to the by-laws.

Funding Source(s):

Financial Impact:

None.

Other Information/Recommendation:

None.

Attachments:

1. Civic Events Advisory Board BylawsDraft - 2023 Civic Events Advisory Board BylawsDraft - 2023.docx

Presentation:

Sidney Walker

Approvals/Reviews:

CIVIC EVENTS ADVISORY BOARD BYLAWS

Vision Statement: To be the preferred host for Entertainment, Business, and Community Events in West Texas.

Mission Statement: To enhance the quality of life of our citizens and business partners by providing quality events and facilities in a clean, comfortable and safe environment.

Article I

Purposes, Duties, Powers and Conduct

Section 1. Purposes: The Civic Events Advisory Board ("Board" herein) is organized and created by City ordinance Article 2.2200 to advise the City Council of the City of San Angelo, the City Manager and his/her representatives.

Section 2. Duties: The Board shall advise the City Council on matters of policy and the City Manager and his/her representatives on administrative matters regarding the operation of the McNease Convention Center, Foster Communications Coliseum, the Bill Aylor Sr. Memorial River Stage, Farmers Market, ~~City of San Angelo Indoor Arena~~, Pecan Creek Park Pavilion, El Paseo de Santa Angela. The Board is authorized to formulate and enact rules and policies regarding the operation of public facilities, which are effective following the review and approval of the City Council. The City Council may formulate and enact different rules and policies at any time.

Section 3. Powers: The Board may exercise all powers and do all lawful acts delegated to it or permitted by City ordinances, state statutes and these bylaws.

Section 4. Conduct: The Board and its members shall conduct itself in a manner that's in keeping with the standards, rules, regulations, policies and practices established by the City Council for itself and all City Boards and Commissions.

Approved by City Council Oct 17, 2023

~~Oct. 17, 2017~~

Article II

Members of the Board

Section 1. Members: The Board shall consist of seven (7) members. Board members shall receive no compensation for services.

Section 2. Appointment: Board members shall be appointed by the City Council under procedures established by the Council.

Section 3. Qualifications: Board members shall have such qualifications as prescribed by the City Council. All members must be of voting age and a resident of the City of San Angelo.

Section 4. Term of Office: Board members shall be appointed for a three (3) year term beginning on Jan. 1 of the year of the appointment. No member shall be eligible to serve more than two (2) full consecutive terms. After one (1) year off the Board, a person becomes eligible to serve two (2) more consecutive terms.

Article III

Meetings

Section 1. Regular Meetings: The Board shall hold one (4) quarterly meetings each year. The meetings shall normally be held at noon on the last Thursday each month at the McNease Convention Center. The Board may periodically meet at other Civic Events venues. All meetings shall be public and conform to law.

Section 2. Special Meetings: The Board President may call a special meeting with no less than seventy-two (72) hours notice. In cases of emergency, the Board President may call a meeting with no less than (2) hours notice. Upon the request of three (3) Board members, the President shall call a special meeting with no less than seventy-two (72) hours notice. In all instances of special meetings, Board members must be notified in writing, by e-mail and/or by telephone. Special meetings shall be held at

Approved by City Council Oct 17, 2023

Oct. 17, 2017

the McNease Convention Center on a date at a time designated by the President. All special meetings shall be public and conform to law.

Section 3. Executive Sessions: The criteria for a board to hold an executive session are established by the Texas Open Meetings Act, which requires the board to first meet in open session, identify the section of the law under which the closed meetings is held, recess into executive session, reconvene in open session and vote in open session. A certified agenda or a tape recording of the proceedings of each closed meeting is required. The reason for executive sessions are: 1) Consultations with attorney regarding pending or contemplated litigation, or a settlement offer; 2) Deliberations about real property; 3) Deliberations regarding gifts and donations; 4) Personnel matters; and 5) Deliberations regarding security devices or security audits.

Section 4. Attendance Conclusive of Notice: Attendance by a Board member at any regular or special meetings shall be conclusive evidence of receipt of notice of the meeting by that member. Members must attend all Board meetings unless they notify the Board President or Staff Liaison they will be absent because of personal or family illness, family emergency, funerals or employment. Absences without notification shall be considered unexcused.

Section 5. Quorum: A quorum of at least four (4) members is necessary to conduct any Board meeting. Once the Board's membership drops from eight (8) to seven (7) members, per the City Council's directive, a quorum of at least four (4) members will be necessary to conduct any Board's meeting.

Section 6. Vote: Each Board member shall have one vote, which must be exercised in person. The vote of a majority of members present and voting at a meeting at which a quorum is present shall be the vote of the Board. All Board members shall comply with the conflict of interest statement, which is attached as Exhibit A.

No member should act independently on behalf of the Board, on any matter under the Board's jurisdiction or purview without the express authorization, instruction or appointment by the Board. Should members speak to a group or individual who have matters under the Board's jurisdiction or purview without the authorization, instruction or appointment to do so, those members should make clear they are acting on their own behalf and not representing the Board.

Section 7. Termination of Board Members: Any Board member who has missed three (3) unexcused meetings in a calendar year because of personal or family illness, family emergency, funerals or employment, or who misses four (4) meetings

total in a calendar year, shall be deemed to have resigned, and the Board shall immediately notify the City Council that a vacancy exists.

Article IV

Officers

Section 1. Designation of Officers: The Board shall have a President and Vice President. The Civic Events Manager shall perform the duties of Secretary, but will not be a voting member of any Committee or the Board.

Approved by City Council Oct 17, 2023

~~Oct. 17, 2017~~

Section 2. Election: At the beginning of the regular meeting each January, the Vice President shall ascend to the Board's Presidency, and the Board shall elect a new Vice President. The Board's Nominating Committee will make nominations for Vice President. Election shall be determined by a majority vote of the members present.

Section 3. Terms: The President and Vice President shall serve a term of one (1) year in each office. Terms will begin and end when officers are seated and elected at the end of the previous officers 12th month in office. .

Section 4. Consecutive Terms: Having served two (2) consecutive terms in office, a member shall not be eligible for re-election to an office for one (1) year after completion of the second consecutive term.

Section 5. Duties and Authority of Officers:

- A. **Chairman** – The President shall preside over all meetings of the Board and shall be responsible for accomplishing all directives, purposes, duties and responsibilities imposed on the Board by the City Council. The President shall appoint members of all committees, as he/she deems necessary and shall designate the Chairman of all committees. The President shall sign official documents on the Board's behalf.
- B. **Vice Chairman** – In the absence, disability or disqualification of the President, the Vice President shall perform the duties and exercises the powers of the President. The Vice President shall also perform other duties prescribed by the Board.

~~Oct. 17, 2017~~

Approved by City Council Oct 17, 2023

Article V

Amendment

These bylaws may be amended, altered or changed only by a majority vote of the Board, subject to final approval by the City Council. The bylaws and amendments shall be filed with the City Clerk.

~~Oct 17, 2017~~

Approved by City Council Oct 17, 2023

Date: _____

Mayor

Civic Events Board Chairman

Civic Events Board Secretary

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Consider ratifying a resolution by COSADC authorizing a project under Chapters 501 and 505 of the Texas Local Government Code to utilize sales and use tax funds in an amount not to exceed \$29,700 as an Economic Development Incentive to Lip Chip, LLC, subject to City Council approval and authorizing the board president to negotiate and execute all necessary documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Lip Chip is an existing company in San Angelo which intends to build a new production facility for the manufacture of computer microchips to be implanted in horses. These chips will remotely monitor various health conditions of the animal.

Lip Chip intends to build the new facility at 2031 Shahan Road which is outside the city limits, but within the City's Extra Territorial Jurisdiction (ETJ). Its location in the ETJ somewhat limits the incentives available from COSADC. Due to the fact that no property taxes will be paid to the City, the economic impact to the City is somewhat reduced. However, building supplies will most likely be purchased in the City, personnel will still shop in the City and much of the available workforce will come from within the City.

Lip Chip plan to invest \$20,000,000 in the new facility and \$8,600,000 in new equipment. They currently have 7 employees and are planning for an additional 18. Average wages are \$37,000 per year and they anticipate a future payroll of \$1,250,000 per year.

The State of Texas requires "Community Support" for any project in which they will participate.

Staff is proposing a job creation incentive of \$29,700 or \$1,650 per FTE. The Return on Investment is calculated to be 7.6 years.

Funding Source(s):

Financial Impact:

\$29,700 for a new project. Budget Amendment required.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: October 17, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance reauthorizing Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances which expired November 15, 2018 (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

COSADC has received several requests for tax abatements on both recruitment and BREP projects. The latest Tax Abatement Ordinance was adopted November 15, 2016 and automatically terminated on the second anniversary (November 15, 2018). COSADC has recommended to Council in their resolution of June 28, 2023 that the Council consider a tax abatement to Technology Towers LLC, a company proposing to invest over \$5M in an existing building in San Angelo. There are also a number of business prospects exploring the possibility of relocating or expanding into the San Angelo area that have also inquired about tax abatements. The current tax abatement ordinance, Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances expired November 15, 2018. In order to participate in tax abatements the City will be required to approve a resolution, institute a new ordinance and take certain steps in notifying the Public and other taxing entities of their intent to participate in the program.

The following table shows the previously approved abatement schedule. The abatement period is a maximum of 7 years. The following is a table showing the abatements as previously approved by Council.

Percent of Created Value to be Abated	Capital Cost of the Project* or Permanent Jobs**	
0%	\$0 - \$249,999	0-4
20%	\$250,000 - \$500,000	5
30%	\$500,001 - \$750,000	10
40%	\$750,001 - \$1,000,000	15
50%	\$1,000,001 - \$2,500,000	20
60%	\$2,500,501 - \$5,000,000	25
75%	Over \$5,000,000	30

Council approved this item at their October 3, 2023 meeting.

Funding Source(s):

Financial Impact:

No fiscal impact at this time. Ordinance only.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|-----------------------------|
| 1. | Tax Abatement Ordinance | Tax Abatement Ordinance.pdf |
|----|-------------------------|-----------------------------|

Presentation:

Michael Dane

Approvals/Reviews:

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, REAUTHORIZING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.09 “TAXATION”, DIVISION 3 “UNIFORM TAX ABATEMENT POLICY”; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code (hereafter the “Act”), requires a taxing unit to adopt guidelines and criteria to become eligible to participate in tax abatement; and

WHEREAS, the Act provides that adopted guidelines and criteria are effective for two years from the date adopted; and

WHEREAS, the City Council of the City of San Angelo previously adopted Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” of the City of San Angelo Code of Ordinances, which expired by its terms on November 15, 2018; and

WHEREAS, the City Council desires to reauthorize the Uniform Tax Abatement Policy for another two year period as provided by the Act.

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

Section 1. That Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” is hereby reauthorized with the same guidelines and criteria previously adopted, to be effective for two years in accordance with the Property Redevelopment and Tax Abatement Act.

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

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

INTRODUCED with public hearing the 19th day of September, 2023, and finally PASSED this 3rd day of October, 2023.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget

Meeting Date: October 17, 2023

Item type: Regular Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for Historic Orient Santa Fe Depot, Inc. (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

This proposed amendment contains the following items (additional information attached):

- Hotel Occupancy Tax Funds to be granted to the Historic Orient Santa Fe Depot, Inc

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Hotel Occupancy Tax Fund			\$25,000

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------|------------------------------|
| 1. | 2023 10.03 Ordinance | 2023 10.03 Ordinance.docx |
| 2. | BA Memo - Railway Museum | BA Memo - Railway Museum.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, FOR HISTORIC ORIENT SANTA FE DEPOT, INC.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2023-2024 be amended by the amounts contained in **Exhibit "A" and "D"**.

INTRODUCED with public hearing on the 3rd day of October 2023, and finally PASSED on this 17th day of October 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, Finance Director

Theresa James, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
Hotel Occupancy Tax Fund	-	25,000	(25,000)
	\$ -	\$25,000	\$(25,000)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Historic Orient Santa Fe Depot, Inc	Hotel Occupancy Tax Fund	-	25,000	(25,000)
		\$ -	\$25,000	\$(25,000)

Memo

To: Tina Dierschke, Finance Director
From: Kimberly Holle, Budget Manager
Date: 09/19/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget funds approved by City Council as requested from Historic Orient Santa Fe Depot, Inc

Source of Funding:

Hotel Occupancy Tax fund balance

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

Yes, City Council meeting on 9/19/23

Project/Budget to be amended	Revenue	Expense
Historic Orient Santa Fe Depot, Inc		25,000

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: October 17, 2023

Item type: Regular Item

Caption:

Chamber of Commerce Economic Development Midyear Update & 2022 look back presentation
(Presentation made by Chamber Vice President of Economic Development Michael Looney)

Staff Recommendation:

Summary/History:

The Chamber of Commerce Economic Development staff will provide an update of their activities through mid 2023 and a "look back" at their accomplishments for 2022.

Funding Source(s):

Financial Impact:

No fiscal impact. Update presentation only.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: October 17, 2023

Item type: Regular Item

Caption:

Consider a request for an appeal of the Planning Commission's denial of a Conditional Use, CU23-41 for a Short-Term Rental, located at 2274 Joy Rd. in the RS-1 zoning district (Presentation made by Planning & Development Services Director Jon James)

Staff Recommendation:

Direction from Council

Summary/History:

The owner/operator of the property is requesting to appeal the Planning Commission's decision to deny a conditional use for a short-term rental located at 2274 Joy Road, which was denied at the Commission's September meeting. There was some opposition and questions raised at the meeting but the owner/operator was not able to attend the meeting to address the items.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission denied the request for a Conditional Use for a Short-term Rental at the September meeting with a 6-0 vote.

Attachments:

- | | | |
|----|---------------------------|--------------------------------|
| 1. | CU23-41-City Council Memo | CU23-41-City Council Memo.docx |
|----|---------------------------|--------------------------------|

Presentation:

Jon James

Approvals/Reviews:

MEMO



Meeting

Date: October 17, 2023

To: City Council

From: Aaron Vannoy
Assistant Director Planning and Development Services, City of San Angelo

Request: Appeal of denial of **CU23-41 2274 Joy Rd.** - Short-Term Rental request

Background: 2274 Joy Rd. is located in the Nasworthy neighborhood with Single Family Zoning (RS-1) and in City Council District 1, Tommy Hiebert. No other properties along Joy Rd have applied for a conditional use to become a Short-term Rental since 2017.

Notification: 8 notices were mailed out to property owners within the 200 feet. To date we have received 3 responses in opposition and one in support. These are included at the end of this memo.

Information: This property does not currently have adequate paved parking; however, there is space available for paved parking, which will be a condition of approval. The lot is the smallest along Joy Rd, but still exceeds the minimum lot size for RS-1 zoning, being 56' wide and 152' in depth. The house on the property to the north at 2278 Joy Rd is located 127' from their front property line of the subject property. The back yard begins at 100' from the front of the property (see attached map). The designated local operator (Tim White) resides at 2917 Bluebonnet in San Angelo.

Staff Recommendation:

Staff recommends the **APPROVAL** of the request for Conditional Use to allow the property at **2274 Joy Rd** to operate as a Short-Term Rental **with three conditions of approval.**

- Create and maintain 2 paved off-street parking spaces
- Obtain a change of occupancy from Permits & Inspections
- Obtain a fire inspection annually

This approval would be good for one year. A renewal request will need to be submitted by the August deadline for consideration at the September 2024 Commission meeting.

Planning Commission Action:

At their September 18 meeting, the Planning Commission **DENIED** this request for a Conditional Use for a Short Term Rental (STR) by a vote of 6-0.

2274 Joy Rd Site



Notification Map



200' Notification Map
CU23-41 2274 Joy Rd
Council District: #1 Tommy Hiebert
Neighborhood: Nasworthy
Scale: 0.00 0.015 0.03 0.045 0.06
Miles

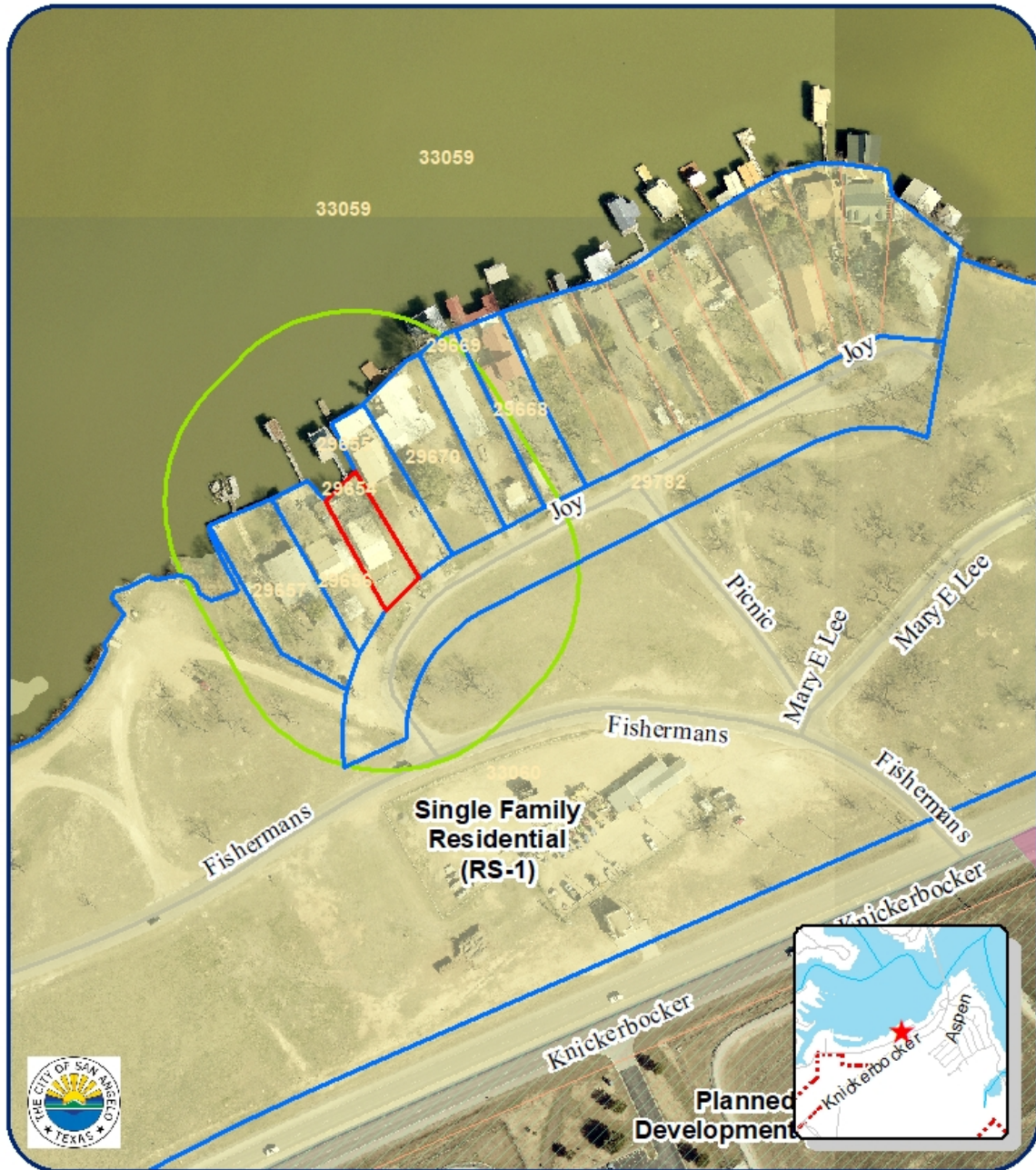
Subject Properties: ———

200' Buffer: ———

Notified Properties: ———

N

Zoning Map



Zoning Map		
CU23-41 2274 Joy Rd		
Council District: #1 Tommy Hiebert		
Neighborhood: Nasworthy		
Scale: 0.000 0.15 0.03 0.045 0.06 Miles		Subject Properties: — 200' Buffer: — Notified Properties: —

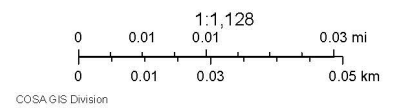
2274 Joy Rd – Distance from Front Property Line

2274 Joy Rd - STR



9/8/2023, 12:56:19 PM

 Parcels



COSA GIS Division

ArcGIS Web AppBuilder
none | COSA GIS Division | COSA GIS Divisions | City of San Angelo Copyright 1987-2014 |

Response from Citizens

CASE #: CU23-41

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

Mailing To:

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

Email: planning@cosatx.us

Name: HARPER WILLIAM R & DELLAH L
Parcel I.D.: 29669
Address: 6624 PINEHURST DR

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____



Re: Case No. CU23-41 Operator: Shelby N. Monty. 325-315-8961 Request for Approval of a Short-term Rental Conditional Use at 2274 Joy Road, San Angelo, Tx. Loretta and I own the home at 2250 Joy Road, and we are highly opposed to the granting of a Short-term Rental Conditional Use at 2774 Joy Road, just down the road from our home. Joy Road is the only street in this little neighborhood. It is comprised of 99% owner-occupied homes. The granting of this permit would create a property that is totally out-of-step with this small family neighborhood, and would most definitely have a negative effect of our quality of life and on our property values. This is not a partying neighborhood, and a short-term rental would not be welcomed on Joy Road. I urge you to deny this application, in order to continue to maintain Joy Road a quiet family street that we can all enjoy. Approval of a Short-Term Rental Conditional Use permit would mean the likelihood of loud parties at all hours of the night, possibly seven nights a week. It would be totally out of character for the small family homes that comprise Joy Road. I plead with you to deny this application!!!!

Respectfully submitted, Jerry & Loretta Lancaster Parcel I.D. 29668

I am opposed to the short term rental. I do not want this on our street.

Ronald & Beverly Rose

2270 Joy Rd

San Angelo, Texas 76904

Wildliferenditions@yahoo.com

325-245-5574



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

LANCASTER JERRY & LORETTA
1003 WOODLAND PARK AVE
MIDLAND, TX 79705-1909

NOTICE OF PUBLIC HEARING

RE: CU23-41

08/30/2023

On **Monday, September 18, 2023**, during a meeting scheduled at **9:00 AM**, the Planning Commission for the City of San Angelo will hold a public hearing on the request described below. The meeting will be held in the **East Mezzanine of City Hall, 72 W College Avenue**, to approve or deny a **request for approval of a Short-Term Rental Conditional Use at 2274 Joy Road, San Angelo, Tom Green County, Texas**.

Operator: **Shelby N. Monty 325-315-8961**

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

The attached map shows the notification area of this request. Only the property bounded by the red line on the map is being considered for this request. The yellow boundary line around the subject property is the notification area.

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

CASE #: CU23-41

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

Name: LANCASTER JERRY & LORETTA
Parcel I.D.: 29668
Address: 1003 WOODLAND PARK AVE

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Signature:

CASE #: CU23-41

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

Name: PHELPS DON TRUSTEE/PHELPS FMLY TRT
Parcel I.D.: 29655
Address: 8124 FM 2111

Mailing To: ATTN: Planning and Development Services

52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒ Strongly opposed!

Signature: Don TRT

**Parking at the property is an issue
for parties in the past into
the early morning hours.
Very disappointed if the people / properties
around within her Dad's land there, there*



APPLICATION FOR
BOARDS and COMMISSIONS

Name: Paul "Sandy" Rothband
 Address: [REDACTED]
 City: San Angelo State: Tx Zip: 76904
 Phone (Home): [REDACTED] (Office): 325-659-6562
 Resident of San Angelo since: February, 2022 SMD: _____
 Are you a registered voter of San Angelo? Yes: ☒ No: _____
 Occupation/Business Affiliation: Attorney, Tom Green County, Atty
 Occupation/Business Address: 122 W. Harris, San Angelo 76903
 Title/Position: Assistant County Attorney
 Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

Sandy Rothband
 Applicant's Signature

9/23/2023
 Date

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.

Return to: julia.antilley@cosatx.us or City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☒ Airport Advisory Board
☐ Airport Zoning Board
☐ Animal Shelter Advisory Committee
☐ Civic Events Advisory Board
☐ Civil Service Commission
☐ Construction Board of Adjustment & Appeals
☐ Design & Historic Review Commission
☐ Economic Development Corporation
☐ Fairmount Cemetery Board
☐ Fort Concho Museum Board
☐ Keep San Angelo Beautiful Board
☐ Park Commission
☐ Parks & Recreation Advisory Board
☐ Planning Commission
☐ Public Art Commission
☐ Tax Increment Reinvestment Zone Board
☐ Water Advisory Board
☐ Zoning Board of Adjustment

Specific membership criteria requirements apply - see back page for more information.

Recommended by: _____

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ☒ Yes ☐ No

If no, which criteria (see back page for board criteria): _____

Education and/or Professional Licenses: Licensed Attorney, 9/98

Current Municipal and Civic Organization Memberships (position and dates): NONE

Previous Municipal Experience (position, location, and dates): Servcon Advisory Board - Sewer Coppers Cove Texas in early 1980's, Servcon Citizens Advisory Board to Local Newspaper in Weatherford TX 2017

What personal qualifications can you bring to this board? As a Licensed Attorney and licensed Private Pilot and aircraft owner, I am in a unique position to advise our airport on relevant and always changing issues.

What is your personal vision for the City?

I want to see controlled growth for both our city and airport.

Why do you want to serve on this board? I think I could be of value in creating "controlled growth".

Additional relevant information: Current T-Hanger Tenant.

*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.

A new entry to a form/survey has been submitted.

Form Name: Boards and Commissions application
Date & Time: 10/04/2023 7:49 AM
Response #: 162
Submitter ID: 140359
IP address: 47.189.189.130
Time to complete: 22 min. , 26 sec.

Survey Details

Page 1

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: Carlos A. Rodriguez
Address: [REDACTED]
ZIP code: 76901
Home/mobile phone: 4322901123
Office/mobile phone: 4322901123
Resident of San Angelo since: (year) 2010
City Council Single-member District in which you reside: Larry Miller
Registered San Angelo voter? (yes or no) Yes
Occupation/business affiliation: Owner/Kona Ice of San Angelo
Occupation/business address: 5929 Lyndhurst Dr.
Title/position: President
Email: crodriguez@kona-ice.com

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

10/02/2023

4. Applying for:

(o) Tax Increment Reinvestment Zone Board

5. Recommended by:

(Name): 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:

None

Current municipal and civic organization memberships (positions and dates):

Board member for San Angelo Hispanic Museum and Cultural Center 2001 - Present

Previous municipal experience (positions, dates, where):

Been in management for over 30 years. Business owner for over 14 years.

What personal qualifications can you bring to the board?

I have managed several successful businesses through out my 30+ year career.

What is your personal vision for the City?

I love San Angelo and feel like every citizen should do their part to make our city better!

Why do you want to serve on this board?

I want to do what I can to help the citizens and business owners make San Angelo a great place to live and succeed.

Is there anything else you would like to share about yourself?

I would work hard to help this board achieve it's goals.

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Thank you,
City of San Angelo, TX