City Council Agenda
03/07/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on March 7, 2017 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. **Prayer and Pledge**
3. **Proclamations/Recognitions**
   a. City Videographer Brian Groves & the Public Information Office for winning five American Advertising Awards, including two gold awards and a pair of judge's commendations
   b. Lakeview Highschool Chiefs Boys Basketball for their accomplishments this season
   c. Blanca Briseno for 30 years of Service to the City of San Angelo
4. **Public Comment**

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than five minutes. Council members may request that a discussed item be placed on a future agenda. The Council takes public comment on all Regular Agenda items during the discussion of those items.

5. **Consent Agenda**
   a. Consider adopting a resolution (English/Spanish) calling and ordering the Special Election for May 6, 2017 (B.Kendrick)
   b. Consider authorizing the City Manager to negotiate and execute a Lease Agreement with Shannon Medical Center for San Angelo Health Department Nursing Division office and clinic space at 2030 Pulliam Street, Suite 8. Lease amount is $34,410.96/year (S. Villarreal)
   c. Consider approving a new 40-year lake lot residential lease with the following Tenant (C.Preas): 6686 Knickerbocker Road; Lot 102, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addition
   d. Consider awarding RFP No. ES-03-17, COSA DC Project, Industrial Park Sewer Extension to Reece Albert Inc. in the amount of $68,322.38 and authorizing the City Manager or designee to execute any related documents. (R. Pehl)
   e. Consider rejecting the sole bid for the proposed concession building at Texas Bank Sports Complex because bid price was over budget (D.Knapp)

f. Consider ratifying a Resolution by the City of San Angelo Development Corporation authorizing the Board President to execute a Memorandum of Understanding with the City of San Angelo providing funding not to exceed $100,000 for a project necessary to construct an extension of sewer main into Phase II of the San Angelo Business and Industrial Park (R.Pena)

g. Second reading for an Ordinance related to the dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277 (J.James)

h. Second reading for an ordinance amending appendix a, "Fee Schedule", Article A15.000, "Facility Use Fees", by adding Section A15.002 "Fort Concho facility, membership and attendance fees"; providing for severability; and, providing for an effective date (M. Chegwidden)

i. Second reading for an ordinance amending appendix A fee schedule, article A9.000 planning and related fees, by repealing in its entirety section A9.009 fees for sign placement or erection, amending section A9.007 miscellaneous planning fees, to provide for adjustment of certain fees and addition of fees for additional planning services, providing for severability and an effective date (M. Chegwidden)

j. Second reading for an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.001 "General Provisions", restating subpart (c) building valuations and repealing subpart (d) inspections and permits in the ETJ; amending Section A2.002 "Building Permit Fees", restating subpart (f) expedited plan review fees, and adding subpart (g) intermodal container placement fees; amending Section A2.004 "Miscellaneous Permit Fees" by restating subpart (d) "thirty day partial or temporary occupancy permit; amending Section A2.009 "Sign Permit Fees" by adding subpart (e) "public event banner fee"; amending Section A2.010 "General Fees" by adding subpart (g) fee for appeals from building official to the board of adjustment and appeals; amending section a2.012 "permit extensions" by restating said section to provide for permit renewals; repealing Section A2.013 "Licensing" (electrical) – (M. Chegwidden)

k. Second reading for an ordinance of the City of San Angelo amending appendix A fee schedule by repealing article A5.000 street use fees in its entirety, providing for severability and an effective date (M. Chegwidden)

6. Regular Agenda

a. First reading and public hearing for an ordinance amending the Planned Development (PD15-04) Zoning District to expand the PD boundary for Shannon Medical Center for four additional properties changing from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04) and to allow for a Master Sign Plan, generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street - (Presentation by Planning & Development Services Director Jon James)

b. First public hearing regarding the voluntary annexation of 17.192 acres generally located south of U.S. Highway 67 and west of Southland Boulevard at the end of Willeke Drive and Pinon Ridge Drive - (Presentation by Planning & Development Services Director Jon James)

c. An appeal of an approval by the Planning Commission regarding a Conditional Use to allow for a Telecommunication Facility in the General Commercial & Heavy Commercial (CG/CH) Zoning District on property generally located along the south side of Macann Street, between South Bell and Fulton Streets - (Presentation by Planning & Development Services Director Jon James)

d. An appeal of a denial by the Planning Commission in regard to the Second Replat in Tract 213, Red Creek Subdivision and requests for Variances from the following Sections of the Land Development and Subdivision Ordinance: (a) a Variance from Section 9.III.A.5 requiring the dedication of five feet of right-of-way to meet the requirements of a rural Local Road, Landers Road; (b) a Variance from Section 9.V requiring the installation of sidewalks along Landers Road, a roadway containing pavement that is less than thirty-six feet in width; (c) a Variance to Section 9.III.C.2, which prohibits dead-end roadways (Landers Road) from exceeding 750 linear feet in length; (d) a Variance from Section 9.III.C.2 to allow for more than forty lots or tracts to have exclusive frontage along a dead-end road (Landers Road); and (e) a Variance from Section 10.III.A.2 requiring the improvement of Landers Road by five feet in order to meet minimum pavement widths for a rural Local Road; on property generally located outside of the San Angelo municipal corporate limits and within the City's extraterritorial jurisdiction (ETJ) at the southwest corner of Fairview and Fairview School Roads - (Presentation by Planning & Development Services Director Jon James)

e. Consider:
1. Adopting a Resolution to certify local funding and support of the City of San Angelo Chadbourne Street Corridor Improvements grant application to the Texas Department of Transportation's call for projects under the Transportation Alternatives Set-Aside Program ("Project");
2. Authorizing the City Manager to negotiate and execute a contract with Halff Associates, INC., in the sum of $79,000, for Professional Services relating to Phase A of the Project, which includes public engagement and conceptual design plus cost estimates, and the preparation and submittal assistance of the TA Set-Aside Programs application to TxDOT;
3 Approval of the Resolution of the City of San Angelo Development Corporation in support of the City's application for a Texas Department of Transportation Alternatives Set-Aside Program grant to improve Chadbourne Street Corridor's mobility for non-motorized users and allocating up to and not to exceed $100,000 for such purpose; and
4. Approval of the Resolution of the Tax Increment Reinvestment Zone Board in support of the City's application for a Texas Department of Transportation Alternatives Set-Aside Program grant to improve Chadbourne Street Corridor's mobility for non-motorized users and allocating up to fifty thousand dollars in TIRZ funds for such purpose. (Presentation by Assistant City Manager Rick Weise, Economic Development Director Roland Pena, Planning & Development Services Director Jon James & City Engineer Russell Pehl)

f. Consider awarding RFP No. ES-04-17, 2016 Water Line Improvements Project to M&C Fonseca Construction Company in the amount of $1,012,521.75 and authorizing the City Manager or designee to execute any related documents (R. Pehl)

g. Discussion regarding amending City policy to support Low Income Housing Tax Credit (LIHTC) projects city wide and not limit projects to neighborhoods targeted for revitalization (Requested by Council Member Self; Presentation by Neighborhood Services Director Bob Salas)

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(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
   1. 2013 Sealcoating Program Contract
   2. Templeton Construction, Inc.
   3. Alsay, Inc.
   4. Spillman Contract

b. Section 551.072 Deliberations about Real Property regarding:
   1. The Ford Ranch
   2. Fairgrounds/Coliseum

8. Follow Up and Administrative Issues

a. Consider items discussed in Executive/Closed Session, if needed

b. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 3rd day of March 2017, at 3:00 p.m.

_____

Bryan Kendrick, City Clerk

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

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

City Council meetings are broadcast on Channel 17-Government Access at 10:30 A.M. and 7:00 P.M. every day for two weeks beginning on the Thursday after each meeting.

Recognition

The City's Public Information Office does two things extraordinarily well: informing the public … and winning awards. That was proven yet again last month when the office and City Videographer Brian Groves won five American Advertising Awards, including two gold awards and a pair of judge's commendations.

Public Information claimed the top awards in the category of Film, Video & Sound for "I Do This for You: Officer Stephen Guevara" and "Try Something New: San Angelo Parks." The video featuring Guevara captures his motivation to join the San Angelo Police Department. It was shot and produced by City Videographer Brian Groves with assistance from intern Ethan Lankford and Angelo State University videographer Brandon Whitford.

The parks video is an upbeat montage of offerings in Parks & Recreation, from washer-pitching at The Bosque to kayaking on the Concho River to pickleball near Love Municipal Pool. Groves shot and produced the spot.

The two videos will advance to compete in the American Advertising Federation's regional competition. Another Groves video on preventing wildfires, titled "Did Your Butt Start this Fire?," won a silver award. Groves was also honored during the dinner as the AAF's local board member of the year.

*Therefore, I, Dwain Morrison**,** Mayor of the City of San Angelo, on behalf of the City Council, do hereby recognize and applaud*

City Videographer Brian Groves
& the Public Information Office

for their achievements and positive determination to make a difference 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 day of March, 2017.*

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Dwain Morrison
Mayor of the City of San Angelo

Certificate of Recognition

The City Council of the City of San Angelo hereby recognizes and applauds

The Lake View High School Chiefs Boys Basketball Team

for their first playoff appearance since 1999 among their many other accomplishments this season, along with their dedication to embody the very best of what it means to bear the title "Student Athlete".

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 March, 2017.*

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Dwain Morrison
Mayor of the City of San Angelo

Recognition

Amazingly, Blanca Briseno has for 34 years known only one employer – the City of San Angelo – and only one job – assisting Code Compliance officers and the citizens they serve. In fact, it's the only job she's ever known.

Blanca joined the City on October 5th, 1982 as a secretary in what was then the Environmental Control operation in the Public Works Department. She assisted four Code Enforcement officers along with light and heavy equipment operators, and certified pesticide and herbicide operators.

In 1990, Environmental Control evolved into Code Enforcement, working under the umbrella of the San Angelo-Tom Green County Health Department. Blanca continued serving as the secretary for the Code Enforcement officers along with registered sanitarians and the county's septic tank inspectors.

Code Enforcement moved again in 2006 to Water Billing & Collections, where Blanca served as administrative assistant to six Code Compliance officers. When Code Compliance shifted to the Neighborhood & Family Services Department, she moved, too, serving as Director Bob Salas right hand through her retirement on February 28th, 2017.

Throughout her three-plus decades of service to our community, Blanca has unfailingly been a person of good cheer, a patient listener and an empathetic servant. She's been gone only a week, and her colleagues miss her already.

*Therefore, I, Dwain Morrison**,** Mayor of the City of San Angelo, on behalf of the City Council, do hereby recognize and applaud*

Blanca Briseno

for her achievement and positive determination to make a difference 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 7th day of March, 2017.*

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Dwain Morrison
Mayor of the City of San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Consider adopting a resolution (English/Spanish) calling and ordering the Special Election for May 6, 2017 (B.Kendrick)

Summary/History:

The ordering of the Special Election is an action required by the Election Code (201, Subchapter C) to fill a vacancy. The Election will be conducted to fill the unexpired term (2 Years) for Council Member Single Member District 1.

Financial Impact:

The additional cost from combining this to the General Election that was already scheduled should limit any possible additional expenses. Current budget should still be sufficient for the General/Special election, if a runoff is not necessary.

If a runoff election is warranted, a budget amendment will need be submitted for additional funds in account 101-0500-411.06-16

Other Information/Recommendation:

Attachments:

1.	Resolution - Election Order (English)	Resolution calling for special election - Final.docx
2.	Resolution - Election Order (Spanish)	Resolution calling for special election - Spanish Final.docx
3.	Spanish Election Order Resolution	Resolution+calling+for+special+election+-+Spanish+Final.docx
4.	English Election Order Resolution	Resolution+calling+for+special+election+-+Final.docx

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR SINGLE MEMBER DISTRICT ONE; FOR THE REMAINDER OF AN UNEXPIRED THREE YEAR TERM; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING FOR DATES, TIMES AND PLACE FOR EARLY VOTING BY PERSONAL APPEARANCE; MAKING TENTATIVE PROVISIONS FOR A RUNOFF ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS RESOLUTION; ORDERING PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of San Angelo, Texas (hereinafter referred to as "City"), pursuant to provisions of the Texas State Constitution, Texas Election Code and City Charter for the City of San Angelo does determine to call a special election for the purpose of electing a municipal officer for the following position: one City Councilmember from Single Member District 1; by the qualified voters of the City of San Angelo eligible to vote for said officer; and

WHEREAS, should any candidate for an office in the special municipal election fail to receive a majority of all the votes cast for such office, then in that event, it shall be the duty of the City Council to order a runoff election for each position to which no one received a majority of all votes cast for such office as required by Section 45 of the City Charter and state law; and

WHEREAS, the City entered into a Master Interlocal Agreement with Tom Green County and Tom Green County Election Administration, et. al., which makes provision for Tom Green County to provide services in the conduct of joint elections on uniform election days in May, having an effective date of December 6, 2011, and automatically renewing annually through May of 2022; and

WHEREAS, the election on May 6, 2017, will be held jointly with San Angelo Independent School District, Veribest Independent School District and Wall Independent, pursuant to interlocal agreements entered into with each of those independent school districts as authorized under Section 271.002 of the Texas Election Code and by the City Council; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

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

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if herein set forth in their entirety.

Section 2. The City Council orders a special election for the purpose of electing a council member for the remainder of term for vacant Single Member District 1, San Angelo, Texas, to be held on the first Saturday of May, 2017, the same being the 6th day of May, 2017, which is as soon as practicable after the vacancy occurred (EC 201, Subchapter C), between the hours of 7:00 A.M. and 7:00 P.M., for

the purpose of electing the following municipal officer: one City Councilmember from Single Member District 1.

Section 3. The special election ordered to be held on Saturday, May 6, 2017, shall be held jointly with San Angelo Independent School District, Grape Creek Independent School District, Veribest Independent School District, and Wall Independent School District pursuant to interlocal agreements entered into with each of those districts. (EC 271.002).

Section 4. In the event that in the special election herein ordered for any office, no candidate receives a majority of all the votes cast for such office, and the City Council calls for a run-off election for each such position, there shall be held a run-off election pursuant to Section 45 of the City of San Angelo City Charter and state law, which shall not be earlier than the 20th day or later than the 45th day after the date the final canvass of the main election is completed. (EC 2.025)

Section 5. The official ballots for said election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the candidate of their choice, with the official ballot to contain such other provisions, markings and language as required by law.

Section 6. Early voting by personal appearance shall be conducted each weekday, April 24 2017 through April 30, 2017, from 8:00 A.M. - 5:00 P.M., and May 1, 2017 through May 2, 2017, from 7:00 A.M. – 7:00 P.M. The City of San Angelo will utilize the early voting branch location, shown on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Application for ballot by mail shall be mailed to:

City Clerk, City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building 113 W. Beauregard Ave.
San Angelo, Texas 76903

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 25, 2017.

Section 7. The election day polling places where qualified voters shall cast ballots will be at the locations designated on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Section 8. Said elections shall be conducted and the results canvassed and announced as prescribed by the General Election Laws of the State of Texas, as amended, and only duly qualified electors shall be qualified to vote.

Section 9. The City Clerk is directed and required to publish notice of said elections as required by law.

Section10. The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 11. This Resolution shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on the 7th day of March, 2017.

THE CITY OF SAN ANGELO, TX

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Dwain Morrison, Mayor

ATTEST:

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Bryan Kendrick, City Clerk

Approved as to Content:

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Bryan Kendrick, City Clerk

Approved as to Form:

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Theresa James, City Attorney

Exhibit "A"

POLLING PLACES FOR MAY 6, 2017 SPECIAL ELECTION
AND SUBSEQUENT UNIFORM ELECTION DATES
AND RELATED EARLY VOTING DATES

Early Voting (Votacion Adelantada)
April 24 - April30, 8 am to 5 pm (24 de abril hasta el 28 de abril, desde las 8 hasta las 5)
May 1-2, 7 am to 7 pm (El 1 y 2 de mayo, desde las 7 hasta las 7)

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primero Piso)

During early voting, any voter may go to this location and vote on all the issues for which they are eligible. (Durante la votación temprana , cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles)

Election Day (Dia de las Elecciones)
May 06, 2017, 7 am to 7 pm
(el 6 de mayo, 2017, desde las 7 hasta las 7)

Location	Address
Angelo Bible Church	3506 Sherwood Way
Belmore Baptist Church	1214 South Bell
Calvary Baptist Church	2401 Armstrong St.
Christoval Community Center	20022 Main, Christoval, TX 76935
Community Medical Center	3501 Knickerbocker Rd.
Concho Valley Transit District (Bus Depot)	501 North Chadbourne
First Assembly of God	1442 Edmund Blvd.
Grape Creek ISD	8207 US Hwy 87
Keating Paint and Body	5050 North Chadbourne
MHMR	1501 W. Beauregard
Paulann Baptist Church	2531 Smith Blvd.
S A Public Housing Authority	420 East 28th St.
Segunda Iglesia Bautista	510 W Avenue T
Southgate Church of Christ	528 Country Club Road
Southland Baptist Church	4300 Meadow Creek
St. Ambrose Catholic Church	8602 Loop 570 Wall 76959
TxDOT	4502 Knickerbocker Rd Bldg E
Veribest Baptist Church	50 FM 2334, Veribest, TX 76886
Wesley Trinity United Methodist Church	301 West 18th
West Texas Rehab	1925 University

On Election Day, any voter may go to any one of these locations and vote on all the issues for which they are eligible. (El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.)

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE SAN ANGELO, ORDENANDO UNA ELECCIÓN ESPECIAL CON EL FIN DE ELEGIR A UN MIEMBRO DEL CONSEJO DE LA CIUDADA PARA DISTRITO UNICO NUMERO UNO PARA EL RESTO DE UN TÉRMINO DE TRES AÑOS VIGENTE; LA DESIGNACIÓN DE UBICACIONES DE CENTROS ELECTORALES; PROPORCIONAR LAS FECHAS, HORARIOS Y LUGAR PARA LA VOTACIÓN TEMPRANA EN PERSONA; ADOPTAR DISPOSICIONES PROVISIONALES PARA UNA ELECCIÓN DE DESEMPATE; ADOPTAR DISPOSICIONES PARA LA REALIZACIÓN DE LAS ELECCIONES, Y OTROS INCIDENTES RELACIONADO CON EL PROPÓSITO DE LA PRESENTE RESOLUCIÓN; ORDENAR PUBLICACIÓN; PROPORCIONAR PARA DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE VIGENCIA

EN TANTO QUE, el Concejo de la Ciudad de San Angelo,Tejas (de aquí en adelante "Ciudad"), en virtud con las disposiciones de la Constitución del Estado de Tejas, el Código de Elecciones de Tejas y Carta de la Ciudad de San Angelo determina para llamar a una elección especial, con el propósito de elegir a un funcionario municipal para la siguiente posición: un Miembro del Consejo de la Ciudad para Distrito Unico Numero Uno por los votantes calificados de la Ciudad de San Angelo elegibles para votar por dichos oficiales; y

EN TANTO QUE, si cualquier candidato para una oficina en la elección municipal especial falla de recibir una mayoría de los votos lanzó para tal oficina, entonces en ese acontecimiento, será el deber de la Ciudad para pedir una elección de desempate para cada posición a la que nadie recibió la mayoría de los votos lanzó por dicha oficina tal como se exige por la Sección 45 de la Carta de la Ciudad; y

EN TANTO QUE, la Ciudad firmó un Acuerdo Maestro Interlocal con el Condado de Tom Green y el Condado de Tom Green Administración de Elecciones, et. al., que prevé para el Condado de Tom Green para proporcionar servicios en la conducta de elecciones conjuntas en los días de elecciones uniformes en mayo, con una fecha de vigencia del 6 de diciembre de 2011, y renovando anualmente de forma automática a través de 31 de diciembre 2022; y

EN TANTO QUE, la elección especial del 6 de mayo de 2017, se llevará a cabo de forma conjunta con los Distritos Escolares Independientes de San Angelo, Veribest y Wall en virtud de acuerdos interlocal con cada uno de los distritos escolares independientes según lo autoriza la Sección 271.002 del Código Electoral de Tejas y por la Ciudada; y

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

EN TANTO QUE, la reunión en la cual esta Resolución se considera está abierta para el público como requerido según la ley y fue dado aviso público del tiempo, lugar, y proposito de dicha reunión como lo requiere el Título 5, Capítulo 551, del Código Gobierno de Tejas.

AHORA, POR LO TANTO, SERÁ RESUELTO POR LA CIUDAD QUE:

Sección 1. Que todas las premisas mencionadas anteriormente son verdaderas y correctas y están incorporadas en el cuerpo de esta Resolución como si estuvieran establecidos en su totalidad.

Sección 2. Que la Ciudad ordena una elección especial que se celebrará el primer sábado de mayo, 2017, el mismo ser el día 6 de mayo, 2017, que no es menos de setenta ocho (78) días de la fecha de la adopción de esta Resolución (EC 3.005), entre las horas de 7:00 de la mañana y 7:00 de la tarde, con el fin de elegir a un Miembro del Consejo de la Ciudad para Distrito Unicos Numero Uno para el resto de un término de tres años vigente.

Sección 3. La elección especial ordenada sera sostenida el día 6 de mayo, 2017, se celebrará conjuntamente con los Distritos Escolares Independientes de San Angelo, Veribest y Wall en virtud de acuerdos interlocal con cada distrito. (EC 271.002).

Sección 4. En caso de que en la elección especial aquí pedida, si ningún candidato recibe una mayoría de los votos lanzó para la oficina, y la Ciudad ordena una segunda votación/elección de desempate para cada posición, allí será sostenido una segunda votación en virtud de Sección 45 de la Carta de la Ciudad, que no será anterior al vigésimo día o posterior al 45.o día posterior a la fecha del último escrutinio de la elección principal esta completado. (EC 2.025)

Sección 5. Las boletas oficiales para la dicha elección se conformarán con el código de la elección de Tejas, según la enmienda prevista, para permitir que los electores voten por el candidato de su opción, con la boleta oficial para contener tales otras provisiones, marcas y lengua según los requisitos de ley.

Sección 6. Votación temprana en persona se llevarán a cabo cada día de la semana, a partir del 24 de abril del 2017 hasta el 30 de abril del 2017 de las 08:00 de la mañana hasta las 5:00 de la tarde; y del 1 de mayo del 2017 hasta el 2 de mayo del 2017 de las 7:00 de la mañana hasta las 7:00 de la tarde. La Ciudad de San Angelo utilizará la ubicación de la rama de votación temprana, mostrada en el **Anexo "A"**, adoptado como parte de la presente resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

La solicitud para una boleta postal será enviado a:

Oficinista de La Ciudad de San Angelo
c/o Vona Hudson, Administradora de Elecciones del Condado de Tom Green
Edd B. & Frances Frink Keyes Building

Las solicitudes para las boletas postales deben ser recibidas no más tarde de la hora de cierre de los negocios el martes dia 25 de abril del 2017, sin excepción alguna.

Sección 7. Los lugares de votación del día de las elecciones donde los votantes elegibles deberán emitir sus votos serán en los lugares designados en el **Anexo "A"**, adoptado como parte

de esta resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

SecciónLas elecciones dichas deben ser conducidas y los resultados escrutinio y anunciado como prescritas por las leyes de elecciones generales del estado de Tejas, en su forma enmendada, y sólo los electores debidamente calificados serán calificados para votar.

Sección 9. El Oficinista de la Ciudad es dirigido y se requiere publicar el aviso de la elección dicha como requerido según la ley.

Sección 10. Que los términos y disposiciones de esta Resolución se considerará separable en si cualquier parte de esta Resolución deberá ser declarada inválida, el mismo no afectará la validez de las demás disposiciones de esta Resolución.

Sección 11. Esta Resolución debe ser eficaz en y después de la fecha de adopción.

PASADO, APROBADO Y ADOPTADO el día 7 de marzo del 2017.

LA CIUDAD DE SAN ANGELO

_____

ATESTIGUAR: Dwain Morrison, Alcalde

_____

Bryan Kendrick, Oficinista de la Cuidad

Aprobado en cuanto al contenido:

_____

Bryan Kendrick, Oficinista de la Cuidad

Aprobado en cuanto a forma:

_____

Theresa James, Abogada de la Ciudad

Anexo "A"

LUGARES DE VOTACIÓN PARA EL SABADO 6 DE MAYO, 2017 ELECCIONES GENERALES
Y FECHAS DE LA ELECCIÓN UNIFORMES SUBSECUENTES
Y RELACIONADOS CON LAS FECHAS DE VOTACIÓN TEMPRANA

(Votación Temprana)

24 de abril hasta el 30 de abril, desde las 8 hasta las 5
El 1 y 2 de mayo, desde las 7 hasta las 7

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primer Piso)

Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles

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Dia de las Elecciones
el 6 de mayo, 2017, desde las 7 hasta las 7

Ubicación	Dirección
Angelo Bible Church	**3506 Sherwood Way**
Belmore Baptist Church	**1214 South Bell**
Calvary Baptist Church	**2401 Armstrong St.**
Christoval Community Center	**20022 Main, Christoval, TX 76935**
Community Medical Center	**3501 Knickerbocker Rd.**
Concho Valley Transit District (Bus Depot)	**501 North Chadbourne**
First Assembly of God	**1442 Edmund Blvd.**
Grape Creek ISD	**8207 US Hwy 87**
Keating Paint and Body	**5050 North Chadbourne**
MHMR	**1501 W. Beauregard**
Paulann Baptist Church	**2531 Smith Blvd.**
S A Public Housing Authority	**420 East 28th St.**
Segunda Iglesia Bautista	**510 W Avenue T**
Southgate Church of Christ	**528 Country Club Road**
Southland Baptist Church	**4300 Meadow Creek**
St. Ambrose Catholic Church	**8602 Loop 570 Wall 76959**
TxDOT	**4502 Knickerbocker Rd Bldg E**
Veribest Baptist Church	**50 FM 2334, Veribest, TX 76886**
Wesley Trinity United Methodist Church	**301 West 18th**
West Texas Rehab	**1925 University**

El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE SAN ANGELO, ORDENANDO UNA ELECCIÓN ESPECIAL CON EL FIN DE ELEGIR A UN MIEMBRO DEL CONSEJO DE LA CIUDADA PARA DISTRITO UNICO NUMERO UNO PARA EL RESTO DE UN TÉRMINO DE TRES AÑOS VIGENTE; LA DESIGNACIÓN DE UBICACIONES DE CENTROS ELECTORALES; PROPORCIONAR LAS FECHAS, HORARIOS Y LUGAR PARA LA VOTACIÓN TEMPRANA EN PERSONA; ADOPTAR DISPOSICIONES PROVISIONALES PARA UNA ELECCIÓN DE DESEMPATE; ADOPTAR DISPOSICIONES PARA LA REALIZACIÓN DE LAS ELECCIONES, Y OTROS INCIDENTES RELACIONADO CON EL PROPÓSITO DE LA PRESENTE RESOLUCIÓN; ORDENAR PUBLICACIÓN; PROPORCIONAR PARA DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE VIGENCIA

EN TANTO QUE, el Concejo de la Ciudad de San Angelo,Tejas (de aquí en adelante "Ciudad"), en virtud con las disposiciones de la Constitución del Estado de Tejas, el Código de Elecciones de Tejas y Carta de la Ciudad de San Angelo determina para llamar a una elección especial, con el propósito de elegir a un funcionario municipal para la siguiente posición: un Miembro del Consejo de la Ciudad para Distrito Unico Numero Uno por los votantes calificados de la Ciudad de San Angelo elegibles para votar por dichos oficiales; y

EN TANTO QUE, si cualquier candidato para una oficina en la elección municipal especial falla de recibir una mayoría de los votos lanzó para tal oficina, entonces en ese acontecimiento, será el deber de la Ciudad para pedir una elección de desempate para cada posición a la que nadie recibió la mayoría de los votos lanzó por dicha oficina tal como se exige por la Sección 45 de la Carta de la Ciudad; y

EN TANTO QUE, la Ciudad firmó un Acuerdo Maestro Interlocal con el Condado de Tom Green y el Condado de Tom Green Administración de Elecciones, et. al., que prevé para el Condado de Tom Green para proporcionar servicios en la conducta de elecciones conjuntas en los días de elecciones uniformes en mayo, con una fecha de vigencia del 6 de diciembre de 2011, y renovando anualmente de forma automática a través de 31 de diciembre 2022; y

EN TANTO QUE, la elección especial del 6 de mayo de 2017, se llevará a cabo de forma conjunta con los Distritos Escolares Independientes de San Angelo, Veribest y Wall en virtud de acuerdos interlocal con cada uno de los distritos escolares independientes según lo autoriza la Sección 271.002 del Código Electoral de Tejas y por la Ciudada; y

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

EN TANTO QUE, la reunión en la cual esta Resolución se considera está abierta para el público como requerido según la ley y fue dado aviso público del tiempo, lugar, y proposito de dicha reunión como lo requiere el Título 5, Capítulo 551, del Código Gobierno de Tejas.

AHORA, POR LO TANTO, SERÁ RESUELTO POR LA CIUDAD QUE:

Sección 1. Que todas las premisas mencionadas anteriormente son verdaderas y correctas y están incorporadas en el cuerpo de esta Resolución como si estuvieran establecidos en su totalidad.

Sección 2. Que la Ciudad ordena una elección especial que se celebrará el primer sábado de mayo, 2017, el mismo ser el día 6 de mayo, 2017, que no es menos de setenta ocho (78) días de la fecha de la adopción de esta Resolución (EC 3.005), entre las horas de 7:00 de la mañana y 7:00 de la tarde, con el fin de elegir a un Miembro del Consejo de la Ciudad para Distrito Unicos Numero Uno para el resto de un término de tres años vigente.

Sección 3. La elección especial ordenada sera sostenida el día 6 de mayo, 2017, se celebrará conjuntamente con los Distritos Escolares Independientes de San Angelo, Veribest y Wall en virtud de acuerdos interlocal con cada distrito. (EC 271.002).

Sección 4. En caso de que en la elección especial aquí pedida, si ningún candidato recibe una mayoría de los votos lanzó para la oficina, y la Ciudad ordena una segunda votación/elección de desempate para cada posición, allí será sostenido una segunda votación en virtud de Sección 45 de la Carta de la Ciudad, que no será anterior al vigésimo día o posterior al 45.o día posterior a la fecha del último escrutinio de la elección principal esta completado. (EC 2.025)

Sección 5. Las boletas oficiales para la dicha elección se conformarán con el código de la elección de Tejas, según la enmienda prevista, para permitir que los electores voten por el candidato de su opción, con la boleta oficial para contener tales otras provisiones, marcas y lengua según los requisitos de ley.

Sección 6. Votación temprana en persona se llevarán a cabo cada día de la semana, a partir del 24 de abril del 2017 hasta el 30 de abril del 2017 de las 08:00 de la mañana hasta las 5:00 de la tarde; y del 1 de mayo del 2017 hasta el 2 de mayo del 2017 de las 7:00 de la mañana hasta las 7:00 de la tarde. La Ciudad de San Angelo utilizará la ubicación de la rama de votación temprana, mostrada en el **Anexo "A"**, adoptado como parte de la presente resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

La solicitud para una boleta postal será enviado a:

Oficinista de La Ciudad de San Angelo
c/o Vona Hudson, Administradora de Elecciones del Condado de Tom Green
Edd B. & Frances Frink Keyes Building

Las solicitudes para las boletas postales deben ser recibidas no más tarde de la hora de cierre de los negocios el martes dia 25 de abril del 2017, sin excepción alguna.

Sección 7. Los lugares de votación del día de las elecciones donde los votantes elegibles deberán emitir sus votos serán en los lugares designados en el **Anexo "A"**, adoptado como parte

de esta resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

SecciónLas elecciones dichas deben ser conducidas y los resultados escrutinio y anunciado como prescritas por las leyes de elecciones generales del estado de Tejas, en su forma enmendada, y sólo los electores debidamente calificados serán calificados para votar.

Sección 9. El Oficinista de la Ciudad es dirigido y se requiere publicar el aviso de la elección dicha como requerido según la ley.

Sección 10. Que los términos y disposiciones de esta Resolución se considerará separable en si cualquier parte de esta Resolución deberá ser declarada inválida, el mismo no afectará la validez de las demás disposiciones de esta Resolución.

Sección 11. Esta Resolución debe ser eficaz en y después de la fecha de adopción.

PASADO, APROBADO Y ADOPTADO el día 7 de marzo del 2017.

LA CIUDAD DE SAN ANGELO

_____

ATESTIGUAR: Dwain Morrison, Alcalde

_____

Bryan Kendrick, Oficinista de la Cuidad

Aprobado en cuanto al contenido:

_____

Bryan Kendrick, Oficinista de la Cuidad

Aprobado en cuanto a forma:

_____

Theresa James, Abogada de la Ciudad

Anexo "A"

LUGARES DE VOTACIÓN PARA EL SABADO 6 DE MAYO, 2017 ELECCIONES GENERALES
Y FECHAS DE LA ELECCIÓN UNIFORMES SUBSECUENTES
Y RELACIONADOS CON LAS FECHAS DE VOTACIÓN TEMPRANA

(Votación Temprana)

24 de abril hasta el 30 de abril, desde las 8 hasta las 5
El 1 y 2 de mayo, desde las 7 hasta las 7

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primer Piso)

Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles

---

Dia de las Elecciones
el 6 de mayo, 2017, desde las 7 hasta las 7

Ubicación	Dirección
Angelo Bible Church	**3506 Sherwood Way**
Belmore Baptist Church	**1214 South Bell**
Calvary Baptist Church	**2401 Armstrong St.**
Community Medical Center	**3501 Knickerbocker Rd.**
Concho Valley Transit District (Bus Depot)	**501 North Chadbourne**
First Assembly of God	**1442 Edmund Blvd.**
Keating Paint and Body	**5050 North Chadbourne**
MHMR	**1501 W. Beauregard**
Paulann Baptist Church	**2531 Smith Blvd.**
S A Public Housing Authority	**420 East 28th St.**
Segunda Iglesia Bautista	**510 W Avenue T**
Southgate Church of Christ	**528 Country Club Road**
Southland Baptist Church	**4300 Meadow Creek**
St. Ambrose Catholic Church	**8602 Loop 570 Wall 76959**
TxDOT	**4502 Knickerbocker Rd Bldg E**
Veribest Baptist Church	**50 FM 2334, Veribest, TX 76886**
Wesley Trinity United Methodist Church	**301 West 18th**
West Texas Rehab	**1925 University**

El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR SINGLE MEMBER DISTRICT ONE; FOR THE REMAINDER OF AN UNEXPIRED THREE YEAR TERM; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING FOR DATES, TIMES AND PLACE FOR EARLY VOTING BY PERSONAL APPEARANCE; MAKING TENTATIVE PROVISIONS FOR A RUNOFF ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS RESOLUTION; ORDERING PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of San Angelo, Texas (hereinafter referred to as "City"), pursuant to provisions of the Texas State Constitution, Texas Election Code and City Charter for the City of San Angelo does determine to call a special election for the purpose of electing a municipal officer for the following position: one City Councilmember from Single Member District 1; by the qualified voters of the City of San Angelo eligible to vote for said officer; and

WHEREAS, should any candidate for an office in the special municipal election fail to receive a majority of all the votes cast for such office, then in that event, it shall be the duty of the City Council to order a runoff election for each position to which no one received a majority of all votes cast for such office as required by Section 45 of the City Charter and state law; and

WHEREAS, the City entered into a Master Interlocal Agreement with Tom Green County and Tom Green County Election Administration, et. al., which makes provision for Tom Green County to provide services in the conduct of joint elections on uniform election days in May, having an effective date of December 6, 2011, and automatically renewing annually through May of 2022; and

WHEREAS, the election on May 6, 2017, will be held jointly with San Angelo Independent School District, Veribest Independent School District and Wall Independent, pursuant to interlocal agreements entered into with each of those independent school districts as authorized under Section 271.002 of the Texas Election Code and by the City Council; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

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

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if herein set forth in their entirety.

Section 2. The City Council orders a special election for the purpose of electing a council member for the remainder of term for vacant Single Member District 1, San Angelo, Texas, to be held on the first Saturday of May, 2017, the same being the 6th day of May, 2017, which is as soon as practicable after the vacancy occurred (EC 201, Subchapter C), between the hours of 7:00 A.M. and 7:00 P.M., for

the purpose of electing the following municipal officer: one City Councilmember from Single Member District 1.

Section 3. The special election ordered to be held on Saturday, May 6, 2017, shall be held jointly with San Angelo Independent School District, Veribest Independent School District, and Wall Independent School District pursuant to interlocal agreements entered into with each of those districts. (EC 271.002).

Section 4. In the event that in the special election herein ordered for any office, no candidate receives a majority of all the votes cast for such office, and the City Council calls for a run-off election for each such position, there shall be held a run-off election pursuant to Section 45 of the City of San Angelo City Charter and state law, which shall not be earlier than the 20th day or later than the 45th day after the date the final canvass of the main election is completed. (EC 2.025)

Section 5. The official ballots for said election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the candidate of their choice, with the official ballot to contain such other provisions, markings and language as required by law.

Section 6. Early voting by personal appearance shall be conducted each weekday, April 24 2017 through April 30, 2017, from 8:00 A.M. - 5:00 P.M., and May 1, 2017 through May 2, 2017, from 7:00 A.M. – 7:00 P.M. The City of San Angelo will utilize the early voting branch location, shown on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Application for ballot by mail shall be mailed to:

City Clerk, City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building 113 W. Beauregard Ave.
San Angelo, Texas 76903

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 25, 2017.

Section 7. The election day polling places where qualified voters shall cast ballots will be at the locations designated on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Section 8. Said elections shall be conducted and the results canvassed and announced as prescribed by the General Election Laws of the State of Texas, as amended, and only duly qualified electors shall be qualified to vote.

Section 9. The City Clerk is directed and required to publish notice of said elections as required by law.

Section10. The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 11. This Resolution shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on the 7th day of March, 2017.

THE CITY OF SAN ANGELO, TX

_____

Dwain Morrison, Mayor

ATTEST:

_____

Bryan Kendrick, City Clerk

Approved as to Content:

_____

Bryan Kendrick, City Clerk

Approved as to Form:

_____

Theresa James, City Attorney

Exhibit "A"

POLLING PLACES FOR MAY 6, 2017 SPECIAL ELECTION
AND SUBSEQUENT UNIFORM ELECTION DATES
AND RELATED EARLY VOTING DATES

Early Voting (Votacion Adelantada)
April 24 - April30, 8 am to 5 pm (24 de abril hasta el 28 de abril, desde las 8 hasta las 5)
May 1-2, 7 am to 7 pm (El 1 y 2 de mayo, desde las 7 hasta las 7)

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primero Piso)

During early voting, any voter may go to this location and vote on all the issues for which they are eligible. (Durante la votación temprana , cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles)

Election Day (Dia de las Elecciones)
May 06, 2017, 7 am to 7 pm
(el 6 de mayo, 2017, desde las 7 hasta las 7)

Location	Address
Angelo Bible Church	3506 Sherwood Way
Belmore Baptist Church	1214 South Bell
Calvary Baptist Church	2401 Armstrong St.
Community Medical Center	3501 Knickerbocker Rd.
Concho Valley Transit District (Bus Depot)	501 North Chadbourne
First Assembly of God	1442 Edmund Blvd.
Keating Paint and Body	5050 North Chadbourne
MHMR	1501 W. Beauregard
Paulann Baptist Church	2531 Smith Blvd.
S A Public Housing Authority	420 East 28th St.
Segunda Iglesia Bautista	510 W Avenue T
Southgate Church of Christ	528 Country Club Road
Southland Baptist Church	4300 Meadow Creek
St. Ambrose Catholic Church	8602 Loop 570 Wall 76959
TxDOT	4502 Knickerbocker Rd Bldg E
Veribest Baptist Church	50 FM 2334, Veribest, TX 76886
Wesley Trinity United Methodist Church	301 West 18th
West Texas Rehab	1925 University

On Election Day, any voter may go to any one of these locations and vote on all the issues for which they are eligible. (El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sandra Villarreal, Director of Health, Health Services, 325.657.4493

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute a Lease Agreement with Shannon Medical Center for San Angelo Health Department Nursing Division office and clinic space at 2030 Pulliam Street, Suite 8. Lease amount is $34,410.96/year (S. Villarreal)

Summary/History:

Because of the Master Plan and City Hall/Health Building Revitalization Project that began in 2010, the Nursing-Health Department was relocated to 2030 Pulliam, Suite 8. Terms of the current contract expire on March 31, 2017. At this time, there is no space available in the renovated portions of City Hall or the old Health Building (Planning & Development Services) for Nursing and thus require the City's Nursing Division to continue to rent space to house their offices and clinics.

The Nursing Division has occupied this location since 2010.

Financial Impact:

Rental rate proposed in 2014 by Shannon Medical for the 3,222 square foot space was $0.89 per sq. ft., or $2,867.58 per month for three years with no escalator. Per Shannon, there should not be any changes to the current rate. In addition, the Nursing Division will pay it's pro rata share of utilities.

Funding for the lease and utilities is provided for by the 1115 Waiver funds and currently budgeted in FY17. No additional funding is required from Council at this time.

Other Information/Recommendation:

Attachments:

Presentation:

None

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Sandra Villarreal	Approved
Rick Weise	Approved
Theresa James	Approved
Anthony Wilson	Approved

Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4212

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider approving a new 40-year lake lot residential lease with the following Tenant (C.Preas):
6686 Knickerbocker Road; Lot 102, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addition

Summary/History:

Tenant requests a new lease necessary for financing purposes.
Tenant is in good standing as to all lease obligations.

Financial Impact:

6686 Knickerbocker Road:
Current Lease Expires: June 30, 2047
Yearly Lease Fee: Based on appraised value of Lot

New Lease expires: February 28, 2057
Yearly Lease Fee: Based on appraised value of Lot

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

None

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Lance Overstreet, Assistant City Engineer, Engineering Services, 325-657-4201

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider awarding RFP No. ES-03-17, COSA DC Project, Industrial Park Sewer Extension to Reece Albert Inc. in the amount of $68,322.38 and authorizing the City Manager or designee to execute any related documents. (R. Pehl)

Summary/History:

After reviewing the two proposals submitted for the Industrial Park Sewer Extension – RFP No. ES-03-17, the five-member committee scored the proposals as reflected below.

1. **Reece Albert Inc** – 441.00 points. Reece Albert has performed work with the city previously but did not fill in a section of the bid package for references related to projects not with the city but 150 mile radius of the city. Reece high rankings on all other categories including the best price $68,322.38 led to the committee selecting them as the awardee with the highest overall ranking.
2. **Darnell Construction, LLC, San Angelo, Texas** – 375.87 points. Darnell Construction has performed work for the City, local municipalities, and private developers for many years. Darnell Constructions rankings when not factoring in price were higher but once the price was factored in the total ranking dropped them to second.

As a result of the rankings, the committee is recommending that Reece Albert, Inc., be approved for negotiating a contract for the construction of the Industrial Park Sewer Extension Project for the City of San Angelo. If a satisfactory contract cannot be negotiated, negotiations with the next qualified provider, Darnell Construction, LLC, is recommended.

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	Acknowledgement and Worksheets	ES-03-17+Acknowledgement+And+Worksheets+Modified.xlsx
2.	Contract	17-220+Non-professional+services+agreement+-+sewer+extension+(1-19-17).docx
3.	ES-03-17 Scoring Summary	Scoring+Summary.pdf

Presentation:

Approvals/Reviews:

Lance Overstreet	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

1. Each committee member should rank each company based on their evaluation of the proposal submitted vs. the selection criteria.

2. The Project Manager must provide a written justification summary for each company's scoring.

3. Once a company has been selected, the Project Manager must submit to the City Council a request to negotiate and award a contract on behalf of the City.

4. All contracts must be approved by the Legal Department and signed by the City Manager after City Council approves of the purchase.

5. No work can begin prior to a Purchase Order issued by the Purchasing Division.

CITY OF SAN ANGELO
Acknowledgements
RFCSP: ES-03-17/Industrial Park Sewer Line

	Proposals Received	City	State
1	Darnell Construction, LLC	San Angelo	TX
2	Reese Albert	San Angelo	TX

	RFP Invitations Sent To:	City	State
1	Darnell Construction, LLC	San Angelo	TX
2	Dickson Underground Utility Construction, LLC	San Angelo	TX
3	Garney Companies, Inc.	Kansas City	MO
4	HD Supply Waterworks	Waco	TX
5	Housley Communication Inc	San Angelo	TX
6	Roberts Construction	San Angelo	TX
7	S.W. Sdidel Construction	Christoval	TX
8	Western Industrial Supply	Amarillo	TX
9	Wright Construction Co., Inc.	Grapevine	TX
10	Dodge Data & Analytics	Hot Springs	AR
11	Housley Communication Inc	San Angelo	TX
12	Morrison Supply	San Angelo	TX
13	Reece Albert	San Angelo	TX
14	Roberts Construction	San Angelo	TX
15	Texas Water & Soil	San Angelo	TX

NOTE: Include this form with your Agenda Memo

Bid Opening Results
RFCSP: ES-03-17/Industrial Park Sewer Line

	Darnell Construction, LLC	Reese Albert
Total Bid	$ 92,950.00	$ 68,322.38
Bid Security	Yes	Yes

TY OF SAN ANGELO
ing Detail
SP: ES-03-17/Industrial Park Sewer Line

No.	Description	Quantity	Units	Darnell Construction, LLC		Reese Albert	
				Unit Price	Ext Cost	Unit Price	Ext Cost
1	8" SDR 35 SEWER PIPE	1500	FT	$ 45.00	$ 67,500.00	$ 33.33	$ 49,995.00
2	ROADWAY CUT (WITH CURB/GUTTER REPLACEMENT)	50	FT	67.00	$ 3,350.00	25.52	$ 1,276.00
3	MANHOLES (RANGING FROM 9-14FT DEEP)	4	EA	5,400.00	$ 21,600.00	4,127.15	$ 16,508.60
4	STUB OUT CONNECTION AT END OF SEWER LINE	1	EA	500.00	$ 500.00	542.78	$ 542.78
				Total Bid	**$ 92,950.00**		**$ 68,322.38**

Proposed Fee Scorings

RFCSP: ES-03-17/Industrial Park Sewer Line

		Reese Albert	Darnell Construction, LLC
1	Base Bid + Applicable Alts'	$ 68,322.38	$ 92,950.00
2	Ranking by Price	1	2
3	Amount over lowest bid	$-	$ 24,627.62
4	Percent over lowest bid	0.000	0.360
5	Max Points	55	55
	Points Scored	**55.0**	**35.2**

Committee Member Evaluation Worksheet

RFCSP: ES-03-17/Industrial Park Sewer Line

Committee Member Name: _____

_____

Each committee member must provide a written justification for each score less than the max points that could be awarded. The Project Manger is responsible for collecting the evaluations, completing the Ranking Worksheet and providing a written summary, by company. The Acknowledgment, Ranking Sheet Summary and the Written Justification will be attached the Council Agenda Background Memo.

Company Name: ***Darnell Construction, LLC***

Scoring Categories	Cost	Overall Reputation	Past relationship with municipality	Past experience on City/local projects	Total
Max Points	**55.0**	**20.0**	**15.0**	**10.0**	**100.0**
Your Score	35.2				

Notes:

Company Name: ***Reese Albert***

Scoring Categories	Cost	Overall Reputation	Past relationship with municipality	Past experience on City/local projects	Total
Max Points	**55.0**	**20.0**	**15.0**	**10.0**	**100.0**
Your Score	55.0				

Notes:

Committee Member Evaluation Worksheet

Ranking Summary Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Enter Committee Member Name 1

Category	Points	Reese Albert	Darnell Construction, LLC
Cost	55	55.00	35.17
Overall Reputation	20	20.00	20.00
Past relationship with municipality	15	15.00	15.00
Past experience on City/local projects	10	0.00	10.00
Total Score	**100**	**90**	**80.17**
	Rank	**1**	**2**

Enter Committee Member Name-2

Category	Points	Reese Albert	Darnell Construction, LLC
Cost	55	55.00	35.17
Overall Reputation	20	18.00	16.00
Past relationship with municipality	15	13.00	10.00
Past experience on City/local projects	10	0.00	8.00
Total Score	**100**	**86**	**69.17**
	Rank	**1**	**2**

Enter Committee Member Name-3

Category	Points	Reese Albert	Darnell Construction, LLC
Cost	55	55.00	35.17
Overall Reputation	20	19.00	17.00
Past relationship with municipality	15	14.00	13.00
Past experience on City/local projects	10	0.00	8.00
Total Score	**100**	**88**	**73.17**
	Rank	**1**	**2**

Enter Committee Member Name-4

Category	Points	Reese Albert	Darnell Construction, LLC
Cost	55	55.00	35.17
Overall Reputation	20	20.00	20.00
Past relationship with municipality	15	15.00	15.00
Past experience on City/local projects	10	0.00	10.00
Total Score	**100**	**90**	**80.17**
	Rank	**1**	**2**

Enter Committee Member Name-5

Category	Points	Reese Albert	Darnell Construction, LLC
Cost	55	55.00	35.17
Overall Reputation	20	18.00	16.00
Past relationship with municipality	15	14.00	13.00
Past experience on City/local projects	10	0.00	9.00
Total Score	**100**	**87**	**73.17**
	Rank	**1**	**2**

Ranking Summary Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Committee Member Summary			
Category	**Total Points**	**Reese Albert**	**Darnell Construction, LLC**
Cost	275	275	175.872957
Overall Reputation	100	95.00	89
Past relationship with municipality	75	71	66
Past experience on City/local projects	50	0	45
Total Score	**500**	**441.00**	**375.87**
Rank		**1**	**2**

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached this form and the Written Justification to your Agenda Background Memo

Interview Evaluation Scoring Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Enter Committee Member Name 1				
Category	**Max Pts**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15	0	0	0
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved		0	0	0
Reserved		0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

Enter Committee Member Name-2				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	2	3
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**2**	**3**
	Rank	**3**	**2**	**1**

Enter Committee Member Name-3				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

Interview Evaluation Scoring Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Enter Committee Member Name-4				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

#REF!				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

#REF!

Interview Evaluation Scoring Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Category	Points	Enter Co. Name	Enter Co. Name	Enter Co. Name
Method of Presentation	15	0	2	3
Professionalism	15	0		100
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**0**	**2**	**103**
	Rank	**3**	**2**	**1**

Interview Evaluation Scoring Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Committee Member Summary				
Category	**Total Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	75	4	4	6
Professionalism	75	0	0	100
Enthusiasm for Project	75	0	0	0
Innovative Ideas/Creative Approach	150	0	0	0
Familiarity With Project	125	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**500**	**4**	**4**	**106**
	Rank	**2**	**2**	**1**

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached this form and the Written Justification to your Agenda Background Memo

AGREEMENT FOR INDUSTRIAL PARK SEWER EXTENSION
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

_____

RFCSP No. ES-03-17

This Agreement for Industrial Park Sewer Extension ("Agreement" or "Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and_____ _____, a Texas_____ company ("Provider" or "Contractor"), effective as of the_____ day of _____, 2017 (the "Effective Date").

RECITALS

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-03-17, for the extension of the existing sewer in Phase 1 of the San Angelo Industrial Park development as specified in the RFCSP No. ES-03-17 and contract documents ("Work" or "Services") and Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

D. On _____, 2017, the City Council of City of San Angelo, approved the selection of Provider and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TIME OF PERFORMANCE:** Contractor agrees to substantially complete Work within _____ (_____) consecutive calendar days ("Contract Time") after the date Work

commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

3. **LIQUIDATED DAMAGES:** City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of FOUR HUNDRED EIGHTY-TWO DOLLARS AND 98/100 ($482.98) for each calendar day that expires after the time specified in Section 2., or extension thereof as provided in Section 2., until Work is substantially complete.

4. SCOPE OF WORK/SERVICES:

A. Contractor shall be responsible for completing Work described in RFCSP No. ES-03-17, which is for the extension of the existing sewer in Phase 1 of the San Angelo Industrial Park development. Work will include connection to the existing sewer main located on the east side of Gateway Drive, crossing Gateway Drive westerly and continuing for a total distance of 1500 feet. The Work will require installation of manholes, 8" SDR 35 sewer pipe, roadway/curb cuts and connection to the existing 10" sewer main.

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

C. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be,

at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents.

5. **CONTRACT PRICE:** City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid price of _____ _____ ($_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. **PAYMENT PROCEDURE:** Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

7. **CONTRACT DOCUMENTS:** The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Competitive Sealed Proposal No. ES-03-17, Industrial Park Sewer Extension, **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-03-17, and as of the time this Contract is entered into by Contractor and City. **(By the execution hereof Contractor acknowledges that Contractor has received a copy of all the supplemental**

documents referenced in Section 3 of RFCSP No. ES-03-17, Exhibit "A", including the Technical Specifications and Project Plans (collectively "Supplemental Documents"), and has had the opportunity to review the same, is familiar with the provisions therein and agrees that all Supplemental Documents constitute a part of this Agreement as if set forth herein verbatim.)

- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.
- Special Insurance Rider, **Exhibit "C"**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 15. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

- This Agreement for Industrial Park Sewer Extension;
- RFCSP No. ES-03-17, **Exhibit "A"**;
- City of San Angelo Owner's Construction General Conditions, **Attachment 1**;
- All Supplemental Documents comprising RFCSP No. ES-03-17;
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**

8. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the Contract Documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

9. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has

not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

10. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

12. INDEMNIFICATION.

A. GENERAL INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as

"Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's

direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

13. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under

this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

14. <u>DEFAULT</u>: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

15. <u>RESOLUTION OF CONTRACT DISPUTES</u>: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or

incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

16. <u>TERMINATION RIGHTS OF CITY</u>:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

17. <u>NONDISCRIMINATION</u>: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with

Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

18. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

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

TO CITY:	**TO PROVIDER:**
City of San Angelo Attn: Russell Pehl 72 W. College Ave. San Angelo, Texas 76903 Phone: (325) 657-4201	_____ Attn: _____ _____ _____ Phone: _____

20. AMENDMENTS: City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

21. WARRANTY:

A. The Provider warrants and guarantees to the Owner that all Materials or Equipment will be new unless otherwise specified, free from faults or defects, and that all Work will be performed in a workmanlike manner, and in accordance with the specifications and requirements of the Contract Documents as well as of any required or applicable regulations, codes, inspections, test, or required approvals. All unsatisfactory, faulty or un-workman like Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered

defective. Prompt notice of all defective Work shall be given to the Provider. All defective Work, whether or not in place, may be rejected.

B. If required by the Owner prior to approval of final payment the Provider will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Provider will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Provider's defective Work. If the Provider does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be charged to the Provider, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price or otherwise paid by Provider.

C. Prior to the expiration of one (1) year after the date of Final Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents), if any Work is found to be defective, the Provider will promptly without cost to the Owner and in accordance with the Owner's written instruction, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Any such corrected or replaced defective work shall be warranted by the Provider for one year from and after such correction or replacement of work.

D. If the Provider does not promptly comply with the terms of such instructions to correct or replace defective Work, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Provider. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Provider and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Provider within thirty (30) days of written demand for payment accompanied by supporting documentation.

22. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

23. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

24. INDEPENDENT PROVIDER: Provider has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to City under this Agreement.

25. CONTINGENCY CLAUSE: City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment

or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

26. REAFFIRMATION OF REPRESENTATIONS: Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider's response to solicitation for bid.

27. DOCUMENTS OF INCORPORATION: This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

28. SURVIVAL OF REMEDIES: Anything in this Agreement to the contrary notwithstanding the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

29. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

30. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

[Signature page follows]

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

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

Date: _____, 2016

PROVIDER:

_____

BY: _____

ITS: _____

Date: _____, 2016

ATTEST:

BY:_____

ITS: _____

APPROVED AS TO CONTENT:

_____
Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Brandon Dyson, Assistant City Attorney

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

EXHIBIT "A"

AGREEMENT FOR INDUSTRIAL PARK SEWER EXTENSION

REQUEST FOR COMPETITIVE SEALED PROPOSALS

RFCSP ES-03-17

(Following pages)

EXHIBIT "B"

AGREEMENT FOR INDUSTRIAL PARK SEWER EXTENSION

CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

RFCSP ES-03-17

(Following pages)

EXHIBIT "C"

SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

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

$2,000,000.00	General Aggregate
$1,000,000.00	Products – Completed Operations
$1,000,000.00	Personal & Advertising Injury
$1,000,000.00	Each Occurrence
$ 100,000.00	Fire Damage (any one fire)

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

$ 1,000,000.00	Combined Single Limit

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

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

$ 500,000.00 Employer's Liability, Disease - Policy Limit

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

Attachment 1

AGREEMENT FOR INDUSTRIAL PARK SEWER EXTENSION

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

Ranking Summary Worksheet
RFCSP: ES-03-17/Industrial Park Sewer Line

Committee Member Summary			
Category	**Total Points**	**Reese Albert**	**Darnell Construction, LLC**
Cost	275	275	175.872957
Overall Reputation	100	95.00	89
Past relationship with municipality	75	71	66
Past experience on City/local projects	50	0	45
Total Score	**500**	**441.00**	**375.87**
	Rank	**1**	**2**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: David Knapp, Construction Manager, Construction Management, 325-262-1357

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider rejecting the sole bid for the proposed concession building at Texas Bank Sports Complex because bid price was over budget (D.Knapp)

Summary/History:

The proposed concession stand at the Texas Bank Sports Complex in Quad 2 is based on the original design built in Quads 1 & 3. The Quad 1 version is smaller yet not suitable for this location. This is designed to match the Quad 3 building size.

A large part of the project goes to bringing utilities to the new building site, this involves trenching which will have a big impact on the turf in this area. Both of these items added cost to the relatively simple building project

There were multiple contractors on site for the pre-proposal meeting but unfortunately there was only one final bid submitted. This bid was approximately $150,000 over budget. We plan to make a few changes to the design to reduce cost and take advantage of additional funds that may be available. Additional contractors have come forward with an interest to bid this project so we are hopeful for a better outcome in the future.

Financial Impact:

No Fiscal Impact

Other Information/Recommendation:

Recommend the reject of sole bid for the concession building project.

Attachments:

Presentation:

D. Knapp

Approvals/Reviews:

David Knapp	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider ratifying a Resolution by the City of San Angelo Development Corporation authorizing the Board President to execute a Memorandum of Understanding with the City of San Angelo providing funding not to exceed $100,000 for a project necessary to construct an extension of sewer main into Phase II of the San Angelo Business and Industrial Park (R.Pena)

Summary/History:

The resolution ratifies COSADC's approval of project and authorizes the negotiation and execution of an MOU with the City providing funding for infrastructure not to exceed $100,000. The project resolution and authorization of MOU was approved by a 7-0 vote on Wednesday, February 22.

Tom Green County is required to extend a sewer main from a location in the Industrial Park to the new jail site to the north. The new sewer main will run by the northern portion of the industrial park and will provide the infrastructure needed for a future company(s) locating in Phase II. The estimated cost of a new sewer main for the portion in Phase II is shared with Tom Green County. However, the Memorandum of Understanding provides for an upfront payment of $4000 with the remainder to occur once a company connects to the sewer main. The total costs are estimates at this time since the project has not been completed.

In August of 2016 the Board discussed Tom Green County's extension of a sewer main to the proposed site of the new Tom Green County Jail.

Financial Impact:

Not to exceed $100,000 from future projects account #452900; budget amendment in progress.

Other Information/Recommendation:

Attachments:

1.	City Resolution	17-314_ED_CITY_COSADC_PHASE_II_INDUST_PK_SEWER_MOU.docx
2.	COSADC Resolution	5e2_17-XXX_COSADC_CITY_MOU_INDUST_PK_II_SEWER_PROJECT_RESO.docx
3.	COSADC_City_MOU_Sewerline	5e3_17-XXX_COSADC_CITY_MOU_INDUST_PK_II_SEWERLINE_PROJECT (002).docx
4.	Proposed Sewer Exhibit	Proposed Sewer Exhibit.pdf

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Roland Pena	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL RATIFYING THE AUTHORIZATION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) BOARD APPROVING A PROJECT AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH COSADC PROVIDING FUNDING NOT TO EXCEED $100,000, FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY TO CONSTRUCT AN EXTENSION OF A SEWER MAIN INTO PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK.

WHEREAS, The voters of the City of San Angelo on November 2, 20I0 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and

WHEREAS, COSADC is a Type B development corporation authorized under state law to expend funds for infrastructure necessary to promote or develop new or expanded business enterprises, including sewer utilities; and,

WHEREAS, the City of San Angelo Industrial Park is in need of an extension of a sewer main, being approximately 2,400 linear feet of 8" (inch) sewer main, into Phase II of the San Angelo Business and Industrial Park necessary to develop new business in the Park (the "Project"); and,

WHEREAS, the City's Engineering Department can provide professional engineering services to design, prepare bid documents, contract for the construction of and oversee construction of the Project, subject to any special terms and conditions set forth in a construction contract for the Project to be approved by the City and COSADC; and,

WHEREAS, on February 22, 2017, the board of directors of COSADC determined that the Project is authorized, approved allocation of an amount not to exceed $100,000, for payment of costs to be incurred by City for the Project, and authorized the Board President to execute a Memorandum of Understanding with the City therefore;

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

The City of San Angelo City Council ratifies the authorization of the City of San Angelo Development Corporation (COSADC) Board approving a project providing funding for a sewer main extension into Phase II of the San Angelo Business and Industrial Park by the City and hereby authorizes the City Manager to negotiate and execute a memorandum of understanding with the COSADC for

support of the project in a sum not to exceed $100,000.

PASSED and APPROVED THIS 7th DAY OF March, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

_____
Roland Peña, Director of Economic Development

APPROVED AS TO FORM

_____
Theresa James, City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN ANGELO PROVIDING FUNDING NOT TO EXCEED $100,000 FOR A PROJECT AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 501 FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY TO CONSTRUCT AN EXTENSION OF A SEWER MAIN INTO PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK.

WHEREAS, the City of San Angelo Industrial Park is in need of an extension of a sewer main, being approximately 2,400 linear feet of 8" (inch) sewer main, into Phase II of the San Angelo Business and Industrial Park necessary to develop new business in the Park (the "Project"); and,

WHEREAS, the City's Engineering Department can provide professional engineering services to design, prepare bid documents, contract for the construction of and oversee construction of the Project, subject to any special terms and conditions set forth in a construction contract for the Project to be approved by the City and COSADC; and,

WHEREAS, the board of directors of COSADC determines that the Project and provision for project funding are in compliance with the requirements and purposes of the Development Corporation Act, Section 501.103, authorizing infrastructure improvements necessary to promote or develop new or expanded business enterprises; and,

WHEREAS, the COSADC Board approves the allocation of an amount not to exceed One Hundred Thousand and No/100 Dollars ($100,000.00) of sales and use tax proceeds for payment of costs to be incurred by City for the Project; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation before expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

NOW, THEREFORE, BE IT RESOLVED BY THE SAN ANGELO DEVELOPMENT CORPORATION THAT:

The City of San Angelo Development Corporation Board of Directors offers this Resolution in support of: City Council approval of the "Project" for infrastructure improvements necessary to construct an extension of a sewer main into Phase II of the San Angelo Business and Industrial Park in a sum not to exceed One Hundred Thousand and No/100 Dollars ($100,000.00); authorizing the COSADC Board President to execute a Memorandum of Understanding with the City of San Angelo in substantially the attached form; publication of

notice of the Project; and holding public hearing as required by law.

PASSED, APPROVED, and ADOPTED on this the 24th day of February, 2017.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

By: _____
Tommy Hiebert, President

ATTEST:
By: _____
Bryan Kendrick, Corporation Secretary

APPROVED AS TO CONTENT

By: _____
Roland Peña, Director of Economic Development

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND THE CITY OF SAN ANGELO RELATING TO A PROJECT AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 501 FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY TO CONSTRUCT AN EXTENSION OF A SEWER MAIN INTO PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK.

This Memorandum of Understanding ("MOU") entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION ("COSADC"), a State of Texas non-profit Type 4B development corporation ("COSADC") and the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation ("City"), effective March 7, 2017 ("Effective Date"), relates to COSADC awarding funding for an approved Project for construction of a sewer main extension at Phase II of the San Angelo Business and Industrial Park.

RECITALS

WHEREAS**,** the voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Development Corporation Act (the "Act"), including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure; and,

WHEREAS, COSADC is a Type 4B development corporation authorized under state law to fund projects suitable for infrastructure, including sewer utilities, necessary to promote or develop new or expanded business enterprises; and,

WHEREAS, the City and Tom Green County ("TGC") entered into a Memorandum of Understanding on October 4, 2016, relating in part to extension of a sewer main necessary to service a new county jail facility (hereinafter "County Jail Project MOU"); and,

WHEREAS expansion of a municipal sewer main to service Phase II of the Business and Industrial Park (the "Project") is infrastructure necessary for expansion of the Business and Industrial Park into Phase II, which will promote, develop and expand business enterprises at the Industrial Park, and as such is a Project authorized pursuant to Chapter 501 of the Texas Local Government Code; and,

WHEREAS, extending the sewer main adjacent to Phase II of the San Angelo Business and Industrial Park will facilitate the county in provision for utilities for the new county jail facility;

NOW THEREFORE, the parties hereto cause this MOU to be executed by their duly authorized representatives for the purpose of memorializing the terms expressed herein.

1. **Recitals:** The foregoing recitals are true and correct and are adopted by the parties as part of this MOU.

2. **Term:** This MOU shall become enforceable upon its Effective Date first hereinabove provided; and, except as may be otherwise agreed to between the parties, shall automatically terminate upon completion of the sewer main extension and COSADC's full reimbursement of its proportionate share of Project costs.

3. **Reimbursement Obligation of COSADC:** COSADC shall reimburse one half of the proportionate construction costs incurred by TGC for construction of a sewer main abutting Phase II of the Business and Industrial Park and related to the county's extension of utility service for the new jail facility. The reimbursement shall be in installments on a cost per front foot basis due as abutting lots in Phase II of the Industrial Park are developed. The estimated cost per front foot is $65 per foot for 2,400 feet plus five manholes at $4,500 each, ½ of said cost being $89,250, the estimated sum of COSADC's reimbursement obligation. Each installment payment shall be to City and forwarded to TGC pursuant to terms of the County Jail Project MOU. On or before _____, 2017, COSADC shall advance FOUR THOUSAND DOLLARS ($4,000.) to City to be forwarded to TGC and credited against COSADC's reimbursement obligation hereunder. In no event shall COSADC's reimbursement obligation exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.), subject to adjustment based upon actual front foot costs as may be agreed to in writing executed by officers of each party hereto duly authorized by their governing bodies .

4. **City's Obligations:**

A. CITY shall perform its obligations under the County Jail Project MOU, including but not limited to forwarding COSADC's advance payment and installment payments made under this agreement to TGC.

B. CITY shall provide construction oversight during the course of the Project, as well as post construction inspection services.

C. CITY shall periodically as required by COSADC, and upon completion of extension of the sewer main, or at other times on request of COSADC staff, report progress on construction of the sewer main extension and provide accountings of the application of Project funds. City shall refund and remit any and all excess Project funds provided by COSADC no later than sixty (60) days after completion of construction of the sewer main extension.

5. **Assignment:** This MOU shall not be assigned by any of the parties to it, in whole or in part, without the prior written consent of each of the other parties, which consent may be arbitrarily withheld or conditioned.

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

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Attention: Director of Economic Development
69 N. Chadbourne Street
San Angelo, Texas 76903

DRAFT

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

With a mandatory copy to:

City Attorney's Office
72 W. College Avenue
San Angelo, Texas 76903

7. <u>Contingency Clause</u>: The funding obligation of COSADC under this MOU is contingent on the availability of funds and continued authorization for project activities. This MOU is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' written notice thereof to CITY.

8. <u>No Joint Venture</u>: It is acknowledged and agreed by the parties hereto that the terms of this MOU are not intended to and shall not be deemed to create any partnership or joint venture between the parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third party in connection with CITY's operations, employees or contractors.

9. <u>Miscellaneous Provisions</u>:

A. This MOU shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this MOU can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the parties relating to this MOU shall be in Tom Green County, Texas.

B. Title and paragraph headings are for convenient reference and are not a part of this MOU.

C. The meaning of capitalized terms shall be as defined under this MOU.

D. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

E. This MOU constitutes the sole and entire agreement between the parties hereto relating to the subject matter of this MOU. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MOU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes that prevent a party from performing, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or

DRAFT

mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this MOU.

G. This MOU shall be binding upon the parties hereto, their legal representatives, successors or permitted assigns.

H. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

I. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. Failure by a party on one or more occasions to exercise one or more of its rights under this MOU shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

J. The provisions of this MOU, which by their nature extend beyond the expiration or termination of this MOU, will survive expiration or termination of this MOU.

K. This MOU has been officially authorized by the governing body of each party hereto and each signatory to this MOU guarantees and warrants that the signatory has full authority to execute this MOU and to legally bind the respective party to it.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, on the dates indicated below.

ATTEST:	CITY OF SAN ANGELO DEVELOPMENT CORPORATION
_____	_____
Bryan Kendrick, Secretary / CITY Clerk	Tommy Hiebert, President

Date: _____, 2017

ATTEST:	CITY OF SAN ANGELO
_____	_____
Bryan Kendrick, CITY Clerk	Daniel Valenzuela, CITY Manager

Date: _____, 2017

DRAFT

APPROVED AS TO CONTENT

_____

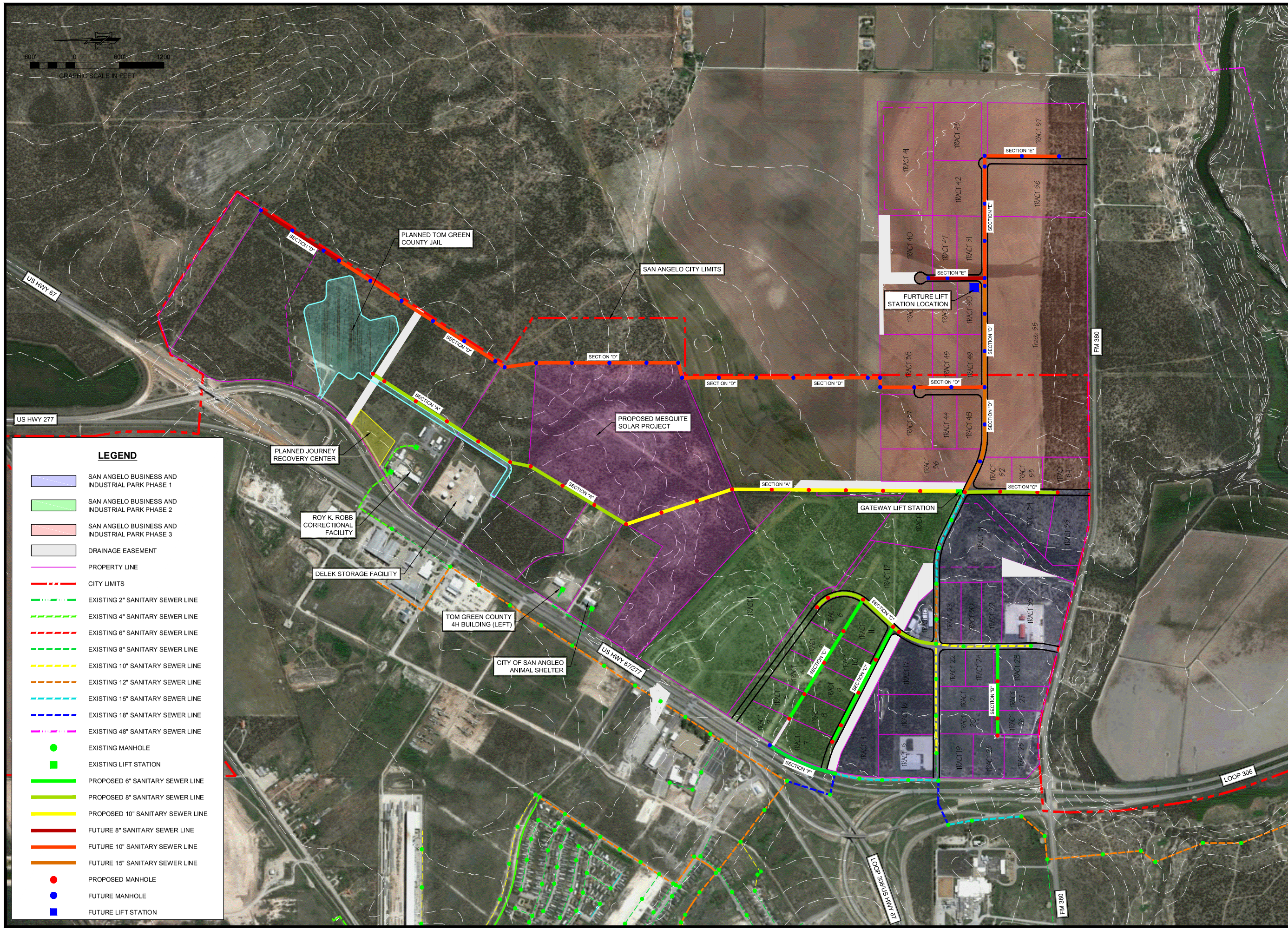
Roland Peña, Economic Development Director

APPROVED AS TO FORM

_____

Dan Saluri, Deputy City Attorney

DRAFT



MARK	REVISION	DATE

\\KSA-SA-SERVER1\MAIN1\PROJECTS\SAN\05700.07 CAD\02 PROJECT\20 BASE FILES\ SANITARY SEWER STUDY BASE FILE - XX.DWG
DRAWING PATH\NAME | LAYOUT | PLOT DATE - TIME

PROPOSED INFRASTRUCTURE

SHEET NAME:

SANITARY SEWER FEASIBILITY STUDY SAN ANGELO, TEXAS

PROJECT NAME:

DRAWN BY:	JWD
DESIGNED BY:	JWD
LATEST REVISION:	1/26/2016
KSA JOB NO.:	SAN 057

KSA
58 Buick Street, San Angelo, Texas 76901
T. 325-947-1555 F. 325-947-1559
www.ksaeng.com

This document is released for the purpose of interim review under the authority of Kyle L. Newton, P.E., 115920, on January 26, 2016. It is not to be used for construction, bidding, or permit purposes.

SEAL:
TBPE Firm Registration No. F-1356

SHEET NO.
EX-4

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Second reading for an Ordinance related to the dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277 (J.James)

Summary/History:

Tom Green County submitted this request for dis-annexation from the City of San Angelo's jurisdictional boundaries on January 26, 2017. Commissioner Rick Bacon, for the County, indicated that such action was for the purpose of pursuing a State grant. This grant would provide significant funding for the construction of part of the infrastructure of the County's planned detention facility generally located off U.S. Highway 277, 880 feet west of the intersection of M H Morgan Trail and U.S Highway 67.

It is the County's intent, as part of an Interlocal Development Agreement, to also seek permission to have water and sewer service provided to the site at negotiated rates consistent with those imposed for lands within the city limits. To further facilitate this, there is also a First Amendment to a Memorandum of Understanding.

Financial Impact:

N/A

Other Information/Recommendation:

This item does not require review and approval from the Planning Commission. On February 21, 2017, City Council voted unanimously to approve the Ordinance on First Reading, along with the associated Interlocal Development Agreement and the First Amendment to the MOU.

Attachments:

1. Draft Ordinance Dis-Annexation Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn	Approved
Bryan Kendrick	Final Approval

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DISANNEXATION OF CERTAIN LAND BEING 184.627 ACRES MORE OR LESS LOCATED NORTH OF F.M. 380 AND EAST OF U.S. HIGHWAYS 67 AND 277; PROVIDING FOR NON-SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Section 43.142 provides that a home-rule municipality may disannex an area in the municipality according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by Chapter 43; and

WHEREAS; Sections 2 of the City of San Angelo City Charter ("Charter") provides that the corporate limits of the City shall be as heretofore or hereinafter established by the City Council or the people; and'

WHEREAS, Section 3 of the Charter provides that the City Council shall have the power, after public hearing, of fixing the boundaries of the City; and,

WHEREAS, Tom Green County, the owner of certain territory within the City's Corporate limits being 184.627 acres more or less, generally located north of F.M. 380 and east of U.S. Highways 67 and 277, as more particularly described and depicted on **Exhibit "A" to Attachment 1** hereto ("Territory"), has petitioned City Council to disannex the Territory; and,

WHEREAS, the petitioner acknowledges, and City Council finds, that during the time that the Territory has been located within the City's Corporate Limits the amount of property taxes collected by the City was roughly proportional to the amount of money the City spent for the direct benefit of the area during that period; and, therefore, the City shall not be required to refund any taxes or fees to the petitioner; and,

WHEREAS, the petitioner acknowledges, and City Council finds, that the petition does not allege that the City Council failed or refused to provide services or to cause services to be provided within the Territory within a time period required by statute or specified in a service plan prepared for the Territory; and, therefore, the disannexation does not fall under the purview of Texas Local Government Code Section 43.141; and

WHEREAS, the petitioner acknowledges, and City Council finds, that the Territory to be disannexed does not include the disannexation of a road or highway; and

WHEREAS, proper notice of public hearing upon this ordinance has been posted in accordance with applicable law and on February 21, 2017, City Council held a public hearing and permitted interested persons and the general public to give testimony and express opinions as to the merits of the proposed disannexation;

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

SECTION 1. The above findings are hereby determined to be true and are incorporated for all purposes as if fully set out herein;

SECTION 2. The petition for disannexation requested by Tom Green County is attached hereto as **Attachment 1**; and is hereby incorporated for all purposes as if fully set out herein.

SECTION 3. As of the effective date of this Ordinance, the land and territory described as follows, are hereby disannexed from the corporate limits of the City of San Angelo, Texas, and said territory as described shall hereafter be removed from the boundary limits of said City, and the present boundary limits of the City of San Angelo, Texas, are altered and amended so as to remove the territory from the corporate limits of the City;

> 184.627 +/- acres of land located in Tom Green County, State of Texas, generally located north of F.M. 380 and east of U.S. Highways 67 and 277, as more particularly described and depicted on **Exhibit "A" to Attachment 1** hereto and incorporated by reference thereto as part of this ordinance.

SECTION 4 . As of the effective date of this Ordinance, the land and territory so described and so amended shall no longer be part of the City of San Angelo, Texas and the land and territory shall no longer bear any of the taxes levied by the City of San Angelo, Texas and the future inhabitants thereof shall no longer be entitled to any rights or privileges as citizens; nor shall they be bound by the acts, ordinances, resolutions, and regulations of the City of San Angelo, Texas, as such shall be limited in application to the citizens and corporate limits of said City.

SECTION 4. As of the effective date of this Ordinance, the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

SECTION 5. This Ordinance is not severable.

INTRODUCED on the 21st day of February, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 7th day of March, 2017.

THE CITY OF SAN ANGELO

_____

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Bryan Kendrick, City Clerk

_____

Theresa James, City Attorney

Attachment 1

TOM GREEN COUNTY

STEPHEN C. FLOYD
COUNTY JUDGE

PETITION REQUESTING DIS-ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS
The undersigned owner of the hereinafter described tract of land hereby petition(s) your honorable Body reduce the present City limits so as to exclude as part of the City of San Angelo, Texas, the property described in Exhibit "A," by metes and bounds and attached herein.

I, County Judge Stephen C. Floyd, of Tom Green County, hereby certify that the above described tract of land is continuous and adjacent to the City of San Angelo, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____
Printed Name: Stephen C. Floyd
Title: Tom Green County Judge Date: 12-27-16

THE STATE OF TEXAS
COUNTY OF TOM GREEN
BEFORE ME, this instrument was acknowledged on December 27, 2016 by Stephen C. Floyd, County Judge.

_____
Notary Public, State of Texas
My commission expires: 11-16-2020

SANDRA KENNEY
Notary Public
STATE OF TEXAS
ID#714631-3
My Comm. Exp. Nov. 16, 2020

122 West Harris ☆ San Angelo, Texas 76903 ☆ (325) 653-3318 ☆ (325) 659-3258 Fax
e-mail☆steve.floyd@co.tom-green.tx.us
Affirmative Action/Equal Opportunity Employer

Exhibit “A”

FIELD NOTES

184.627 Acres

December 22, 2016
15-S-1560_184ac

Being an area of 184.627 acres of land out of Mrs. Julia A. Egglestone Survey 2, Abstract No. 4984, J. Fenner Survey 1, Abstract No. 4985, and J. W. Johnson Survey 10, Abstract No. 8134, Tom Green County, Texas and also being out of that certain 5278.9 acre tract described by Warranty Deed recorded in Volume 327, Page 65, Official Public Records of Real Property of said Tom Green County and said 184.627 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron pipe found for the north corner of this tract and being in the east line of said Survey 2, 2527.27 feet S. 00° 23' 28" W. from a 2" iron pipe found for the northeast corner of said Survey 2 and from said beginning corner a fence post bears S. 37° 34' 48" W. 11.17 feet;

Thence with the northeast line of this tract and across said 5278.9 acre tract, S. 57° 13' 06" E. (Called S. 57° 13' 37" E.) 1994.86 feet to a ½" iron pipe found for the east corner of this tract;

Thence with the southeast line of this tract, S. 32° 46' 54" W. (Called S. 32° 46' 23" W.) 4263.43 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the south corner of this tract;

Thence with the southwest line of this tract, N. 57° 13' 06" W. (Called N. 57° 13' 37" W.) 1153.37 feet to a 3/8" iron rod found for the east corner of a certain 22.27 acre tract described by deed recorded in Volume 199, Page 586, Official Public Records of Real Property and ell corner of this tract;

Thence N. 32° 45' 27" E. 625.19 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a reentrant corner of this tract;

Thence N. 57° 12' 37" W. 941.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a westerly corner of this tract in the west or northwest line of said 5278.9 acre tract and southeast right-of-way line of U. S. Highway 277;

Thence with the west or northwest line of this tract and said 5278.9 acre tract and said right-of-way of U. S. Hwy. 67, N. 58° 14' 18" E. (Called N. 58° 13' 47" E.) 371.48 feet to a point from which a punch mark in brass disk right-of-way marker bears S. 35° 50' 51" E. 0.62 feet for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet, central angle of 07° 00' 00", arc length of 280.44 feet and whose long chord bears N. 54° 44' 18" E. (Called N. 54° 43' 47" E.) 280.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve and the beginning of another curve to the left;

Thence with said curve to the left, having a radius of 1750.02 feet, central angle of 56° 25' 58", arc length of 1723.66 feet and whose long chord bears N. 23° 01' 17" E. (Called N. 23° 00' 47" E.) 1654.84 feet to a brass disk right-of-way marker found for the end of this curve and beginning of another curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet central angle of 02° 43' 14", arc length of 109.00 feet and whose long chord bears N. 06° 33' 19" W. (Called N. 06° 33' 50" W.) 108.99 feet to a ½" iron rod found for the end of this curve and the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 573.69 feet, central angle of 41° 15' 21", arc length of 413.09 feet and whose long chord bears N. 12° 58' 49" E. (Called N. 12° 58' 18" E.) 404.22 feet to a found punch mark in brass disk right-of-way marker for the end of this curve;

Thence N. 32° 49' 19" E. (Called N. 32° 48' 45" E.) 325.15 feet to a found punch mark in brass disk right-of-way marker;

Thence N. 27° 59' 43" E. (Called N. 27° 59' 12" E.) 184.45 feet to a ½" iron pipe found for a northwest corner of this tract and from which a fence post bears N. 37° 34' 48" E. 3.07 feet;

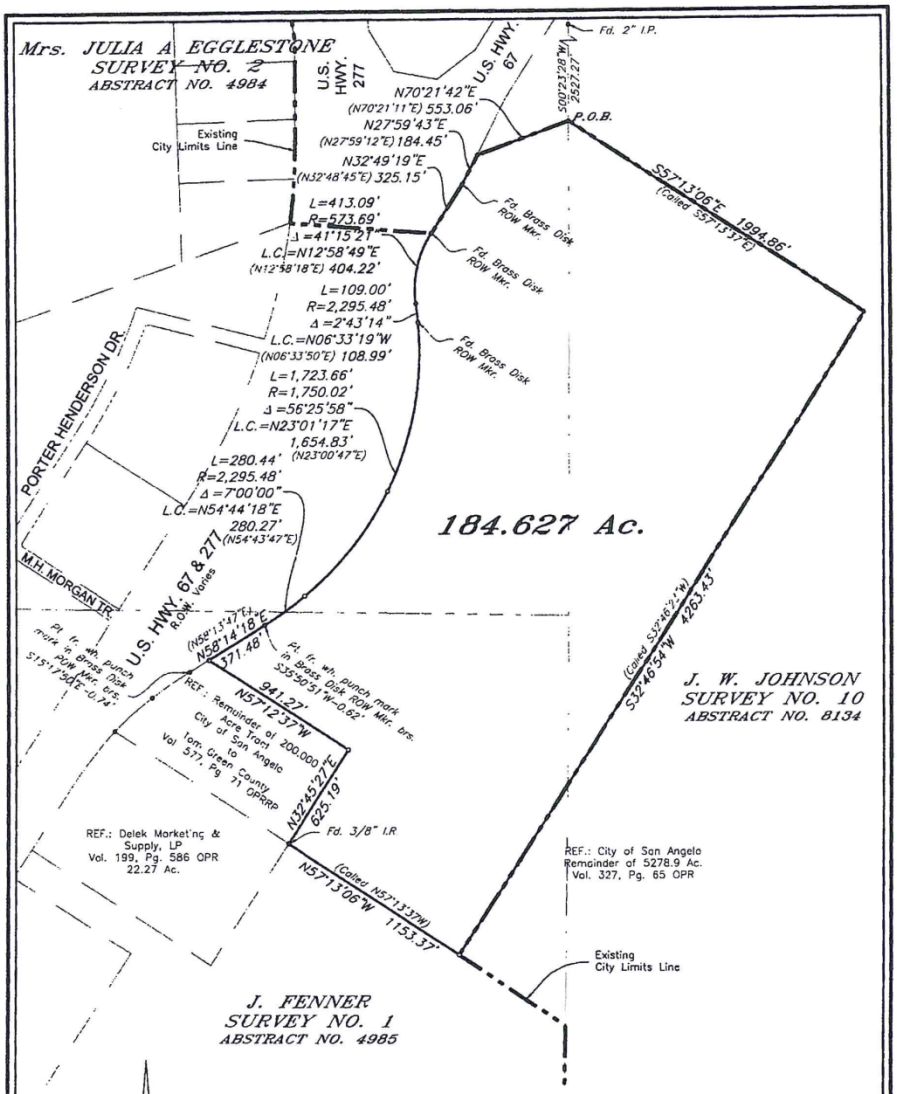
Thence N. 70° 21' 42" E. (Called N. 70° 21' 11" E.) 553.06 feet to the point of beginning and containing an area of 184.627 acres of land.

Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See Attached Plat of Survey.

Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR


Mrs. JULIA A. EGGLESTONE
SURVEY NO. 2
ABSTRACT NO. 4984
U.S. HWY. 277
U.S. HWY. 67
Fd. 2" I.P.
S00°23'28"W 2527.27'
P.O.B.
N70°21'42"E
(N70°21'11"E) 553.06'
N27°59'43"E
(N27°59'12"E) 184.45'
N32°49'19"E
(N32°48'45"E) 325.15'
Existing City Limits Line
L=413.09'
R=573.69'
Δ=41°15'21"
L.C.=N12°58'49"E
(N12°58'18"E) 404.22'
L=109.00'
R=2,295.48'
Δ=2°43'14"
L.C.=N06°33'19"W
(N06°33'50"E) 108.99'
L=1,723.66'
R=1,750.02'
Δ=56°25'58"
L.C.=N23°01'17"E
1,654.83'
(N23°00'47"E)
L=280.44'
R=2,295.48'
Δ=7°00'00"
L.C.=N54°44'18"E
280.27'
(N54°43'47"E)
Fd. Brass Disk ROW Mkr.
Fd. Brass Disk ROW Mkr.
Fd. Brass Disk ROW Mkr.
S57°13'06"E 1994.86'
(Called S57°13'37"E)
PORTER HENDERSON DR.
M.H. MORGAN TR.
U.S. HWY. 67 & 277
R.O.W. Varies
184.627 Ac.
(N58°13'47"E)
N58°14'18"E
371.48'
Pt. fr. wh. punch mark in Brass Disk ROW Mkr. brs.
S15°17'50"E-0.74'
Pt. fr. wh. punch mark in Brass Disk ROW Mkr. brs.
S35°50'51"W-0.62'
N57°12'37"W
941.27'
REF.: Remainder of 200.000 Acre Tract to City of San Angelo Tom Green county Vol 571, Pg 71 OPRRP
N32°45'27"E
625.19'
Fd. 3/8" I.R.
(Called S32°46'2"W)
S32°46'54"W 4263.43'
J. W. JOHNSON
SURVEY NO. 10
ABSTRACT NO. 8134
REF.: Delek Marketing & Supply, LP
Vol. 199, Pg. 586 OPR
22.27 Ac.
REF.: City of San Angelo
Remainder of 5278.9 Ac.
Vol. 327, Pg. 65 OPR
(Called N57°13'37"W)
N57°13'06"W 1153.37'
Existing City Limits Line
J. FENNER
SURVEY NO. 1
ABSTRACT NO. 4985
N
SCALE: 1"= 500'
0 100 200 400
GRAPHIC SCALE : FEET
NOTE : Bearings shown hereon are based on the Texas Coordinate System – Central Zone.
Distances shown are surface horizontal.
LEGEND:
Found ½" Iron Pipe or Rod (unless otherwise noted)
Set ½" Iron Rod with Cap Marked "SKG ENGINEERS"
(XXX) Deed Call
PLAT SHOWING A SURVEY OF 184.627 ACRES OUT OF MRS. JULIA A. EGGLESTONE SURVEY NO. 2, ABSTRACT NO. 4984, J. FENNER SURVEY NO. 1, ABSTRACT NO. 4985 AND J.W. JOHNSON SURVEY NO. 10, ABSTRACT NO. 8134 AND BEING ALL OF THAT CERTAIN 200.000 ACRE TRACT DESCRIBED AND RECORDED IN VOLUME 571, PAGE 71, OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS.
Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.
Surveyed on the ground February 18, 2016.
RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636
STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL LAND SURVEYOR
15-E-1560

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, Budget,

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Second reading for an ordinance amending appendix a, "Fee Schedule", Article A15.000, "Facility Use Fees", by adding Section A15.002 "Fort Concho facility, membership and attendance fees"; providing for severability; and, providing for an effective date (M. Chegwidden)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

For Fort Concho, there is one new fee proposed at this time, several items proposed to increase, and the remaining fees have been approved/discussed in the past and simply need to be ratified in an ordinance at this time.

Ratify Existing Fee
- Events x 12
- Tours/Membership x 3
- Venue x 3

Increase Fee
- Events x 3
- Venues x 4

New Fee
- Event x 1

Staff proposes the attached list of fees based on the estimated cost of service and/or survey of peers and market demand.

Financial Impact:

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

1. Ordinance 17-247_FORT_CONCHO_FACILITY_FEES_02-09-17.docx
2. Fee List Fort+Concho+Fee+List.pdf

3. PowerPoint Presentation FIN+170221+Fort+Fee+Review+Discussion.pptx

Presentation:

Yes

Approvals/Reviews:

Bryan Kendrick Created/Initiated

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A15.000, "FACILITY USE FEES", BY ADDING SECTION A15.002 "FORT CONCHO FACILITY, MEMBERSHIP AND ATTENDANCE FEES"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fort Concho is a National Historic Landmark and Museum that includes twenty-three original and restored fort structures; and,

WHEREAS, Fort Concho has established a membership group to help achieve preservation, restoration and educational missions of the Fort Concho National Historic Landmark and Museum; and,

WHEREAS, a number of the historic structures are leased to the public for special events and gatherings pursuant to a schedule of user fees; and,

WHEREAS, Fort Concho is utilized by the City for workshops and events that charge attendance fees; and,

WHEREAS, the City of San Angelo Code of Ordinances includes a schedule of user fees that are periodically reviewed by staff and council to provide for compensation necessary to cover facility maintenance and operational expenses; and,

WHEREAS, the City Council has reviewed staff's account of Fort Concho maintenance and operational costs and revenues, and recommendation regarding user fees for Fort Concho facilities, and desires to amend Article A15.000 "Facility Use Fees" of Appendix A "Fee Schedule" by adopting Section A15.002 "Fort Concho Facility, Membership and Attendance Fees" establishing user fees for rental of Fort Concho facilities as well as membership and

attendance fees that reasonably reflect the cost to the City of providing those facilities and activities;

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

Section 1) Article A15.000 "Facility Use Fees of "Appendix "A", "Fee Schedule", of the City of San Angelo Code of Ordinances Article, is hereby amended by adding Section A15.002, "Fort Concho Facility Fees", to read as follows:

(a)

"**Fees for rental of Fort Concho facilities shall be as follows:**

Venue	Daily Rate*	Additional partial days*	Deposit
Barracks 6	$300	$150	$150
Commissary	$600	$300	$300
Courtyard	$150	$75	$75
Officer Quarters 1	$125-175	$100	$100
Officer Quarters 8	$250	$125	$125
Quartermaster	$500	$250	$250
Stables	$1,500	$750	$750

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

(b)

Fees for event attendance, event rentals and membership

Children's Workshops/Youth--attendance	$10 - $35
Christmas Event - attendance	$3 - $7
Christmas Event - Food Booth--rental	$250 - $400
Christmas Event - Space rental	$300 - $400
Christmas Event - Sutler Fee--rental	$100
Event Food Sales	20% of gross
Frontier Day - Booth Rentals	$10 - $100
Frontier Day - Pancake Breakfast--attendance	$6
Halloween Theme - night programs--attendance	$5 - 15
Memberships	$35 - $5,000
National Cowboy Day--attendance	$8 - $10

Regional Cavalry competition Registration	$85 - $150
Tours – Guided	$5 adults, $4 seniors/military, $3 children 7-17
Tours – Self Guided	$3 adults, $2 seniors/military, $1.50 children 7-17
Event Tours - docent	$5 / person $150 min charge
Evening at Fort Concho—including use of Barracks 6 or Officers' Quarters 8	$8 / person $350 min charge
Baseball Demonstration--attendance	$6 / person $300 min charge
Baseball Demonstration with Artillery Demonstration--attendance	$150 Additional
Artillery Demonstration--attendance	$300

Section 2: All provisions of Article 15.000 of Appendix A not amended hereby shall remain in full force and effect.

Section 3: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 21st day of February, 2017, and finally PASSED, APPROVED and

ADOPTED on this the 7th day of March, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Robert Bluthardt, Manager Fort Concho Museum

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Director of Finance

APPROVED AS TO FORM

_____

Theresa James, City Attorney

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact
Fort Concho 420-0000	Children's Workshops/Youth	Increase	182.32	$10 - $15	$10 - $35 about $6 / hour	$500
Fort Concho 420-0000	Christmas Event - attendance	Needs Ratified		$3 - $7		
Fort Concho 420-0000	Christmas Event - Food Booth	Needs Ratified		$250 - $400		
Fort Concho 420-0000	Christmas Event - Space rental	Needs Ratified		$300 - $400		
Fort Concho 420-0000	Christmas Event - Sponsorship	Increase		$50 - $2,500	$50 - $5,000	$2,500
Fort Concho 420-0000	Christmas Event - Sutler Fee	Needs Ratified		$100		
Fort Concho 420-0000	Event Food Sales	New			20% of gross	$500
Fort Concho 420-0000	Frontier Day - Booth Rentals	Increase		$10 - $20	$10 - $100	$100
Fort Concho 420-0000	Frontier Day - Pancake Breakfast	Needs Ratified		$6		
Fort Concho 420-0000	Frontier Day - Sponsorship Fees	Increase		$50 - $500	$50 - $1,000	$500
Fort Concho 420-0000	Tours - Guided	Needs Ratified		$3 - 5		
Fort Concho 420-0000	Halloween Theme - night programs	Increase		$5 - 8	$5 - 15	$300
Fort Concho 420-0000	Living History - sponsorship for out of town events	Needs Ratified		$25 - $500		
Fort Concho 420-0000	Memberships	Needs Ratified		$35 - $5,000		
Fort Concho 420-0000	National Cowboy Day	Needs Ratified		$8 - $10		

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact
Fort Concho 420-0000	Regional Cavalry competition Registration	Needs Ratified		$85 - $150		
Fort Concho 420-0000	Tours - Self Guided	Needs Ratified		$1.50 - $3		
Fort Concho 420-0000	Tours - with uniformed guide or costumed docent	Needs Ratified		$5 / person; $150 min charge		
Fort Concho 420-0000	Evening at Fort Concho	Needs Ratified		$8 / person; $350 min charge		
Fort Concho 420-0000	Baseball Demonstration	Needs Ratified		$6 / person; $300 min charge		
Fort Concho 420-0000	Baseball Demonstration with Artiller	Needs Ratified		$150 Additional		
Fort Concho 420-0000	Artillery Demonstration	Needs Ratified		$300		

City Council

February 21, 2017

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Christmas Event – Attendance	$3 - 7		
Christmas Event – Space Rental	$300 - 400		
Christmas Event – Sutler Rental	$100		
Christmas Event – Food Booth	$250 - 400		
Frontier Day – Booth Rentals	$10 - 20	$10 - 100	$100
Frontier Day – Pancake Breakfast	$6		
National Cowboy Day	$8 - $10		
Regional Cavalry Competition Registration	$85 - $150		
Event Food Sales	0	20% of gross	$500

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Halloween Theme Night	$5 - 8	$5 - 15	$300
Children's Workshops/Youth	$10 - 15	$10 - 35	$500
Baseball Demonstration	$6 / person $300 min.		
Baseball Demonstration with Artillery Demonstration	$150 Additional		
Artillery Demonstration	$300		
Event Tours – Docent	$5 / person $150 min.		
Evening at Fort Concho	$8 / person $350 min.		

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Tours – Self Guided	$1.50 - 3		
Tours – Guided	$3 - 5		
Memberships	$35 - $5,000		

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Barracks 6	$250/day	$300 / day	$2,000
Commissary	$500/day	$600 / day	$5,000
Courtyard	$150/day		
OQ1	$125-175/day		
OQ8	$250/day		
Quartermaster	$400/day	$500 / day	$3,000
Stables	$1,200/day	$1,500 / day	$15,000
Non-profit discount	Same as above	Half Price, Monday - Thursday	$1,000

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Estimated Cost of Service
Children's Workshops/Youth	$10 – 15	$10 - 35	$182.32

Survey	Nature Center	State Park
Children's Workshops/Youth	$100 / 4 days	$75 / 3 days

2017 Fee Review

Survey	Proposed Fee	Downtown Ghost Walk	Fright Fest	Paint Ball Haunted Adventure
Halloween Theme - night programs	$5 - 15	$15	$3 – 4	$20

Survey	Proposed Fee	Abilene Junior League Show	Christmas Event
Frontier Day- Booth Rentals	$10 - 100	$500	$300

2017 Fee Review

Survey	Proposed Fee	Farmers Market
Event Food Sales	20% of gross	$100 / day or $10% of sales

Survey	Proposed Fee	McNease	SAMFA	Cactus	ASU LeGrand
Barracks 6	$300	$500	$1,400	$1,200	$1,250
Commissary	$600	$500	$1,400	$1,200	$1,250
Quartermaster	$500	$500	$1,400	$1,200	$1,250
Stables	$1,500	$1,500	N/A	$1,700	$2,000

City Council

February 21, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Second reading for an ordinance amending appendix A fee schedule, article A9.000 planning and related fees, by repealing in its entirety section A9.009 fees for sign placement or erection, amending section A9.007 miscellaneous planning fees, to provide for adjustment of certain fees and addition of fees for additional planning services, providing for severability and an effective date (M. Chegwidden)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Although we are still early in the fee review process, it is appropriate to propose planning fees at this time.

Staff proposes the following fees based on the estimated cost of service and survey of peers.

- $500 – Request for easement release
- $500 plus signage cost – Request for street name change
- $350 – Application for certificate of appropriateness for properties within the local historic overlay
- $600 – Application for dis-annexation
- $150 – Newspaper advertisements

Staff proposes removing the fee for sign placement or erection as it is duplicated in permits' fees section A2.009.

The estimated cost of service, survey of peers, and more information is available on the attached fee list.

Financial Impact:

Potential annual impact of increased revenue yielding $6,950 for the General Fund.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

1.	Ord - Planning	17-253_PLANN_APPENDIX_A_FEE_AMEND_ORD_02_01_17.docx
2.	Presentation	FIN 170207 Fee Review Discussion.pptx
3.	Fee List	Final Fee List.pdf

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden Created/Initiated

Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A9.000, "PLANNING AND RELATED FEES", BY REPEALING IN ITS ENTIRETY SECTION A9.009 "FEES FOR SIGN PLACEMENT OR ERECTION"; AMENDING SECTION A9.007, "MISCELLANEOUS PLANNING FEES", TO PROVIDE FOR ADJUSTMENT OF CERTAIN FEES AND ADDITION OF FEES FOR ADDITIONAL PLANNING SERVICES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sign permit fees are provided for under Section A2.009 "Sign Permit Fees" of Article A2.000, "Building and Construction Related Fees", of Appendix "A" "Fee Schedule", of the Code of Ordinances of the City of San Angelo; and,

WHEREAS, Section A9.009 "Fees for Sign Placement or Erection" under Article A9.000, "Planning Related Fees"" duplicates fees provided for under Section A2.009 of Appendix "A"; and,

WHEREAS, City desires to amend Section A9.007 "Miscellaneous Planning Fees of Article A9.000 "Planning Related Fees" of Appendix "A" "Fee Schedule", of the City of San Angelo Code of Ordinances, to adjust fees and add fees for additional services that more accurately reflect the actual cost to the City of providing those services;

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

Section 1) Appendix "A", "Fee Schedule", Article A9.000"Planning Related Fees", Section A9.009, "Fees for Sign Placement or Erection", of the City of San Angelo Code of Ordinances, is hereby repealed and deleted in its entirety.

Section 2: Section A9.07 "Miscellaneous Planning Fees" of Article A9.000 "Planning Related Fees" of Appendix A "Fee Schedule", of the City of San Angelo Code of Ordinances is hereby amended by restating subparagraphs (d) and (e) to increase fees to more closely reflect the cost of providing those services, to read as follows:

(d) Request for street name change: $500. (plus cost of official city signage).

(e) Request for release of easement: $500.

Section 3: Section A9.007 "Miscellaneous Planning Fees" of Article A9.000 "Planning Related Fees" of Appendix "A" "Fee Schedule", of the City of San Angelo Code of Ordinances is hereby amended by adding the following miscellaneous fees that reflect the actual cost to the City of providing those services, to read as follows:

(l) Application for certificate of appropriateness for properties within the Historic Overlay Zone: $350.

(m) Application for dis-annexation: $600.

(n) Required Newspaper Advertisement: $150.

Section 4: All provisions of Section A9.007 not amended hereby shall remain in full force and effect.

Section 5: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the _ day of _____ 2017, and finally PASSED, APPROVED and ADOPTED on this the _ day of _____, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Jon James, Director of Planning and Development Services

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

City Council

February 7, 2017

2017 Fee Review

Planning	Current Fee	Proposed Fee	Estimated Cost of Service
Request for Easement Release	$300	$500	$650.08
Request for Street Name Change	$250 + cost or signage	$500 + cost or signage	$650.08
Application for Certificate of Appropriateness within Historic Overlay	$100	$350	$354.53
Application for Dis-Annexation	$0	$600	$790.67
Newspaper Advertisements	$0	$150	$206.12

2017 Fee Review

Survey	Odessa	Midland	Wichita Falls	Abilene
Request for Easement Release	Varies	Varies	$100	$400
Request for Street Name Change	Varies	Varies	$500	$800
Application for Certificate of Appropriateness within Historic Overlay	$550			
Application for Dis-Annexation	Varies	Varies		
Newspaper Advertisements	Included in other fees	Included in other fees	Included in other fees	Included in other fees

2017 Fee Review

Planning	Proposed Fee	Financial Impact
Request for Easement Release	$500	$600
Request for Street Name Change	$500 + cost or signage	$500
Application for Certificate of Appropriateness within Historic Overlay	$350	$750
Application for Dis-Annexation	$600	$600
Newspaper Advertisements	$150	$4,500

2017 Fee Review

Removal *	Fee
Wall Signs	$30 / wall face
Portable Signs	$25
Off-site Billboard Signs	$150
Freestanding or Pole Signs: 2-50 sq. ft.	$40
Freestanding or Pole Signs: 51+ sq. ft.	$60

* These fees are duplicated under Section A2.009 “Sign Permit Fees”

City Council

February 7, 2017

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Currently Levied By:	Odessa	Midland	Wichita Falls	Abilene
Planning 101-2030	Misc.- Request for Easement Release	Increase	$650.08	$300	$500	$600	Section A9.007 Planning and Related Fees	Varies	Varies	$100	$400
Planning 101-2030	Misc.- Request for Street Name Change	Increase	$650.08	250 plus signage cost	500 plus signage cost	$500	Section A9.007 Planning and Related Fees	Varies	Varies	$500	$800
Planning 101-2030	Fees for sign placement or erection *Duplicated inPermits Section A2.009.	Remove		Varies			Section A9.009 Planning and Related Fees				
Planning 101-2030	Application for certificate of appropriateness for properties within the local historic overlay	New	$354.53	$100	$350	$750		$550			
Planning 101-2030	Application for Dis-Annexation	New	$790.67	$0	$600	$600		Varies	Varies		
Planning 101-2030	Newspaper advertisements	New	$206.12	$0	$150	$4,500		included in fee	included in fee	included in fee	included in fee

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Second reading for an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.001 "General Provisions", restating subpart (c) building valuations and repealing subpart (d) inspections and permits in the ETJ; amending Section A2.002 "Building Permit Fees", restating subpart (f) expedited plan review fees, and adding subpart (g) intermodal container placement fees; amending Section A2.004 "Miscellaneous Permit Fees" by restating subpart (d) "thirty day partial or temporary occupancy permit; amending Section A2.009 "Sign Permit Fees" by adding subpart (e) "public event banner fee"; amending Section A2.010 "General Fees" by adding subpart (g) fee for appeals from building official to the board of adjustment and appeals; amending section a2.012 "permit extensions" by restating said section to provide for permit renewals; repealing Section A2.013 "Licensing" (electrical) – (M. Chegwidden)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

Staff proposes the following fees based on the estimated cost of service and survey of peers. These are new fees for existing services.

- $70 – Construction Board of adjustments and appeals fee
- $15 – Downtown Banner fee
- $75 – Intermodal Containers – Permanent Placement
- $35 – Intermodal Containers – Temporary Placement

Staff proposes removing the fee for electrical licensing as it is now levied by the state. Staff also proposes editing language regarding expediting plan reviews in section 2 of the attached ordinance.

The estimated cost of service, survey of peers, and more information is available on the attached fee list.

Financial Impact:

Potential annual impact of increased revenue yielding $3,485 for the General Fund.

Other Information/Recommendation:

Attachments:

1.	Fee List	Final Fee List - Permits.pdf
2.	Presentation	FIN 170207 Fee Review Discussion.pptx
3.	Ordinance	17-246_PLANN_INSPECTIONS_FEE_ORD.docx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Currently Levied By:	Odessa	Midland	Wichita Falls	Abilene
Permits & Inspections 101-2200	Construction Board of adjustments and appeals fee	New	70.69	$0	$70	$70		No fee	50		100
Permits & Inspections 101-2200	Downtown Banner Fee	New	14.4	$0	$15	$840		Does not allow	75		No data
Permits & Inspections 101-2200	Intermodal containers - Permanent Placement	New	N/A	$0	$75	$1,875		Less than 450 sq. ft. $28.50; Greater than 450 sq. ft. $0.0636 per sq. ft.	Retail: First container $125 + $25 for each additional Other: First container $150 + $25 for each additional	No data	No data
Permits & Inspections 101-2200	Intermodal containers - Temporary Placement	New	N/A	$0	$35	$700		Less than 450 sq. ft. $28.50; Greater than 450 sq. ft. $0.0636 per sq. ft.	Retail: First container $125 + $25 for each additional Other: First container $150 + $25 for each additional	No data	No data
Permits & Inspections 101-2200	Electrical licensing- Initial, Apprentice/Trainees/Helpers	Remove		$10			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Journeyman	Remove		$50			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Master License	Remove		$75			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Residential Wireman	Remove		$25			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Apprentice/Trainees	Remove		$10			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Journeyman	Remove		$15			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Journeyman- Late Fee	Remove		$45			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Master License	Remove		$50			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Master License - Late Fee	Remove		$150			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing-Renewal, Residential Wireman	Remove		$15			Section A2.013				

City Council

February 21, 2017

2017 Fee Review

Permits	Current Fee	Proposed Fee	Estimated Cost of Service
Construction Board of adjustments and appeals fee	$0	$70	$70.69
Downtown Banner Fee	$0	$15	$14.40
Intermodal containers – Permanent	$0	$75	N/A
Intermodal containers – Temporary	$0	$35	N/A

2017 Fee Review

Survey	Odessa	Midland	Abilene
Construction Board of Adjustments and Appeals	No Fee	$50	$100
Downtown Banner	Not Allowed	$75	No Data
Intermodal containers	<450 sq. ft. - $28.50 / sq. ft. >450 sq. ft. -$0.0636 / sq. ft.	Retail: 1st container $125 + $25 per additional Other: 1st container $150 + $25 per additional	No Data

2017 Fee Review

Permits	Proposed Fee	Financial Impact
Construction Board of adjustments and appeals fee	$70	$70
Downtown Banner Fee	$15	$840
Intermodal containers – Permanent	$75	$1,875
Intermodal containers – Temporary	$35	$700

2017 Fee Review

Removal *	Initial Fee	Renewal Fee	Late Fee
Initial, Apprentice/Trainees/Helpers	$10	$10	
Residential Wireman	$25	$15	
Journeyman	$50	$15	$45
Master License	$75	$50	$150

* Electrical licensing fees are now levied by the state.

City Council

February 21, 2017

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A2.000 "BUILDING AND CONSTRUCTION RELATED FEES", SECTION A2.001 "GENERAL PROVISIONS", RESTATING SUBPART (c) BUILDING VALUATIONS AND REPEALING SUBPART (d) INSPECTIONS AND PERMITS IN THE ETJ; AMENDING SECTION A2.002 "BUILDING PERMIT FEES", RESTATING SUBPART (f) EXPEDITED PLAN REVIEW FEES, AND ADDING SUBPART (g) INTERMODAL CONTAINER PLACEMENT FEES; AMENDING SECTION A2.004 "MISCELLANEOUS PERMIT FEES" BY RESTATING SUBPART (d) "THIRTY DAY PARTIAL OR TEMPORARY OCCUPANCY PERMIT; AMENDING SECTION A2.009 "SIGN PERMIT FEES" BY ADDING SUBPART (e) "PUBLIC EVENT BANNER FEE"; AMENDING SECTION A2.010 "GENERAL FEES" BY ADDING SUBPART (g) FEE FOR APPEALS FROM BUILDING OFFICIAL TO THE BOARD OF ADJUSTMENT AND APPEALS; AMENDING SECTION A2.012 "PERMIT EXTENSIONS" BY RESTATING SAID SECTION TO PROVIDE FOR PERMIT RENEWALS; REPEALING SECTION A2.013 "LICENSING" (ELECTRICAL); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article A2.000 "Building and Construction Related Fees" of Appendix "A" "Fee Schedule", of the Code of Ordinances of the City of San Angelo provides for building permit and inspection fees; and,

WHEREAS, the City Council has reviewed staff's account of Building Inspections Division of the Planning Department permit and inspection fee revenues and related expenses incurred for those services; and,

WHEREAS, City Council desires to adopt permit and inspection fees for services provided by the Building and Inspections Division of the Planning Department that more closely reflect the actual costs to the City in providing those services;

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

Section 1: Section A2.001 "General Provisions" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended by deleting Subpart (d) and restating subpart (c) to read as follows:

> "(c) Building valuations shall be calculated based upon the most current International Code Conference Building Valuation Data."

Section 2: Section A2.002 "Building Permit Fees" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended to restate Subparts (f) to read as follows:

"(f) Expedited Plan Review For expedited plan reviews the customer has the option to use a City approved third party plan review service. The cost will be that of the most currently published plan review rates of the third party plan review service plus 15% of the initial plan review fee."

Section 3: Section A2.002 "Building Permit Fees" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended by adding Subpart (g) to read as follows:

"(g) Intermodal Container Placement Permanent placement of an intermodal container: $75
Temporary placement of an intermodal container: $35"

Section 4: Section A2.004 "Miscellaneous Permit Fees" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended by restating subpart (d) of said section to read as follows:

"(d) Thirty Day Partial or Temporary Occupancy Permit: (d) Partial or Temporary Thirty Day Occupancy Permit and Extensions: (Requires building official approval. No additional plan review.)

(1) Commercial: $75.00.

(2) Residential: $50.00.

(3) Each 30 days of extension on a temporary or partial certificate of occupancy: $100.00

Section 5: Section A2.009 "Sign Permit Fees "of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended by adding subpart (e) of said section to read as follows:

"(e) Public Event Banner: Applicant must employ a contractor pre-approved by the Building Official for erection and taking down of the Banner over a public right-of-way within the term permitted for display. Permit fee is $15

Section 6: Section A2.010 "General Fees" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo, is amended by adding Subpart (g) to read as follows:

"(g) Appeals from decisions of the Building Official or code official to the Board of Adjustments and Appeals: $70

Section 7: Section A2.012" "Permit Extensions" of Article A2.000 "Building and Construction Related Fees" of Appendix "A" "Fee Schedule" of the code of Ordinances of the City of San Angelo is amended by restating said section to read as follows:

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

(b) Permit Renewal Fee. 50%of the original permit fee.

Section 8: Section A2.013 "Licensing" of Article A2.000 "Building and Construction Related Fees" of Appendix A "Fee Schedule" of the Code of Ordinances of the City of San Angelo is amended by repealing and deleting said section in its entirety.

Section 9: 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 10: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 21st day of February 2017, and finally PASSED, APPROVED and ADOPTED on this the 7th day of March, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Director of Finance

APPROVED AS TO CONTENT

_____
Jon James, Director of Planning and Development Services

APPROVED AS TO FORM

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Second reading for an ordinance of the City of San Angelo amending appendix A fee schedule by repealing article A5.000 street use fees in its entirety, providing for severability and an effective date (M. Chegwidden)

Summary/History:

In July 2015, Council adopted an ordinance including a street use permit of $35.00 in section A2.004 miscellaneous permit fees. Staff later discovered this fee is also reported in section A.500 street use fees. Before you today is an ordinance repealing the street use fee schedule to reflect the correct amount in Article 2.004 miscellaneous permit fees.

Financial Impact:

No change, Maintain revenue budget of $5,500.

Other Information/Recommendation:

Attachments:

1. Ord - Permits & Inspections 17-245_FIN_STREET_USE_FEES_ORD.docx
2. Presentation FIN 170207 Fee Review Discussion Street Closure.pptx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE" BY REPEALING ARTICLE A5.000 "STREET USE FEES" IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, street use fees provided for under Article A5.000 "Street Use Fees", duplicate street use fees provided at subparts (f) and (g) of Section A2.004 "Miscellaneous Permit Fees" of Article A2.000, "Building and Construction Related Fees" of Appendix "A" "Fee Schedule", of the Code of Ordinances of the City of San Angelo; and,

WHEREAS, City Council desires to eliminate the duplication of street use fees and retain the fees set forth under Article A2.000 of Appendix "A";

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

Section 1) Article A5.000 "Street Use Fees" of Appendix "A" "Fee Schedule" is hereby repealed and deleted in its entirety.

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 on the 21st day of February 2017, and finally PASSED, APPROVED and
ADOPTED on this the 7th day of March, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____

Tina Dierschke, Director of Finance

APPROVED AS TO FORM

_____

Theresa James, City Attorney

APPROVED AS TO CONTENT

_____

Jon James, Director of Planning and Development Services

City Council

February 21, 2017

2017 Fee Review

- Street Closure
  - No change proposed
  - Current fee adopted by Council July 21, 2015
  - Removing duplicated listing of fee in the ordinance

City Council

February 21, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

First reading and public hearing for an ordinance amending the Planned Development (PD15-04) Zoning District to expand the PD boundary for Shannon Medical Center for four additional properties changing from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04) and to allow for a Master Sign Plan, generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The request is for an amendment to Planned Development PD15-04 to include an additional four properties recently acquired and to include a Master Sign Plan to facilitate the erection of new monument signs, building and parking identification signs, and wayfinding (directional) signs at the Downtown Shannon Medical Campus. The four new properties will be used as additional parking for the Shannon Medical Campus.

The applicant has provided a new draft PD Ordinance, a new PD Boundary Map, and a Master Sign Plan that depicts the locations of the proposed signs, as well as renderings for each sign type. At this time, the applicant is proposing up to 60 new signs, as well as recognizing two existing signs along the north side of East Harris Avenue, between Oakes Street and Magdalen Street, that encroach into the public right-of-way (see attached). The two existing signs will need an encroachment approval from City Council prior to obtaining a Sign Permit.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard the request on January 23, 2017. Commissioner Smith made a Motion to recommend APPROVAL of the proposed Planned Development Rezoning Amendment request, subject to the five conditions as outlined in the Staff Report, modifying Condition #3 to remove “signage” from any future Urban Design Review for new construction. Commissioner Stribling seconded the Motion. The Motion passed unanimously, 7-0.

Attachments:

1. Draft Ordinance PL_Ordinance_PD15-04.docx
2. Staff Report PL_Amendment_PD15-04 report.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra Created/Initiated

Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: Several addressed & unaddressed parcels, generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street; more specifically being a part of Miles Acre lot A7 to A9, A19, all of Miles Acre lots A31, A32; part of lots 18 & 19, lots 20 to 24 J.N. Uptons Subdivision; lots 1 to 4, block 2 Frary Addition; lots 16 to 18, block 5; the west 55' of lot 2, the east 80' of lot 3, all of lot 4, the west 100' of lot 6, all of lots 7 to 13, all of lots 18 to 20 save & except the east 15' of the west 30' of lot 20, block 6; lots A and 1 to 10, block 14A; lot A & B, block 15A; lots 9 to 12, block 21; lot 1, block 21.5; lot A, block 22A; lots 1 to 9, 12, lots 10 & 11 save & except the west 110', block 22.5, San Angelo Main Town Addition; lot A, block 1, Shannon Medical Center Downtown Campus, Section Two, lot 2, block 21A, Shannon Medical Center Downtown Campus, Section Three; San Angelo Addition, Block 15, Lots 13 and 14, City of San Angelo, Tom Green County, Texas, comprising a total of 48.2 acres; a zone change from a combination of General Commercial (CG)/Heavy Commercial (CH), and Planned Development (PD) Districts to a Planned Development (PD) District; PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Amendment to PD15-04: Shannon Medical Center

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing on January 23, 2017, caused to be prepared and delivered a report and recommendation to City Council to approve with conditions the proposed amended PD District; and,

WHEREAS, on the **7th day of March**, **2017**, City Council held a public hearing on an **Amendment to PD15-04**, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned Planned Development (PD) District for a medical facilities campus: **Several addressed & unaddressed parcels, generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and**

East of Chadbourne Street; more specifically being a part of Miles Acre lot a7 to a9, a19, all of Miles Acre lots A31, A32; part of lots 18 & 19, lots 20 to 24 J.N. Uptons Subdivision; lots 1 to 4, block 2 Frary Addition; lots 16 to 18, block 5; the west 55' of lot 2, the east 80' of lot 3, all of lot 4, the west 100' of lot 6, all of lots 7 to 13, all of lots 18 to 20 save & except the east 15' of the west 30' of lot 20, block 6; lots A and 1 to 10, block 14A; lot A & B, block 15A; lots 9-12, block 21; lot 1, block 21.5; lot A, block 22A; lots 1 to 9, 12, lots 10 & 11 save & except the west 110', block 22.5, San Angelo Main Town Addition; lot A, block 1, Shannon Medical Center Downtown Campus, Section Two, lot 2, block 21A, Shannon Medical Campus, Section Three; San Angelo Addition, Block 15, Lots 13 and 14, City of San Angelo, Tom Green County, Texas, comprising a total of 48.2 acres.

The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, **as further depicted on Exhibit A of this Ordinance (PD Boundary Map)**.

SECTION 2: In all other respects, the use of the described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 3: That the following severability clause is adopted with this amendment:

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

SECTION 4: That the following penalty clause is adopted with this amendment:

PENALTY:
Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

SECTION 5: That the following are approved as allowed uses for the described property:

A. Hospitals. Such use provides medical and/or surgical care to patients and offers overnight care for said patients.

B. Medical office buildings. Such use provides medical and/or surgical care to patients with no overnight care provided for said patients.

C. Parking garages. Such use provides for a multi-story structure for parking for the exclusive use of staff, trainees, patients, and their visitors.

D. Housing facilities for staff or trainees. Such use shall provide living quarters for the exclusive use of staff and/or trainees.

E. Housing facilities for visiting family of patients. Such use provides short-term (less than 30 days) living quarters for the visiting family of patients in care.

F. Accessory uses. Such uses shall be functionally connected with the operation of a medical facilities campus and therefore are approved for the property previously described, so long as they remain "accessory" as defined in SECTION 8 below:

I. parking for emergency vehicles that service the medical facilities;

II. offices to serve the allowed uses of the medical campus for the exclusive use of staff and/or trainees;

III. laboratories for the exclusive use of staff and/or trainees;

IV. teaching facilities for the exclusive use of staff and/or trainees;

V. maintenance facilities to service the medical campus for the exclusive use of staff and/or trainees;

VI. food and beverage sales to exclusively service staff, trainees, patients, and their visitors;

VII. retail goods sales to exclusively service staff, trainees, patients, and their visitors;

VIII. religious institutions and services to service staff, trainees, patients, and their visitors;

IX. day care to provide care, protection, and supervision for children and/or adults to exclusively service staff, trainees, patients, and their visitors; and;

X. meeting areas for medical-related discussion.

SECTION 6: Building façade standards for the Shannon Medical Center-Downtown shall include the following:

A. Building facades shall be consistent and unified in architectural style, color palette, materials, and detailed ornamental features as detailed in Exhibit A.

B. Building entrances shall be clearly defined through architectural details, materials, and/or ornamental features, and highly visible.

C. Exterior materials shall be limited to the following:
   1. Brick;
   2. Stucco (cementitous finish only);
   3. Architectural concrete masonry;
   4. Hardiplank or similar cementitious siding;
   5. Field stone, ledge stone, or other native veneer;
   6. Cast stone (for lintels, trim elements, and ornamentation); and
   7. Metal (for beams, lintels, trim elements, siding, and ornamentation).

D. Additional building façade material types may be approved at the discretion of the Director of the Planning & Development Department, or his/her designee.

SECTION 7: Development standards for the Shannon Medical Center-Downtown shall include the following:

A. Maximum floor area ratio for each lot shall not exceed 4.0.

B. Setbacks (front, side, and rear) for all structures shall be 0 feet, or 10' if abutting a residential district or use.

C. Outdoor storage shall not exceed 5 percent of the total area of each lot.

D. The following features shall be reasonably screened from street right-of-way:
   1. Outdoor storage; and
   2. Mechanical equipment greater than 10 square feet in size.

E. The following features shall be at least partially screened from street view by landscaping (as detailed in SECTION 11), by benches and other street furniture, or by the use of landscaping along with berms, walls, or decorative fences, as approved by the Planning Director:
   1. Water quality control facilities;
   2. Stormwater drainage facilities;
   3. Metal buildings less than 1200 square feet; and
   4. Areas where vehicles are moved, loaded, or stored.

F. Screening shall be of a natural material coordinating with building facadesshown in Exhibit A and listed in Section 6.C. of this ordinance or landscaping as detailed in SECTION 11 of this ordinance.

G. Metal buildings less than 1200 square feet shall be allowed.

H. Opaque metal fences shall not be allowed.

I. **Decorative metal fencing shall be allowed.**

SECTION 8: Off-street parking standards for the Shannon Medical Center-Downtown shall be consistent with these standards as outlined in Chapter 9 of the Zoning Ordinance:

A. Hospitals: 1 parking space per 4 patient beds, and 1 parking space per staff doctor, and 1 parking space per 4 employees.

B. Medical office buildings: 1 parking space per 300 square feet.

C. Housing facilities for staff or trainees: 1 parking space per residential unit.

D. Housing facilities for visiting families of patients: 1 parking space per residential unit.

E. Accessory uses shall not require off-street parking.

SECTION 9: Loading space standards for the Shannon Medical Center Downtown shall be as follows:

A. Every nonresidential building having at least 20,000 square feet of gross floor area shall have a minimum of one off-street loading space, with one additional off-street loading space for each additional 60,000 square feet of gross floor area or major fraction thereof.

B. Each required off-street loading space shall be not less than 10' in width, 45' in length, and 14' in height.

C. Each required off-street loading space shall be located entirely outside of public rights-of-way for streets and alleys and on the same block as the building to which it is accessory.

D. No open area in a required off-street loading area shall be consistently encroached upon by another use.

E. In no case shall off-street parking spaces be used to satisfy off-street loading space requirements.

F. Off-street loading space off of an alley shall not requiring screening as detailed in Section 7.E.

SECTION 10: All signage for the Shannon Medical Center Downtown shall conform to the following, as shown on **Exhibit B (Master Sign Plan)** and **Exhibit C (Sign Details):**

I. Freestanding pole signs shall not be permitted.

II. Freestanding signs shall not exceed 30 feet in height or 220 square feet in area.

III. All signage shall be of materials and colors as shown in **Exhibit C** or of a natural material and color coordinating with building facades and listed in Section 6.C. of this ordinance.

IV. All signage may be internally illuminated.

V. No signage shall be located within the future City right-of-way as depicted on **Exhibit D (Future Right-Of-Way)**, at the southwest corner of North Main Street and East Harris Avenue.

VI. Freestanding signs (including Monument, Wayfinding, Building ID, and Parking Lot ID Signs)

I. maximum signage area shall not exceed 2.0 square feet per 1 linear foot of street frontage per lot;

II. may be placed at any angle relative to the property line;

III. must be set back at least 5 feet from an internal side lot line;

IV. may set adjacent to any right-of-way edge;

V. shall not exceed 20 feet in height if placed within 10 feet of any right-of-way pavement edge;

VI. signage exceeding three feet in height shall be prohibited within any 15-foot by 15-foot sight triangle at the intersection of two street lines measured from back of curb.

VII. Attached signs (canopy, awning, fascia, projecting, sloping roof signs):

I. maximum signage area may be up to 25 percent of the area of the wall to which the sign(s) is(are) attached;

II. shall not extend more than 5 feet above the roofline of the building to which it is attached;

III. shall not extend more than 5 feet above the top of the wall to which it is attached;

IV. signs projecting over any public rights-of-way that are larger than 16 square feet must be approved by the City Council after notice and public hearing to consider any potentially detrimental effects;

V. signs projecting over the public rights-of-way that are less than 16 square feet shall maintain a distance of at least 18 inches from the curb line or street edge, if no curb exists;

VI. signs projecting over the public rights-of-way that are less than 16 square feet shall maintain a minimum height of 9 feet from the grade level to the bottom of the sign.

VIII. Any changes in the proposed type, location, and/or number of signs shall require a new Planned Development (PD) Amendment application and revised Master Sign Plan.

SECTION 11: Landscaping standards for the Shannon Medical Center Downtown shall be as follows:

A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.

B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.

C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
   1. Asphalt curbs;
   2. Railroad ties (anchored);
   3. Rock or stone curbs (anchored); or
   4. Wheelstops (anchored).

D. Landscaping plant material shall be of healthy stock, be native or naturalized, and have low water requirements.

E. Dying or diseased landscaping plant material shall be replaced with a healthy plant material.

F. Adequate soil depth and width to encourage healthy growth shall be provided.

G. Shannon Medical Center Downtown shall be responsible for the irrigation of required landscape areas and plant materials, utilizing one or a combination of the following methods:
   1. An automatic or manual underground irrigation system;
   2. A drip irrigation system;
   3. A rainwater capture system or equivalent; or
   4. Any other comparable method.

H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first growing season.

I. Irrigation methods used shall:
   1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
   2. Be maintained and kept operational at all times to provide for efficient water distribution.

J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

K. On-ground parking lots shall have no less than 5 percent of the square footage landscaped.

L. Parking lot landscaping shall be located within the boundaries of the parking lot area as follows:
   1. Landscaping boundaries;
   2. Landscaping medians;
   3. Landscaping islands; or
   4. Landscaping peninsulas.

M. All landscaping plants located in or immediately adjacent to vehicular use areas shall, at maturity, be as follows:

1. Shrubs and other plant material shall be a maximum of 36 inches in height.
2. Trees shall have a minimum 72 inch clearance from grade to the lowest branches.

SECTION 12: Except as otherwise specified or limited elsewhere in this ordinance, the use and development of the Shannon Medical Center Downtown shall generally conform to Central Business (CBD) District zoning standards. All activities shall be limited to those associated with the operation of a medical facilities campus as determined by the Director of the Planning & Development Department, or his/her designee, for the City of San Angelo.

INTRODUCED on the **7th day of March, 2017** and finally PASSED, APPROVED AND ADOPTED on this the **21st day of March, 2017.**

THE CITY OF SAN ANGELO

by:_____
Dwain Morrison, Mayor

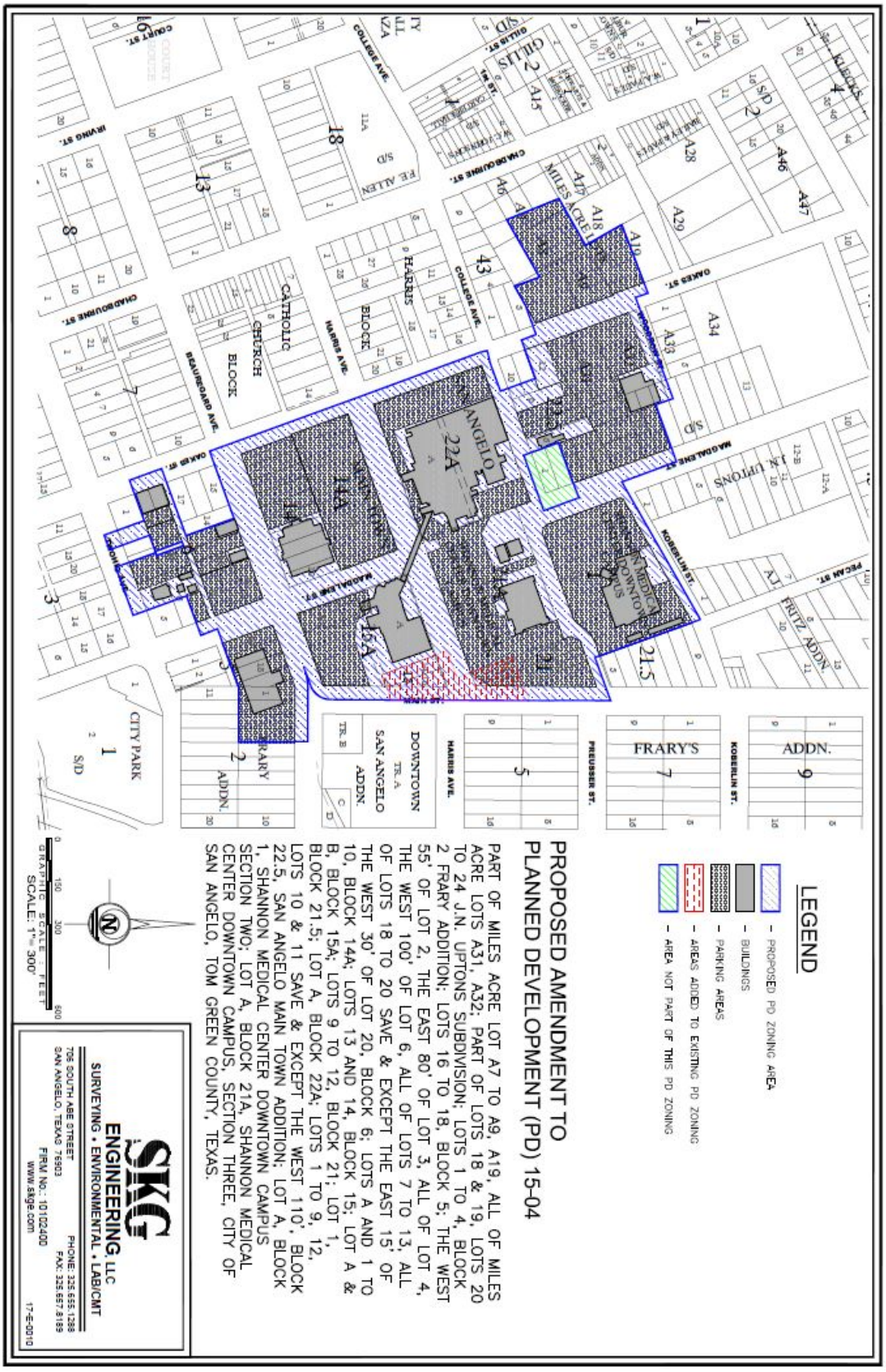
ATTEST:

by:_____
Bryan Kendrick, City Clerk

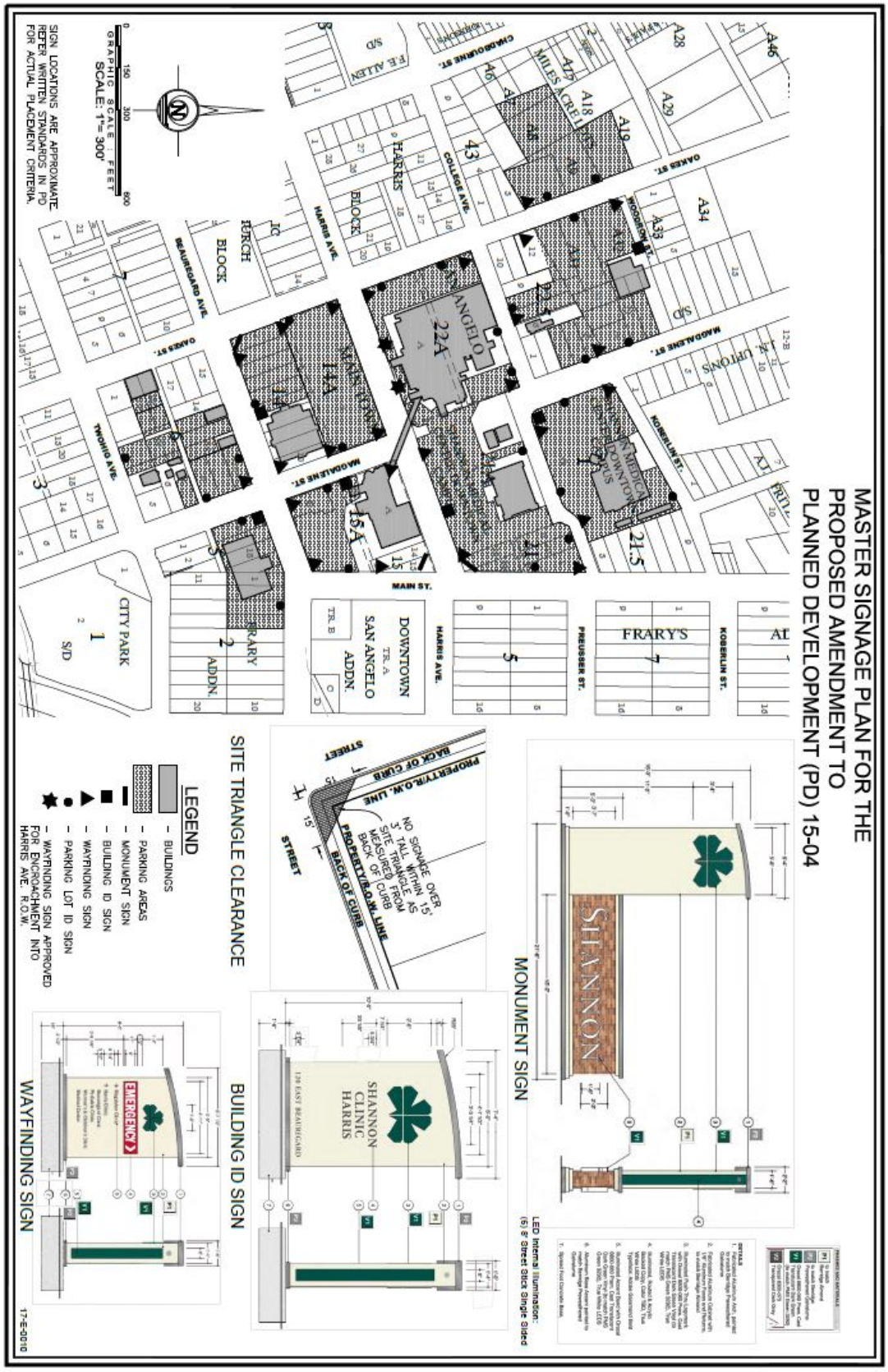
Approved As To Form:

by: _____
Theresa James, City Attorney

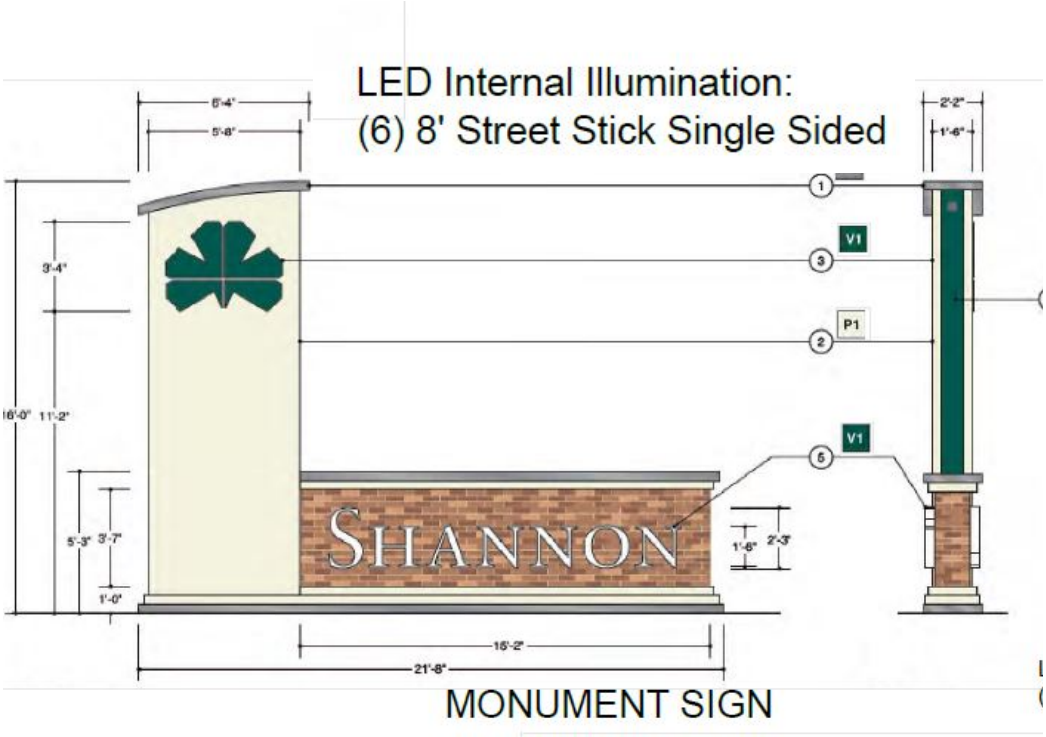
New PD Boundary Map (Exhibit "A" of Ordinance)



Master Sign Plan (Exhibit "B" of Ordinance)



Sign Details (Exhibit "C" of Ordinance)



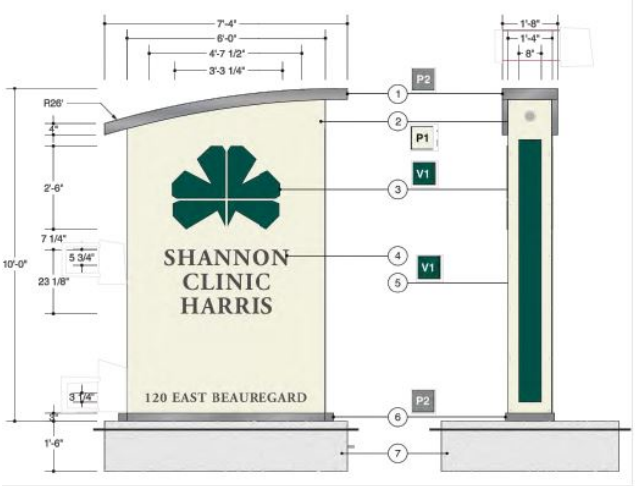
FINISHES AND MATERIALS

P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
V2	Oracal 8300-073 Transparent Dark Grey

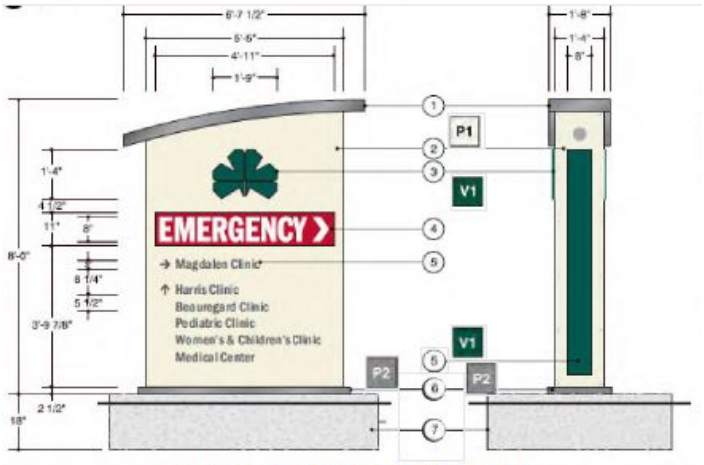
DETAILS

1. Fabricated Aluminum Arch, painted to match Berridge Preweathered Galvalume
2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond
3. Illuminated Push-Thru Logomark with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
4. Illuminated, Routed & Acrylic Backed Copy, Color TBD, True White LEDS
   Typeface: Adobe Garamond Bold
5. Illuminated Accent Band with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
6. Aluminum Base Accent painted to match Berridge Preweathered Galvalume
7. Spread Foot Concrete Base,

Sign Details (Exhibit "C" of Ordinance)



BUILDING ID SIGN



WAYFINDING SIGN

FINISHES AND MATERIALS

P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
V2	Oracal 8300-073 Transparent Dark Grey

DETAILS

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2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond
3. Illuminated Push-Thru Logomark with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
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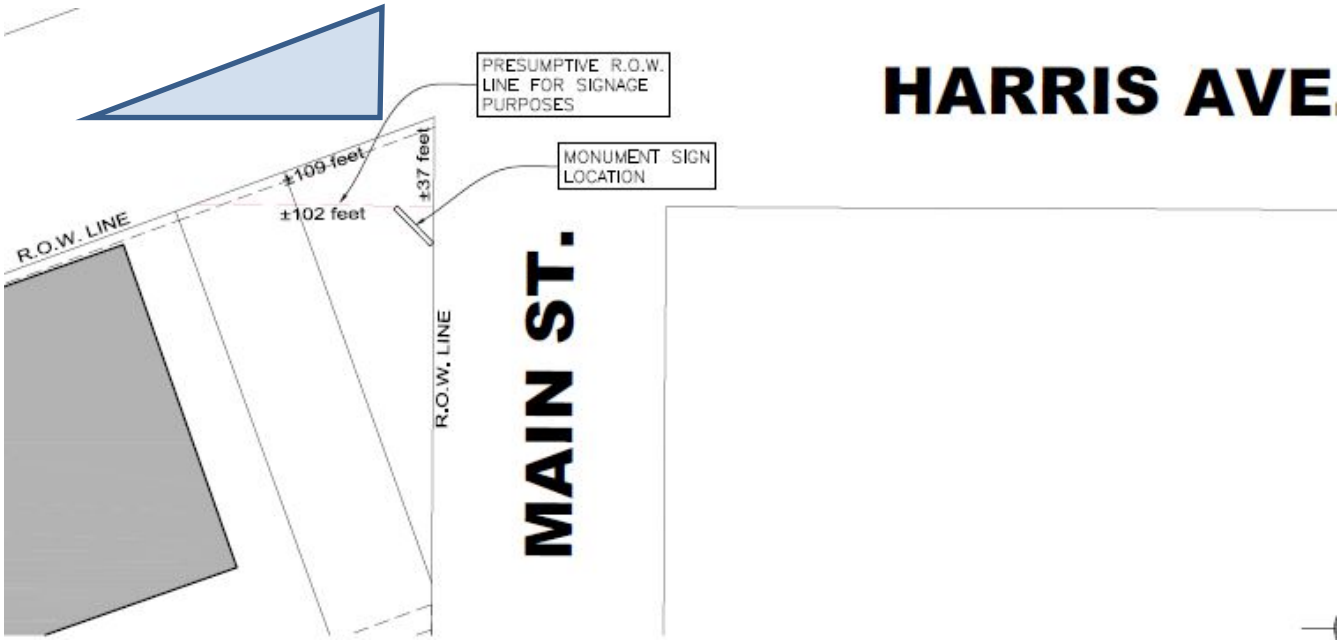
   Typeface: Adobe Garamond Bold
5. Illuminated Accent Band with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
6. Aluminum Base Accent painted to match Berridge Preweathered Galvalume
7. Spread Foot Concrete Base,

Illumination Sample

LED Internal Illumination:
(6) 8' Street Stick Single Sided

Future Right-Of-Way Detail (Exhibit "D" of Ordinance)



STAFF REPORT

City Council Meetings: March 7, 2017
March 21, 2017

To: Mayor & City Council

From: Jon James, AICP
Director of Planning and Development Services

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Amendment to PD15-04

Request: A request for an Amendment to a Planned Development (PD15-04) Zoning District to expand the PD boundary for four additional properties changing their zone category from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04) and to allow for a Master Sign Plan

Location: Several addressed & unaddressed parcels (see attached location map), generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street

Legal Description: Being a part of Miles Acre lot A7 to A9, A19, all of Miles Acre lots A31, A32; part of lots 18 & 19, lots 20 to 24 J.N. Uptons Subdivision; lots 1 to 4, block 2 Frary Addition; lots 16 to 18, block 5; the west 55' of lot 2, the east 80' of lot 3, all of lot 4, the west 100' of lot 6, all of lots 7 to 13, all of lots 18 to 20 save & except the east 15' of the west 30' of lot 20, block 6; lots A and 1 to 10, block 14A; lot A & B, block 15A; lots 9 to 12, block 21; lot 1, block 21.5; lot A, block 22A; lots 1 to 9, 12, lots 10 & 11 save & except the west 110', block 22.5, San Angelo Main Town Addition; lot A,

block 1, Shannon Medical Center Downtown Campus, Section Two, lot 2, block 21A, Shannon Medical Center Downtown Campus, Section Three; San Angelo Addition, Block 15, Lots 13 and 14, City of San Angelo, Tom Green County, Texas

Size: 48.2 acres

General Information

Future Land Use: Downtown

Current Zoning: *Existing Shannon Downtown Medical Campus:*
PD15-04

Four additional lots (1 N Main St. and 227 E. Harris Ave):
General Commercial/Heavy Commercial (CG/CH)

Existing Land Use: PD15-04 area: Shannon Downtown Medical Campus and parking
CG/CH area: New parking

Surrounding Zoning / Land Use:

North:	Low Rise Multifamily Residential (RM-1)	Central Freshman Campus, Multi-family apartments
West:	Central Business District (CBD)	Retail commercial buildings
South:	Central Business District (CBD)	Retail commercial and residential uses
East:	General Commercial/Heavy Commercial (CG/CH)	Retail commercial buildings

District: SMD #3 – Harry Thomas

Neighborhood: Downtown

Thoroughfares/Streets:

Beauregard Avenue is classified as an “Arterial Street” and is designed to carry heavy traffic throughout the downtown area.

Main Street is classified as an “Arterial Street” and is designed to carry heavy traffic throughout the City.

Harris Avenue is classified as an Arterial Street” and is designed to carry heavy traffic throughout the City.

Oakes Street is classified as a “Local Street.” A Local Street carries a fair amount of traffic like a Collector Street, but at the slower speed.

Magdalen Street is classified as a “Local Street” and is designed to carry light traffic and slower speeds.

College Avenue is classified as a “Local Street” and is designed to carry light traffic and slower speeds.

Koberlin Street is classified as a “Local Street” and is designed to carry light traffic and slower speeds.

Woodrow Street is classified as a “Local Street” and is designed to carry light traffic and slower speeds.

History and Background:

On December 21, 2016, the applicant submitted a request to amend their Planned Development PD15-04 to include an additional four properties recently acquired and to include a Master Sign Plan to facilitate the erection of new monument signs, building and parking identification signs, and wayfinding (directional) signs at the Downtown Shannon Medical Campus. The four new properties will be used as additional parking for the Shannon Medical Campus and an Urban Design Review will be required prior to installation of any new signage, landscaping, or other construction on the properties. In addition, some of the proposed signs will be located in the River Corridor and will also require River Corridor approvals. Unlit signs, 50 square feet of less, may be approved administratively at the discretion of the Planning Director.

The applicant has provided a new draft PD Ordinance, as well as a new PD Boundary Map. The new Boundary Map includes the four new properties, two properties at the northwest corner of North Main Street and East Harris Avenue (1 N. Main Street), and two properties at the southwest corner of that intersection (227 E. Harris Avenue). The applicant has also provided a Master Sign Plan that depicts the locations of the proposed signs, as well as renderings for each sign type. At this time, the applicant is

proposing up to 60 new signs, as well as recognizing two existing signs along the north side of East Harris Avenue, between Oakes Street and Magdalen Street, that encroach into the public right-of-way (see attached). The two existing signs will need an encroachment approval from City Council prior to obtaining a Sign Permit.

Monument Signage

The three large monument signs will be constructed of aluminum and brick facades with an aluminum base and arch. The signs will have the potential for internal illumination with white LED light behind the signage and logo. They will be used to attract customers to the Shannon Campus buildings and parking areas of prominence. Two of the signs will be located at the southwest and northwest corners, respectively, of North Main Street and East Harris Avenue close to the new Shannon Medical Office Building. The third sign will be located at the northeast corner of South Oakes Street and East Beauregard Avenue near the parking area for the downtown Shannon Medical Clinic. The typical sign shown will have a sign area of 171 square feet, with a maximize sign height of 30 feet and a maximum sign area of 220 square feet for all freestanding signs in the new proposed PD Ordinance. It is noted that "sign area" in this case refers to the total façade area of the sign, including the aluminum and brick area. The "advertising display area" which encompasses only the words and logos that are part of the sign's message, is much smaller at 53 square feet. Signs in the River Corridor are normally limited to a maximum advertising display area of 75 square feet. The applicant has not proposed any signage exceeding this maximum advertising display area.

Building, Parking Identification and Wayfinding (Directional) Signage

The remaining signage includes building identification signs with a typical maximum square footage of 60 square feet and parking and wayfinding (directional) signs with a typical maximum square footage of 44 feet, respectively. These signs will be constructed of aluminum facades, with similar colors to other Shannon Medical Campus Signs. As indicated above, they will also have a maximum height of 30 feet and a maximum sign area of 220 square feet.

Ordinance Changes Proposed by Applicant

The applicant has proposed an increase in the maximum sign area for monument signs from 1.5 square feet per one foot of linear street frontage to 2.0 square feet per one linear foot of street frontage per lot. This will allow the applicant to install new monument signage of sufficient size on smaller lots, including on the newly-acquired lots which are contiguous to the adjacent Shannon properties. The applicant is also proposing that all other signs be exempt from this overall sign area. Staff recognizes the need for flexibility given the large expanse of Shannon Medical buildings in the downtown area and accepts the increase in the overall sign area for monument signs. However, Staff believes this maximum should also apply to all other signs, given the potential for visual clutter, vehicular accidents, and pedestrian casualties of having too

many signs. Staff will recommend the final draft of the Ordinance include language also limiting building, parking and wayfinding signs to 2.0 square feet for every one foot of linear frontage, consistent with this provision for monument signs.

The other significant change proposed is to increase the height of signs at the property line from 3 feet to up to 20 feet and from 3 feet to 20 feet within a 10-foot sight triangle at the intersection of two property lines. The intent of the 30-foot by 30-foot site triangle provision in the original Ordinance was to reduce potential vehicular collisions and enhance pedestrian safety by maintaining appropriate setbacks for taller signs. Staff conducted a site visit on Thursday, January 12, 2017, and noted that many of the downtown Shannon properties have greater setbacks to the street curb than suburban locations, given existing sidewalks and landscaped boulevards separating the properties from the street. Therefore, Staff supports the first revision – that new signs can be a maximum of 20 feet at the property line, but recommends that no sign taller than 3 feet be located within a 15-foot by 15-foot site triangle measured from back of curb. This change allows the applicant to erect signs closer to their property lines and be more visible from the street, but ensures public safety by maintaining an appropriate site triangle from the street curb.

The new draft ordinance maintains the current provision of prohibiting freestanding "pole" signs downtown. This will ensure the prohibition of these often taller signs, which would normally be allowed up to 40-50 feet in height in this location.

It is noted that the City has future plans to realign the intersection at Harris Avenue and Main Street, which will include acquiring right-of-way at the southwest corner of the intersection now occupied by Shannon Medical. As a Condition of Approval, no signage shall be located within any future City right-of-way as shown on "Exhibit D," at the southwest corner of North Main Street and East Harris Avenue.

Analysis:

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

   Staff believe the proposed amendment, with the modifications proposed above, will be compatible with the City's Comprehensive Plan and the Sign Ordinance. The "Downtown" policies in the Comprehensive Plan call to "eliminate CG/CH zoning inappropriate and incompatible within downtown, encouraging many of the more intensive business-to-business uses allowed therein to relocate into commercial and industrial areas as designated on the Vision Map." The four properties which

are currently zoned CG/CH were formerly used for a gas station and vehicle repair facility respectively. Shannon now plans to utilize these properties for their existing medical campus and the PD Amendment to expand the medical campus, and this would be consistent with the above policies. The Purpose Statements in Section 12.04.001 of the Sign Ordinance indicate that "City Council finds that visual clutter and confusion of unregulated signs contribute to traffic safety problems, is detrimental to the economic and commercial welfare of the community and detracts from the quality of life in the city" and that "signs located in, or close to, the right-of-way and on corners create visual obstructions which contribute to and cause accidents involving automobiles and pedestrians." Staff believes that maintaining a 15-foot by 15-foot site triangle from the back of curb will help to ensure that potential accidents will be mitigated. Maintaining a maximum sign area of 2.0 per one foot of linear frontage for all signage will also reduce the potential for visual clutter, consistent with the above Sign Ordinance policies. The applicant will still have the option in future of submitting a new PD amendment with a revised Master Sign Plan, subject to final review by the Planning Director and/or Planning Commission.

2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*

   The proposed PD Amendment will comply with all of the provisions of the Zoning Ordinance. The Revised Parking Analysis prepared on September 2, 2016, by *O'Connell Robertson* confirms that after expansion, the applicant will have a net surplus of 455 parking spaces, in compliance with the PD Ordinance for a medical facilities campus.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

   Planning Staff believe the proposed development is compatible with the surrounding downtown area, which comprises similar commercial uses. As stated previously, the new properties will be used as parking areas for Shannon's medical campus, expanding Shannon's property holdings in the downtown area. The applicant has agreed to install new sidewalks along the public right-of-ways in front of this intersection which will ensure greater pedestrian connectivity and will connect to existing sidewalks on the campus.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*

   Shannon is in process of constructing a new medical office building at 220 East College Avenue, as well as an addition on their main building downtown and new parking areas on the newly required properties. These changes require an amendment to the existing PD Ordinance to allow greater flexibility for increase

signage, reduced sign setbacks, and expansion of the PD boundary to include the new properties.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

   While the impervious area on the site will be slightly increased with the construction of the parking areas, Staff does not anticipate any significant impacts on the natural environment. A review of grading, drainage, and stormwater runoff will be conducted as part of the building permit review to ensure there are no negative environmental impacts.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

   Planning Staff believes the proposed new signage and expanded PD boundary demonstrates a community need. Shannon Medical employs over 3,000 individuals in their San Angelo facilities and over 52,000 patients visited their hospital emergency room in 2016, according to usnews.com. Expanding the PD boundary to include the new properties and allow additional signage will allow Shannon Medical to better serve the residents of San Angelo and surrounding areas.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

   Planning Staff believe that the proposed PD boundary expansion will be consistent with surrounding development patterns. Both properties have dual frontage onto East Harris Avenue and North Main Street, both Arterial Streets which can accommodate large traffic volumes. These properties were already platted and had already been used for commercial uses.

Notification:

On January 12, 2017, 68 notifications were mailed out within a 200-foot radius of the properties. As of February 7, 2017, there were five responses in favor and one in opposition of the request. Notification will be published in the *San Angelo Standard-Times* as required for Rezonings which require a public hearing before City Council.

Planning Commission Recommendation:

On January 23, 2017, the Planning Commission recommended **APPROVAL** of the applicant's request for a proposed Amendment to a Planned Development (PD15-04) Zoning District to expand the PD boundary for four additional properties changing their zone category from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04), and to allow for a Master Sign Plan on the subject properties generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street, on 48.2 acres. The following is the complete excerpt of the Minutes from the January 23, 2017 meeting for this case:

Jeff Fisher, Planner, outlined the request for a proposed Amendment to a Planned Development (PD15-04) Zoning District to include four new properties and to allow for a Master Sign Plan. Mr. Fisher displayed photos of the existing signage at the Downtown Shannon Medical Campus, and the proposed locations of the new signs which will include three new freestanding monument signs, as well as building and parking identification signs and directional "wayfinding" signs. He then outlined the proposed changes to the Planned Development Ordinance, which include increasing the maximum sign area for each structure from 75 square feet to 220 square feet; increasing the maximum sign area per linear street frontage from 1.5 square feet to 2.0 square feet; increase the sign height from 3 feet to 20 feet within 10 feet of any right-of-way pavement edge; reducing the sight triangles to 15 feet by 15 feet measured from back of curb; and prohibiting signage in the future City right-of-way at the southwest corner of North Main Street and East Harris Avenue.

Mr. Fisher outlined Staff's recommendation to approve the Amendment to the Planned Development subject to the five conditions outlined in the Staff Report. He outlined Planning Staff's rationale for approval which included that the amendment was consistent with the Downtown designation in the City's Comprehensive Plan; that the amendment will comply with all zoning provisions; that the proposal is consistent with the commercial and institutional nature of downtown; that the additional properties are needed to provide parking and new signage; and that the Ordinance amendment will ensure adequate setbacks for new signage. Mr. Fisher clarified for the Planning Commission and the applicant that a minor change to what was approved, for example, increasing the number of signs, may be done administratively at the discretion of the Director of Planning and Development Services.

Commissioner Spano asked to clarify the proposed ordinance change for sign height from 3 feet to 20 feet.

Mr. Fisher clarified that this provision applies to sign height at the property line. He explained that this provision was added because many of the Shannon properties have an additional 10 feet of public right-of-way which acts as a buffer between the signs and the street. Therefore, he explained, a greater sign height at the property line was warranted at this case to allow better visibility from the street. He explained that signs

exceeding three feet in height would still be prohibited in the 15-foot by 15-foot sight triangles.

Commissioner Jackson asked if the new signs also had to have an additional approval because they will located in the River Corridor.

Mr. Fisher explained that some of the signs mainly to the west will be in the River Corridor and will require River Corridor Approval, and that the remaining signs to the east would not.

Planning Manager Rebeca Guerra explained to the Planning Commission that the proposed Master Sign Plan as part of this Planned Development (PD) provides the locations of all future signs.

Chairperson Valerie Priess opened the meeting for public comment.

Russell Gully with SKG Engineering, the applicant's representative, thanked staff for working with himself and his client during this process. He requested that Condition #3 requiring an Urban Design Review (UDR) be removed as the Zoning Ordinance already outlines when a UDR is required. He also indicated that Shannon has already agreed to install a sidewalk along East Harris Avenue and North Main Street and should not be a requirement of approval. He also asked to revise Condition #4 to apply only to proposed encroaching signs, as the current encroaching signs will be removed.

Ms. Guerra explained that Staff had requested a sidewalk since the beginning when we reviewed the site plan, and that Shannon Medical had agreed in previous meetings to install a sidewalk. She explained that this requirement in the PD Ordinance ensures that a sidewalk will be installed in future and is important because this is a unified campus development in downtown San Angelo.

Mr. Gully indicated that he did not believe a sidewalk is required through an Urban Design Review.

Ms. Guerra indicated that this condition only applies to when new construction will take place, and the condition can be amended to remove signage since signage is already being incorporated into the PD Ordinance.

Commissioner Jackson asked to clarify that an Urban Design Review is only applicable to new construction.

Ms. Guerra affirmed this is the case.

Dale Droll with Shannon Medical, the applicant, indicated that Shannon is planning to construct sidewalks along the new properties, but is concerned about requirements for having to install additional sidewalks. Mr. Droll also expressed concerns about

requiring an Urban Design Review for any new construction when the Zoning Ordinance only requires one for new construction over 25,000 square feet.

Ms. Guerra clarified that the condition for a new Urban Design Review is for all new construction.

Chairperson Priess asked Planning Staff to clarify if the purpose of the Urban Design Review for any new construction was because this was a unified campus development.

Ms. Guerra confirmed this is correct.

Commissioner Smith made a Motion to recommend APPROVAL of the proposed Planned Development Rezoning Amendment request, subject to the five conditions as outlined in the Staff Report, modifying Condition #3 to remove "signage" from any future Urban Design Review for new construction. Commissioner Stribling seconded the Motion. The Motion passed unanimously, 7-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Amendment to a Planned Development (PD15-04) Zoning District to expand the PD boundary for four additional properties changing their zone category from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04), and to allow for a Master Sign Plan, **subject to the following five Conditions:**

Proposed Conditions:

1. The type, location, and number of signs shall be consistent with the approved Master Sign Plan. Building, parking, and wayfinding signs shall not exceed the maximum sign area provisions for monument signs, including number of signs per linear street frontage and maximum sign area per sign, as delineated in the Master Sign Plan and to be reflected in the final wording of the Ordinance text. Signage exceeding three feet in height shall be prohibited within any 15-foot by 15-foot sight triangle at the intersection of two street lines measured from back of curb. Any changes in the proposed type, location, and/or number of signs shall require a new Planned Development (PD) Amendment application and revised Master Sign Plan.

2. No signage shall be located within the future City right-of-way as depicted on "Exhibit D," at the southwest corner of North Main Street and East Harris Avenue.

3. The applicant will require an Urban Design Review (UDR) for all proposed landscaping and any new construction on the subject properties. As part of the

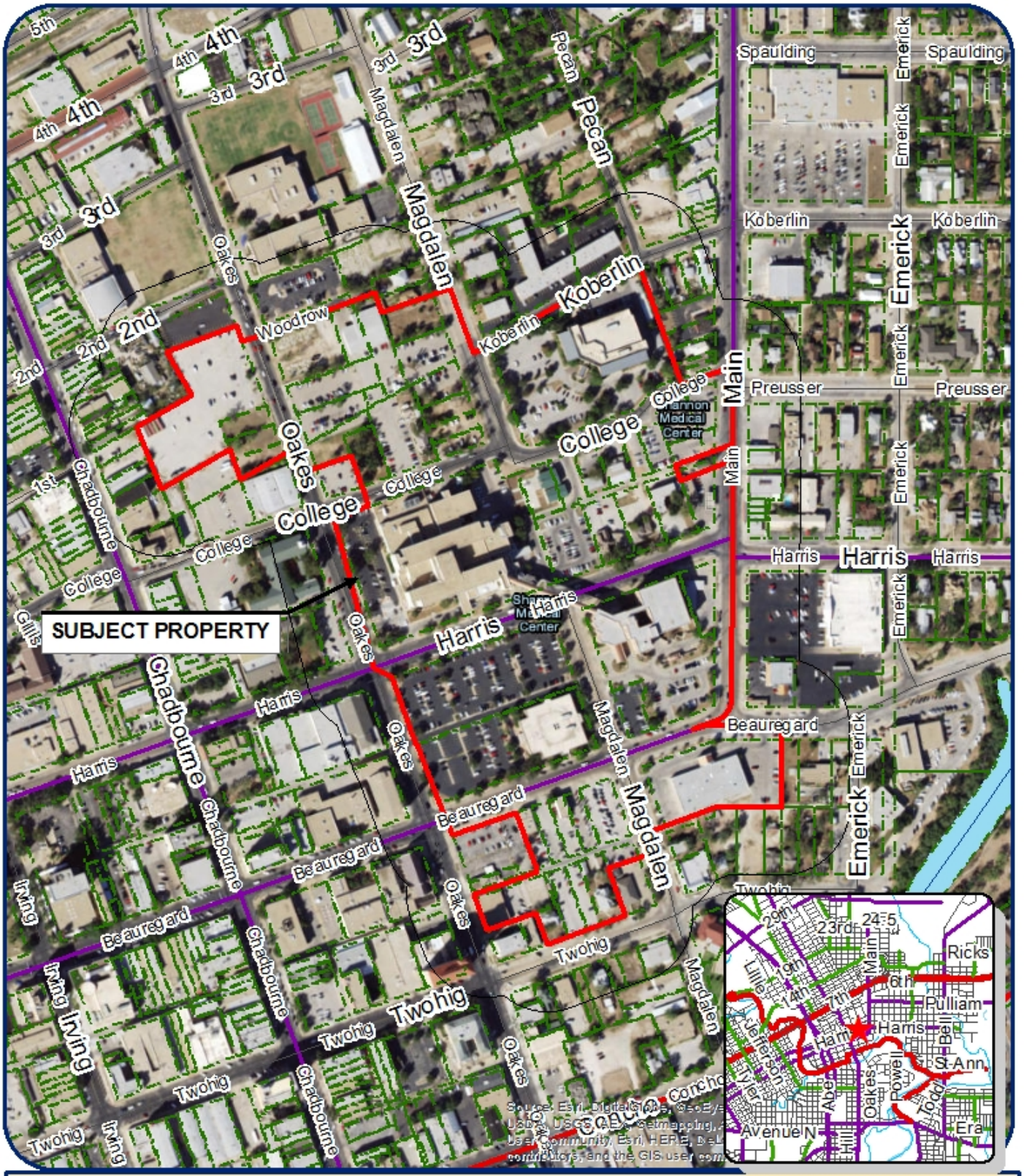
UDR, the applicant will require a site plan showing the construction of new sidewalks within the public right-of-ways abutting the new properties at East Harris Avenue and North Main Street.

4. An encroachment approval from City Council shall be required to allow for the two existing wayfinding “entrance” and “exit” signs on the north side of Harris Avenue between Oakes Street and Magdalen Street.

5. The applicant will require River Corridor approval for any proposed signage located within the City’s River Corridor.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Site Photos
Response Letters
New PD Boundary Map
Master Signage Plan
Sign Details
Future Right-Of-Way Detail
Application



Planned Development Amend.

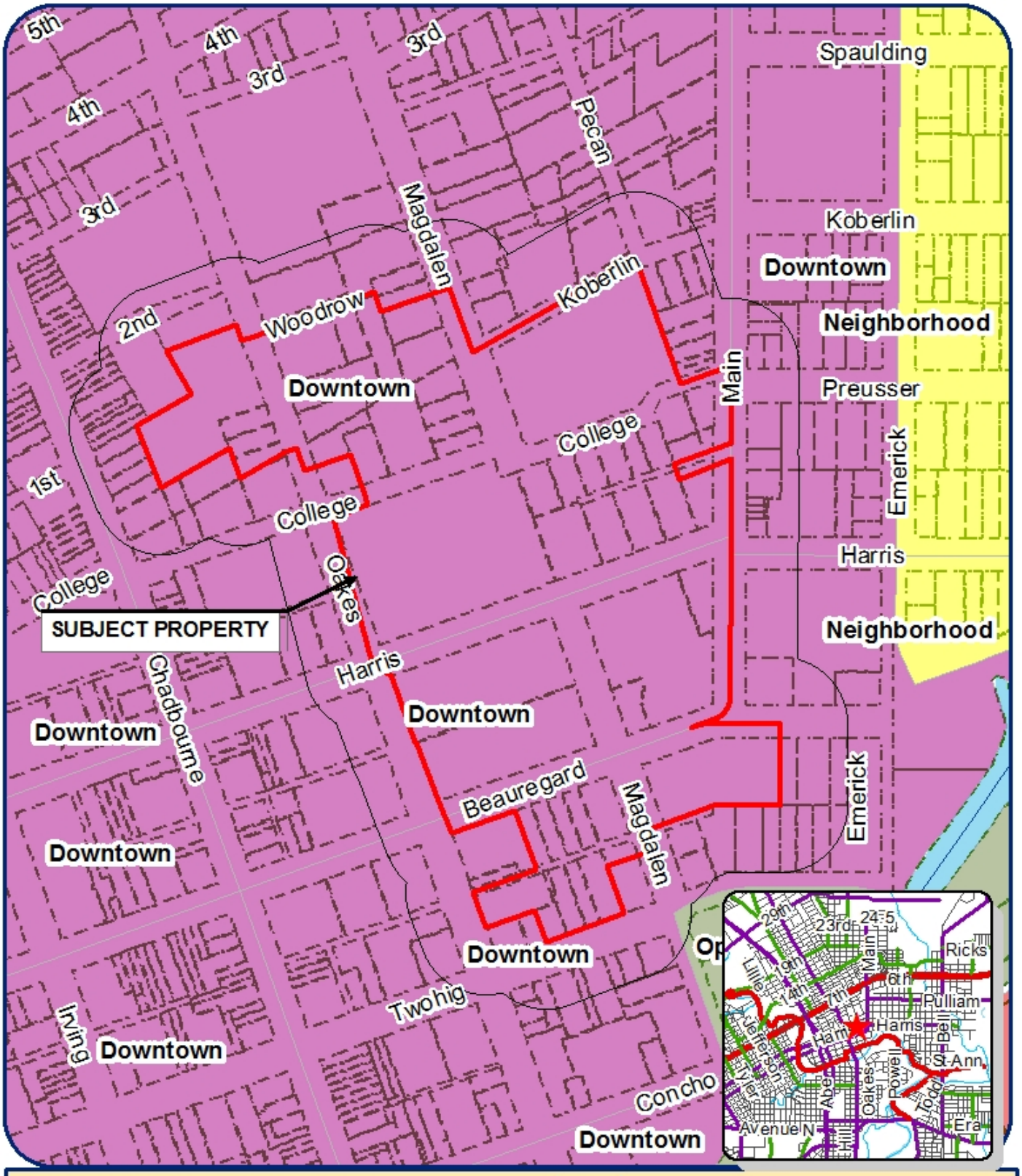
Amendment to PD15-04

Council District: Harry Thomas (SMD #3)
Neighborhood: Downtown
Scale: 1 " approx. = 375 ft
Subject Properties: See attached

Legend

Subject Properties:
Current Zoning: PD15-04 and CG/CH
Requested Zoning Change: N/A
Vision: Downtown

N



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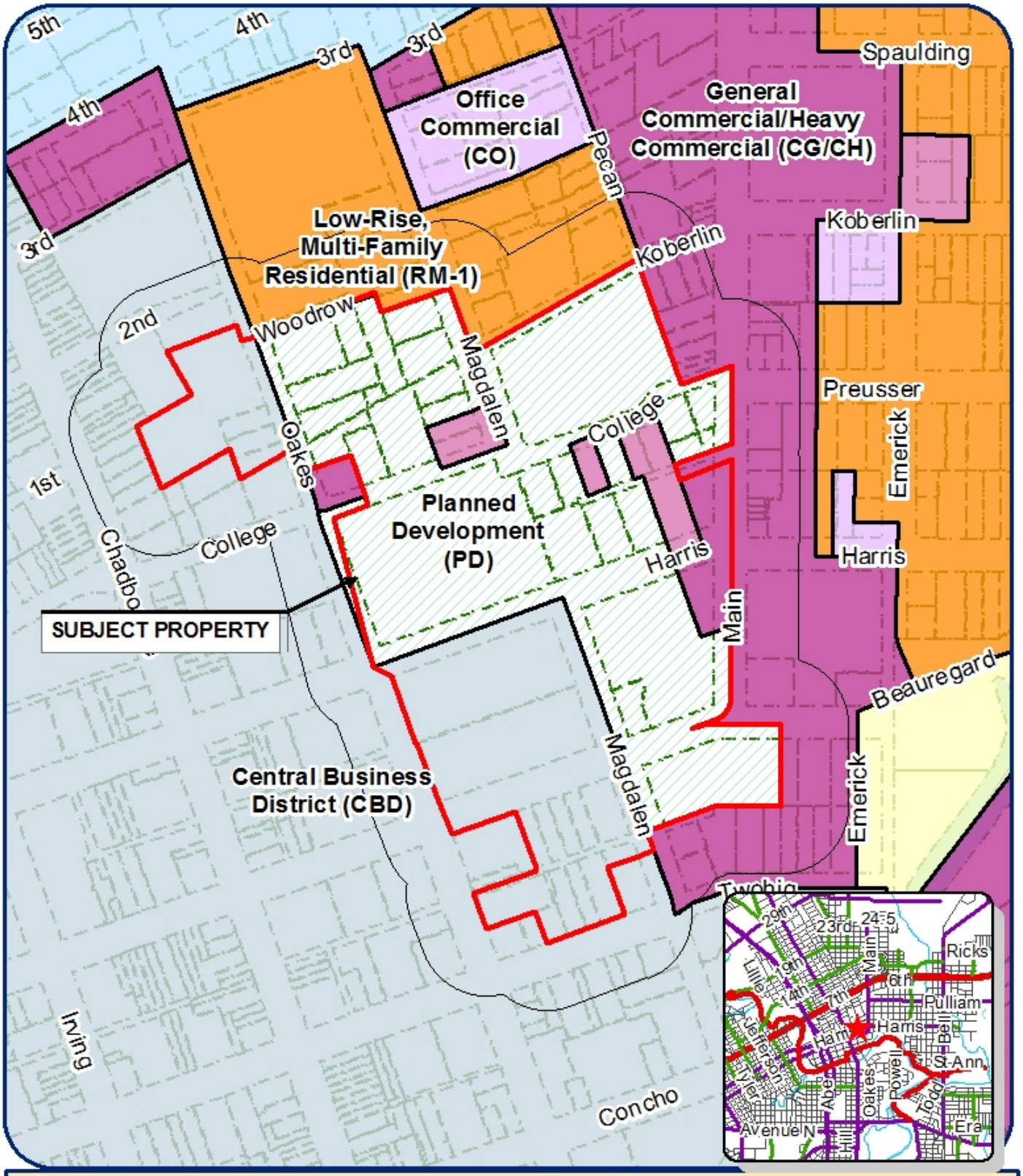

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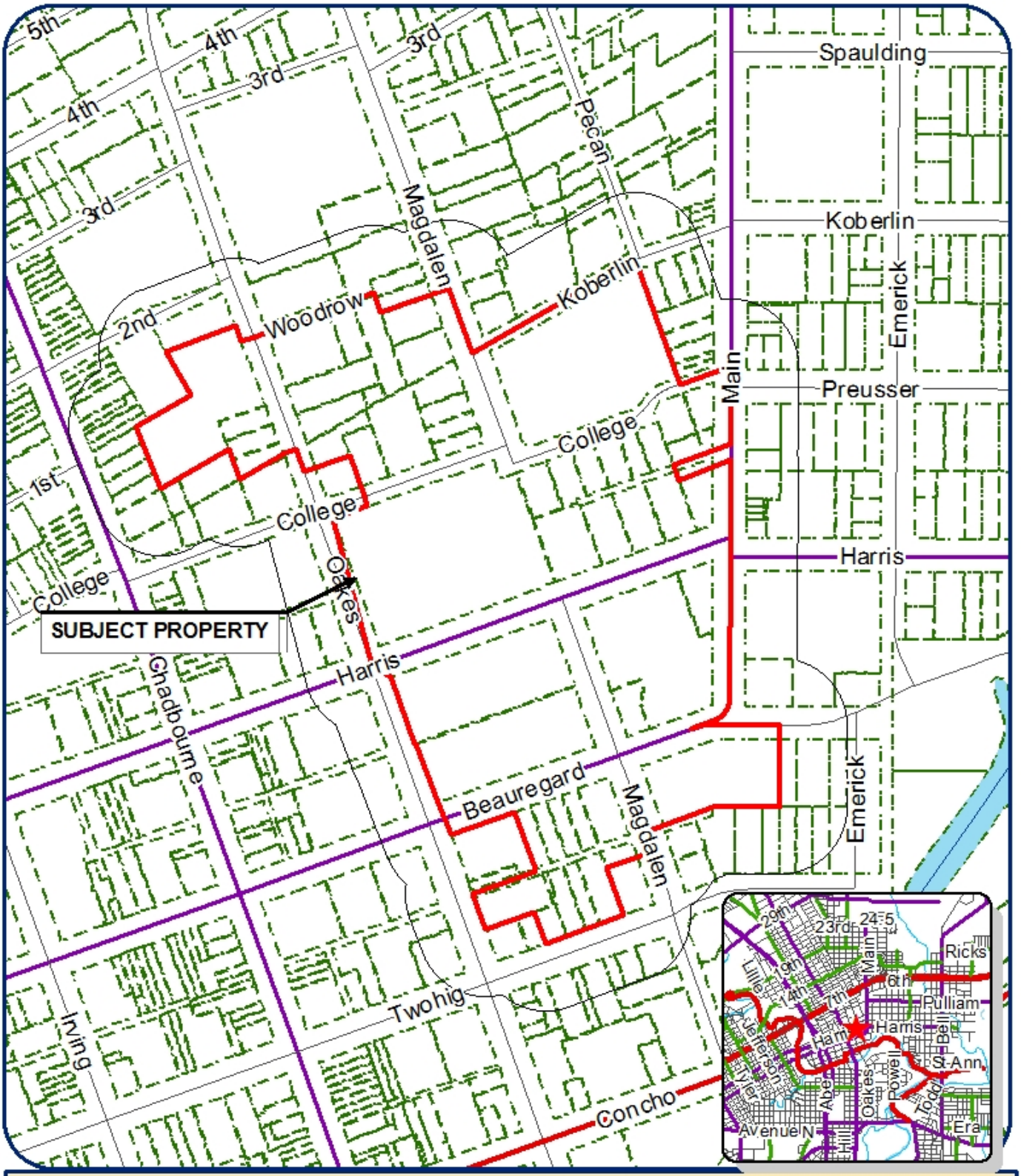
N



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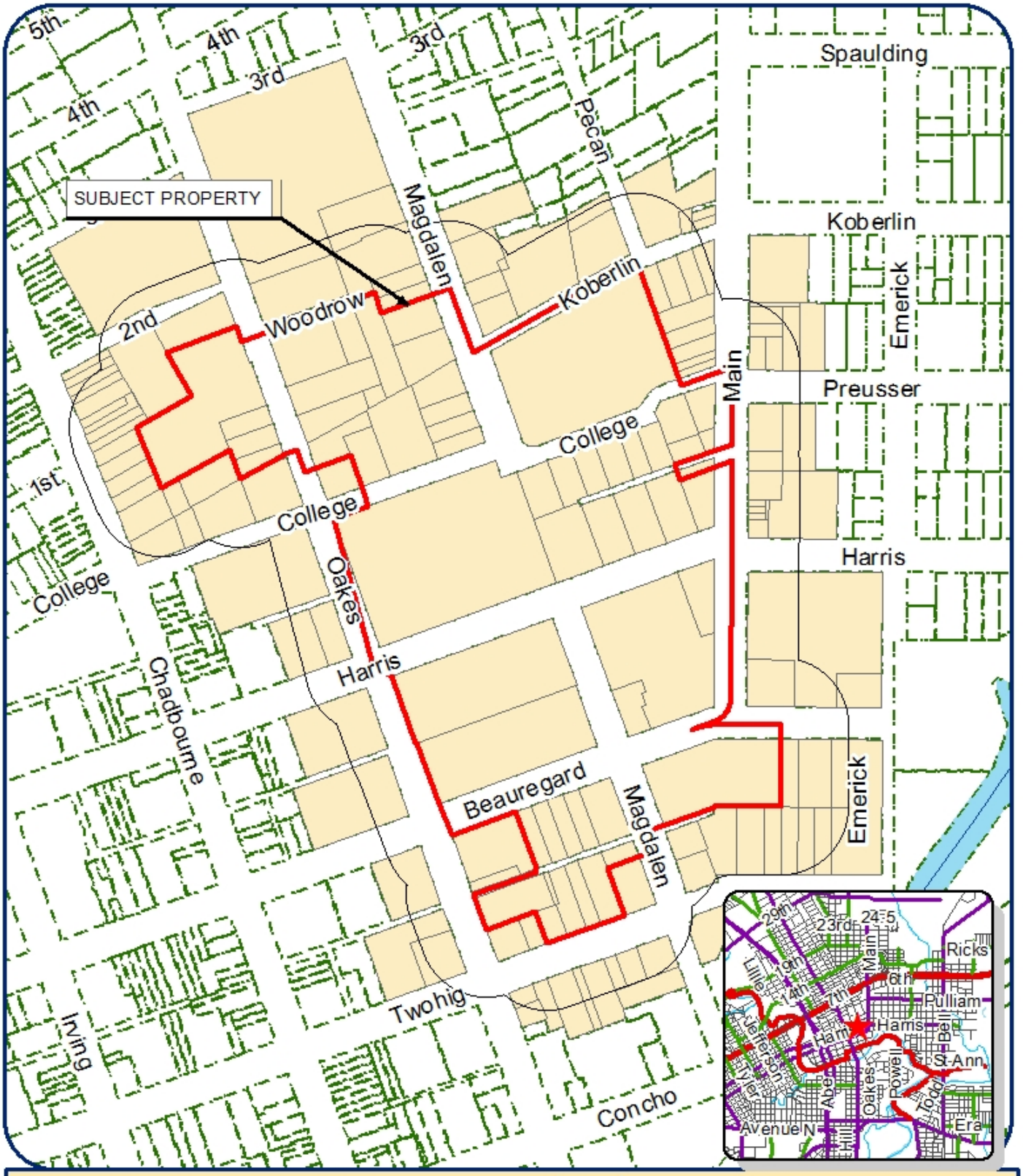

Planned Development Amend.

Amendment to PD15-04

Council District: Harry Thomas (SMD #3)
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Scale: 1 " approx. = 375 ft
Subject Properties: See attached

Legend

Subject Properties:
Current Zoning: PD15-04 and CG/CH
Requested Zoning Change: N/A
Vision: Downtown

N

Photos of Shannon Downtown Campus

Main Hospital (120 E. Harris Ave.)

Main Entrance Sign (120 E. Harris Ave- Requires Encroachment Approval)

Exit Sign (120 E. Harris Ave - Requires Encroachment Approval)

New Medical Office Building (220 E. College Ave)

Proposed monument sign location (NW corner Main St./Harris Ave.)

Proposed monument sign location (SW corner Main St./Harris Ave.)

Proposed monument sign location
(NE corner Oakes St/Beauregard Ave)

Shannon Clinic
(225 E. Beauregard Ave.)

Shannon Medical Center
(201 E. Harris Ave)

Shannon Clinic
(120 E. Harris Ave)

Shannon Storage Facility
(115 Woodrow St.)

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) IN FAVOR ( ) IN OPPOSITION

REASON(S) _____

NAME: Regal Oil, Inc.

ADDRESS: 424 N. Main
San Angelo, TX 76903

SIGNATURE: [signature], 1/17/17

Amendment to PD15-04: Shannon Medical
property owner number: 45

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Please place stamp here

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) IN FAVOR ( ) IN OPPOSITION

REASON(S) _____

NAME: San Angelo ISD

ADDRESS: 1621 University
San Angelo, Tx 76904

SIGNATURE: [signature] Asst Sup't

Amendment to PD15-04: Shannon Medical
property owner number: 53

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

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(X) IN FAVOR ( ) IN OPPOSITION

REASON(S) San Angelo needs to support Shannon Hospital in every way possible.

NAME: Addison Lee Pfluger

ADDRESS: 36 East Twohig, Suite 880
San Angelo Tx 76903

SIGNATURE: Addison Lee Pfluger

Amendment to PD15-04: Shannon Medical
property owner number: 27

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Please place stamp here

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(X) IN FAVOR ( ) IN OPPOSITION

REASON(S) A Trusted Community Minded Business With an eye to the future for Down-town. The Request fits into the overall P.D.

NAME: Lance Lacy

ADDRESS: 5118 Knickerbocker Rd.
San Angelo, TX.

SIGNATURE: Lance Lacy

Amendment to PD15-04: Shannon Medical
property owner number: 34

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Please place stamp here

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) **IN FAVOR** ( ) **IN OPPOSITION**

REASON(S) _____

NAME: San Angelo ISD

ADDRESS: 1621 University
San Angelo, TX 76904

SIGNATURE: JB Byles, Asst. Supt.

Amendment to PD15-04: Shannon Medical
property owner number: 60
If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

( ) IN FAVOR (✓) IN OPPOSITION

REASON(S)

① THE PROJECT WILL AFFECT NEARBY APARTMENT - HOTEL - MOTEL, SEALY FLATT, BED/BREAKFAST CLOSE TO SHANNON.

② IT'S ANOTHER "COMPETITION" THAT MIGHT CLOSE SMALLER BUSINESS.

I WOULD APPRECIATE IF SHANNON WOULD DEDICATE Y CONCENTRATE AS "HEALTH CARE ENTITY" THEY GOT ENOUGH BUSINESS AS IS - EVERYWHERE.

NAME: MARTHA KETCHUM

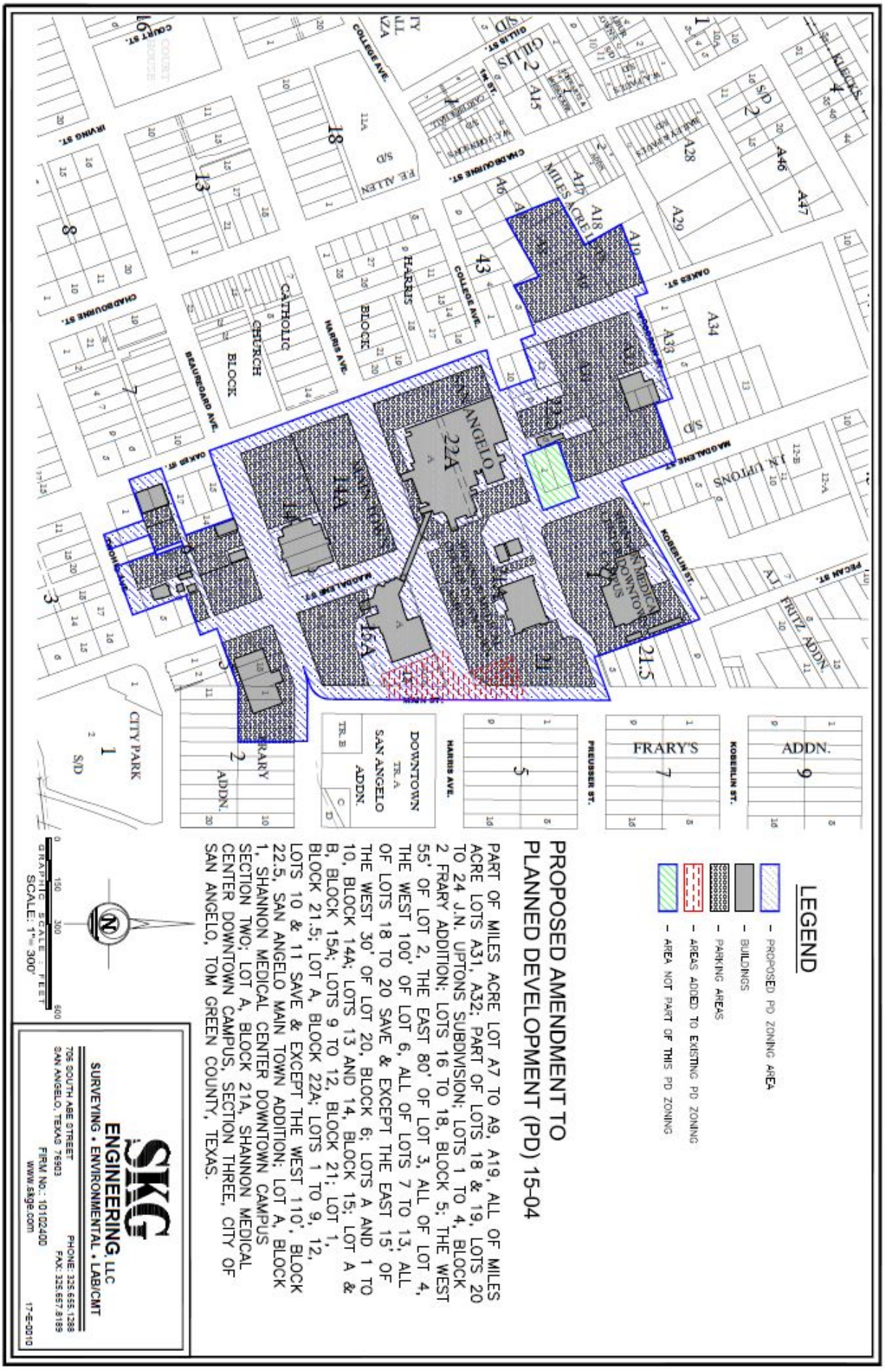
ADDRESS: 121 EAST TWOHIG
SAN ANGELO, TEXAS

SIGNATURE: Martha Ketchum 1/15/10

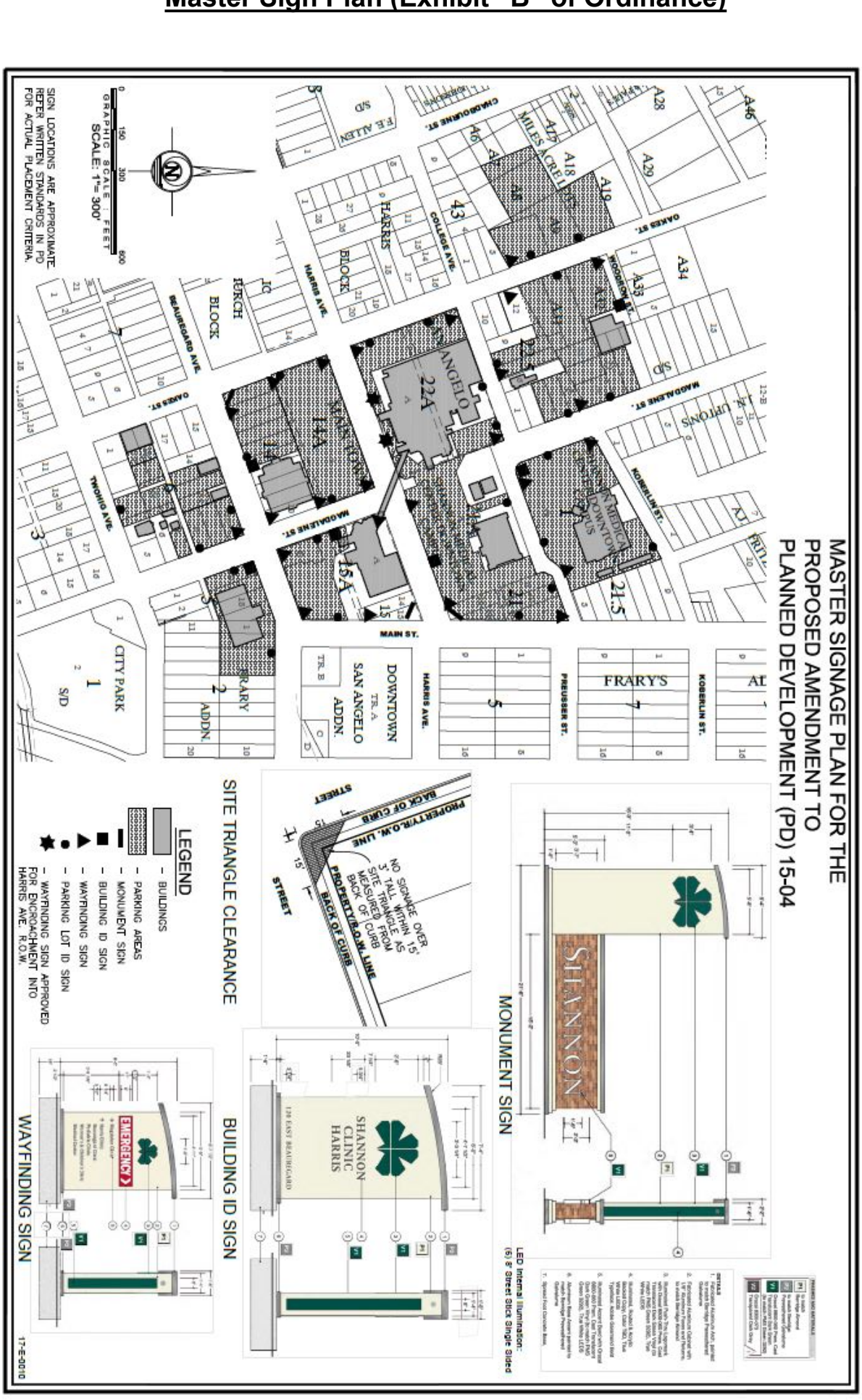
Amendment to PD15-04: Shannon Medical
property owner number: 31
If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Please

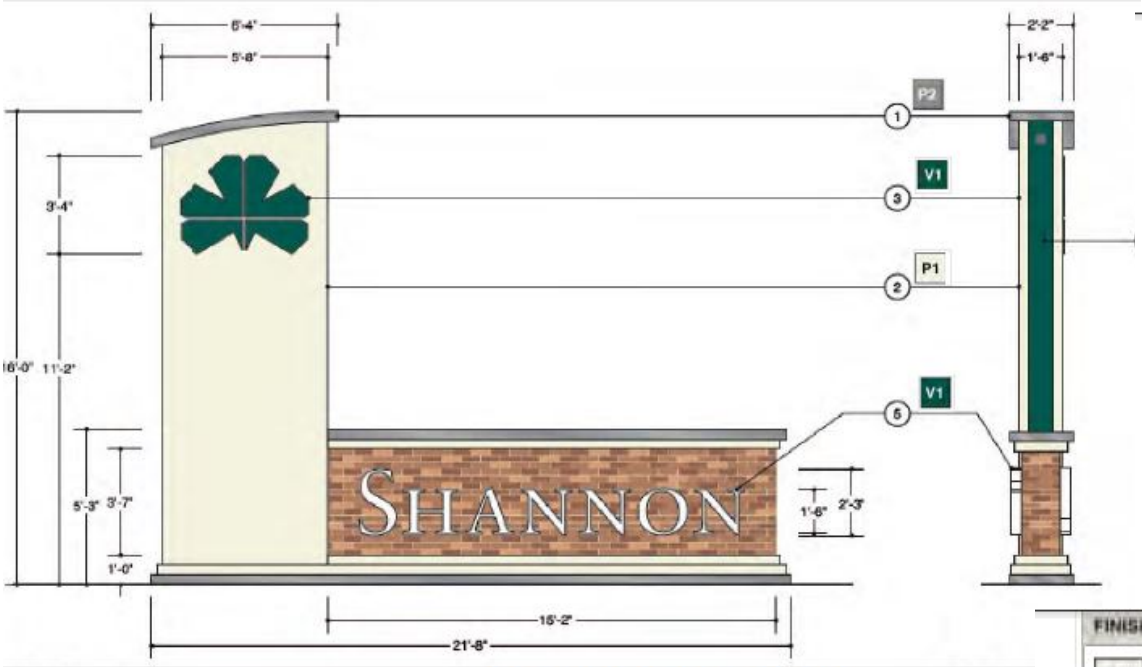
New PD Boundary Map (Exhibit "A" of Ordinance)



Master Sign Plan (Exhibit "B" of Ordinance)



Sign Details (Exhibit "C" of Ordinance)



MONUMENT SIGN

LED Internal Illumination:
(6) 8' Street Stick Single Sided

FINISHES AND MATERIALS

P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
V2	Oracal 8300-073 Transparent Dark Grey

DETAILS

1. Fabricated Aluminum Arch, painted to match Berridge Preweathered Galvalume
2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond

FINISHES AND MATERIALS

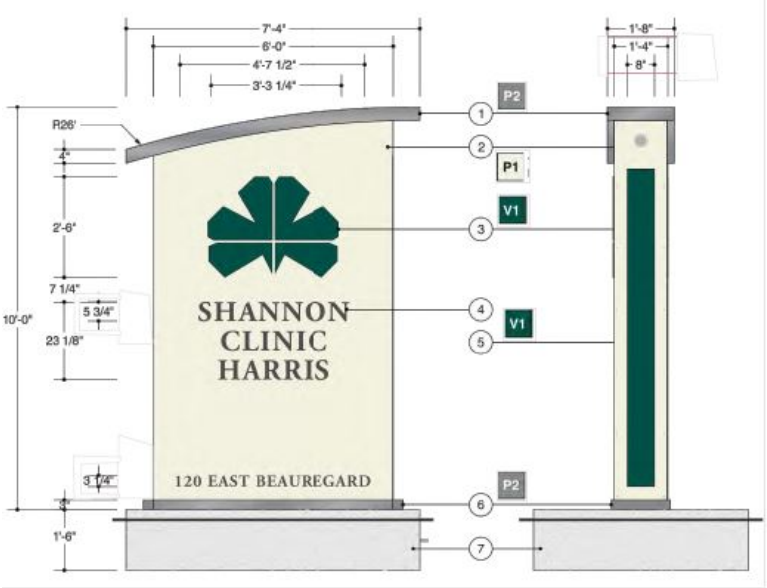
P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
V2	Oracal 8300-073 Transparent Dark Grey

DETAILS

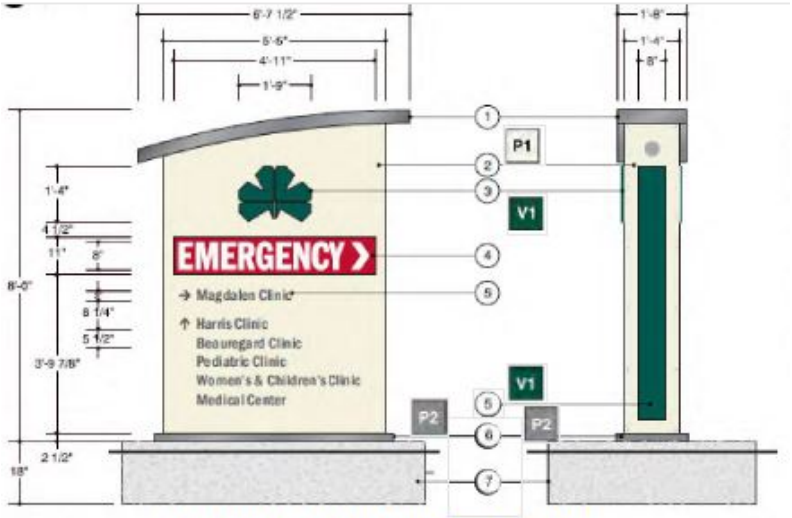
1. Fabricated Aluminum Arch, painted to match Berridge Preweathered Galvalume
2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond

3. Illuminated Push-Thru Logomark with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
4. Illuminated, Routed & Acrylic Backed Copy, Color TBD, True White LEDS
   Typeface: Adobe Garamond Bold
5. Illuminated Accent Band with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green 3292), True White LEDS
6. Aluminum Base Accent painted to match Berridge Preweathered Galvalume
7. Spread Foot Concrete Base,

Sign Details (Exhibit "C" of Ordinance)



BUILDING ID SIGN

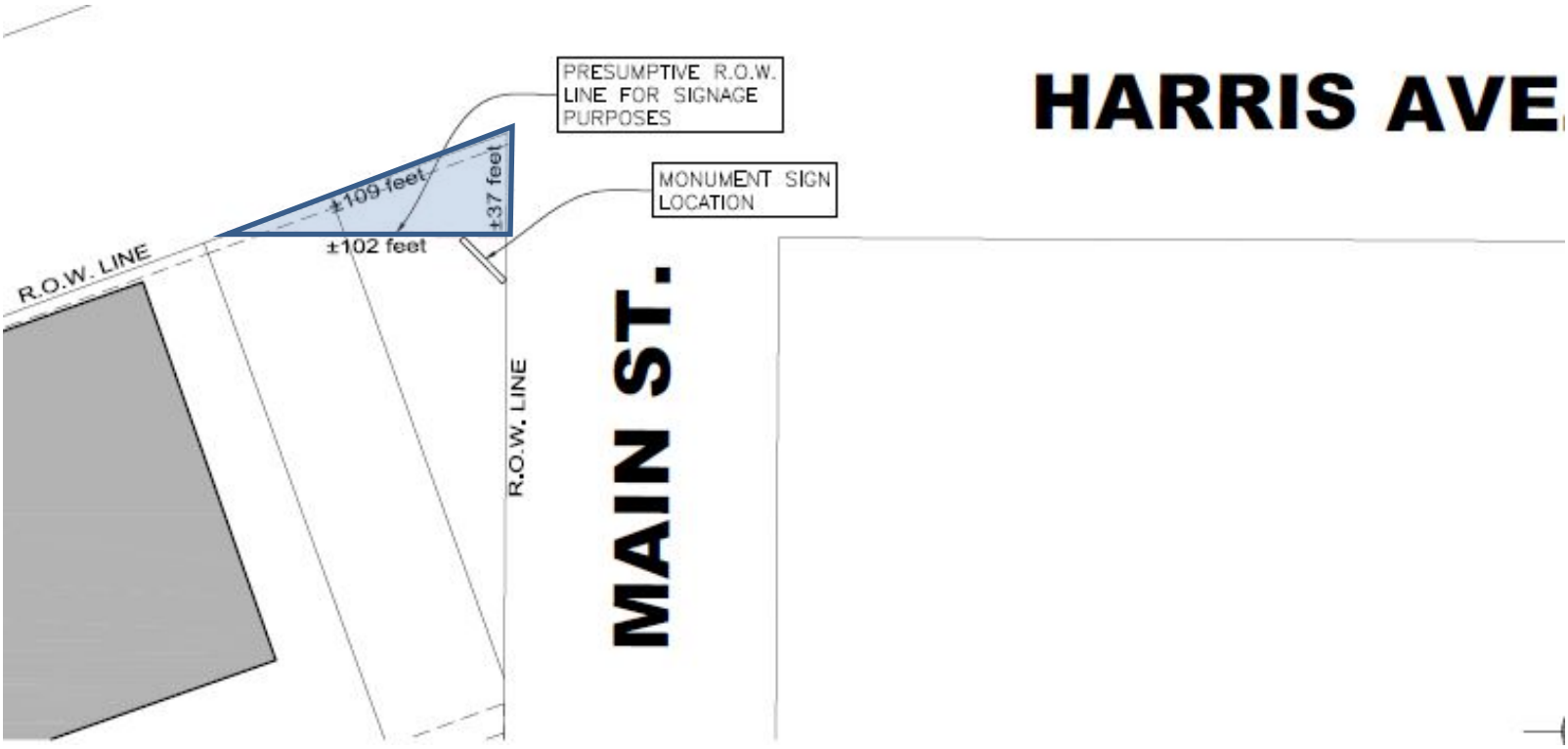


WAYFINDING SIGN

Illumination Sample

LED Internal Illumination:
(6) 8' Street Stick Single Sided

Future Right-Of-Way Detail (Exhibit "D" of Ordinance)



City of San Angelo, Texas
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): Shannon Medical Center

X Owner – Authorized Representative (Affidavit required)

Mailing Address: PO Box 1879 **Telephone:** 325.657.8233

City/State/Zip: San Angelo / TX / 76902-1879 **Fax/other:** 325.657.8236

Subject Property Address and/or Location*:

115 Woodrow St; 112, 126, 207 E. College Ave; 120, 201 E. Harris Ave;119, 120, 127, 206, 225 E. Beauregard Ave.;

110, 116, 120 E. Twohig Ave.; 122 S. Oakes St; 102 N. Magdalen St; 19, 22, 24 S. Magdalen St1

Legal Description*:

(see attached)

Zoning: PD 15-04 & CG/CH **Vision Plan Map Designation:** Downtown

Existing Use of Property: Business

Proposed Use of Property: Related services of Shannon Medical Center

Requested Zone Change: PD (Planned Development)

*** use attachment, if necessary**

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

Signature 12-21-16 Date

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY Amendment to

Case no.: PD 15-04 L R M *Date of application:* 12/21/2016

Received by: Jeff Fisher *–walk-in* *– by mail*

Nonrefundable application fee: $225.00 *Date paid:* 12/21/2016

Sign deposit: $ — *Date paid:* —

Affidavit attached? – yes – no – N/A *Applicant's signature on information sheet?* –

Previous Zone Change Inquiry? – yes – no *If yes, ZCI case no.:*

River Corridor Commission? – yes – no *If yes, RCC meeting date:*

Planning Commission hearing date: 1/23/17 *Date notifications due:*

City Council hearing date: 2/21/17 3/7/17 *Packets due date:* — *Publication date :* —

City of San Angelo, Texas
Department of Planning

Important Information Regarding Zone Change Requests

Please read the following and sign below.

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

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

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

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

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

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

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

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

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

I/We have read and understand the preceding information.

Dale Dolf
Signature

12-21-16
Date

OFFICE USE ONLY Amendment to
Case no.: PB 15 - 04 Date of application: 12/21/2016 Received by: Jeff Fisher

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

First public hearing regarding the voluntary annexation of 17.192 acres generally located south of U.S. Highway 67 and west of Southland Boulevard at the end of Willeke Drive and Pinon Ridge Drive - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On January 10, 2017, the Planning Division received a petition to annex from the property owner, Rocky Templin. City Council unanimously voted on February 7, 2017, to accept the Petition To Annex. By adopting a calendar of annexation proceedings as prescribed under Chapter 43 of the Texas Local Government Code, City Council will initiate a process that may be completed as early as April 18, 2017.

Financial Impact:

N/A

Other Information/Recommendation:

This item does not require a recommendation by the Planning Commission. No action is necessary. The second public comment hearing date is scheduled for the March 21, 2017, City Council meeting.

Attachments:

1. Staff Report PL_1st Public Comment Hearing D&D Asylums_Memo.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Memo

Meeting Date: March 7, 2017

To: Mayor and City Council members

From: Jon James, AICP
Planning & Development Services Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Subject: First public comment hearing for possible annexation (to San Angelo's City limits) of certain properties situated west of San Angelo

Location: An area encompassing an unaddressed 17.192-acre tract generally located west of Willke and Pinon Ridge Drives, west of the Prestonwood residential development

Summary:

On January 10, 2017, the Planning Division received a petition to annex from the property owner, Rocky Templin. City Council unanimously voted on February 7, 2017, to accept the Petition To Annex.

By adopting a calendar of annexation proceedings as prescribed under Chapter 43 of the Texas Local Government Code, City Council will initiate a process that may be completed as early as April 18, 2017.

The Local Government Code authorizes cities to annex sparsely occupied areas on petition of the area's landowner(s). This section (43.028) only applies to the annexation of areas that meet the following criteria:

(1) is one-half mile or less in width;
(2) is within the ETJ (Extra-Territorial Jurisdiction) of the city;
(3) is vacant and without residents, or on which fewer than three qualified voters reside;
(4) is contiguous to the annexing city.

Annexation Calendar: *(no special meetings needed)*

Petition to annex	February 7, 2017
First public hearing	**March 7, 2017**
Second public hearing	March 21, 2017
Introduce annexation Ordinance, on First Reading	April 4, 2017
Second and final reading of annexation Ordinance	April 18, 2017

Analysis of Proposed Annexation:

The City of San Angelo's Annexation Plan (updated in 2009) is categorized into three timeframes in which annexations should occur. The first of these three is the "Immediate" time frame ranging from 0-5 years. Second, is the "Intermediate" which suggests annexations that could occur 5-10 years from the date the annexation plan was updated. Finally, we have the "Long-Term" timeframe which recommends annexations that could occur 20 or more years from the date the annexation plan was updated. The proposed site for annexation fits within the "Immediate" time frame of the City's approved Annexation Plan. The Comprehensive Plan recommends focusing immediate annexation efforts on areas that can be served by extending the existing water distribution system, and avoiding annexation of areas where development would necessitate extensive improvements to water tanks and transmission lines. The area included in this annexation petition is located within 200 feet of an existing water main and will not require extensive improvements to existing to water tanks and transmission lines.

San Angelo's Comprehensive Plan suggests that municipal annexation should be used to direct urban growth into areas adjacent to existing City limits, where infrastructure for transportation and utilities are already in place.

This site sits west of Southland Boulevard and east of Sherwood Way and is designated on the Comprehensive Plan's Future Land Use Map as "Neighborhood." The Comprehensive Plan states that the intent of an annexation is to ensure that new housing and business activity

is incorporated within the City limits of San Angelo in way which minimizes up-front municipal expenditures (for capital improvements in newly annexed areas) but maximizes suitability of such development within the urban context of San Angelo. In addition, the Comprehensive Plan recommends balancing short-term costs of making measured capital improvements in possible annexation areas, with long-term costs of continuously not annexing these same areas. The Comprehensive Plan also states that the intent for the future growth of Neighborhoods is to promote vibrant and viable neighborhoods, improve neighborhood connectivity with and between neighborhoods, improve relationships between adjacent commercial and residential land use adjacencies, grow new neighborhoods in San Angelo in a reliably sustainable manner, promote neighborhood organization and outreach, and improve access to open space for all residents.

The Subdivision Ordinance recommends providing developers and land sub-dividers with a guide to the development and subdivision of land so there are protections and to provide for the public health, safety, and general welfare of the City of San Angelo. The Subdivision Ordinance also states that it was adopted in order to provide orderly, safe and efficient development of the City and surrounding area, to provide streets that insure safe, convenient and functional systems for vehicular and pedestrian circulation, and to provide for efficient use and extension of municipal utilities.

The proposed 17.192 acres of land being considered for annexation is located adjacent to the Prestonwood residential development and all of the requested area for annexation is still vacant. To the west of this area is vacant land and a multi-family residential development (The BLVD Apartments) and it is expected that future residential development will extend within the requested area for annexation.

Utilities Analysis of Proposed Annexation:

The City would not be responsible for extending service mains or infrastructure. This would be the responsibility of the developer and/or owners of the proposed annexed property.

- Water
  - Land Development and Subdivision Ordinance, Chapter 11.II.F: Developers of new subdivisions, owners of property within existing subdivisions, and owners of unplatted property, whose land is located outside of the city limits but within the city's extraterritorial jurisdiction and who request extension of city water service to said property or properties, shall voluntarily request in writing that the City of San Angelo annex the area proposed to be serviced. If the City Council agrees to initiate proceedings on the requested annexation, such annexation shall be completed prior to, or concurrent with, approval of the new subdivision and/or extension of City utilities to the existing subdivisions and/or unplatted properties.

  - Land Development and Subdivision Ordinance, Chapter 11.I.A: As a prerequisite for approval of a plat of a new subdivision or Replat of an

existing subdivision by the City, the developer shall be required to install water transmission and distribution mains and service laterals within and/or adjacent to such new subdivisions as specified and required by the City Water Utility System.

- Sewer
  - Land Development and Subdivision Ordinance, Chapter 12.I.A: As a prerequisite for approval of a plat of a new subdivision or Replat of an existing subdivision by the City, the developer shall be required to install wastewater mains (either one-site, off-site, standard size, oversize, gravity, or pressure), manholes, and/or lift stations (either one-site, off-site, standard size or oversize), within and/or adjacent to such subdivisions as required by this Chapter and the current Construction Standards of the City of San Angelo, whichever is more stringent. The development may utilize on-site waste disposal only when the development conforms to the On-Site Waste Disposal Ordinance as it exists, or may be amended.

  - The developer and/or owner would be responsible for the extension of water and sewer utilities; therefore, the improvements would be installed at their expense and by the approval of the City. However, the size of the utilities may require some financial participation by the City for oversized mains and/or infrastructure per the citations below.

- Water
  - Land Development and Subdivision Ordinance, Chapter 11.I.C.2: Oversized Water Facilities. In the case of oversized water facilities installation, the following shall apply:

    - The Department of Public Works shall pay the difference of cost in pipe size required to oversize.
    - The Department of Public Works shall purchase the oversized pipe under the competitive bids in accordance with the statutes of the State of Texas and the City Code of the City of San Angelo.
    - The oversized pipes shall be furnished to the job site by the Department of Public Works, upon request by the developer.
    - The developer shall be billed for the required size pipe cost and prompt payment of the developer's share shall be made.
    - The City of San Angelo shall have no liability for the original payment for construction of facilities by the construction contractors. Upon the completion of such construction, pursuant to contract or contracts for construction, the City shall not be a signatory party to such contract or contracts; provided, however, that such construction shall nevertheless be subject to progress inspection by the Department of Public Works and shall be in compliance with all plans and specifications as stated in the Water System Standards.

- Sewer

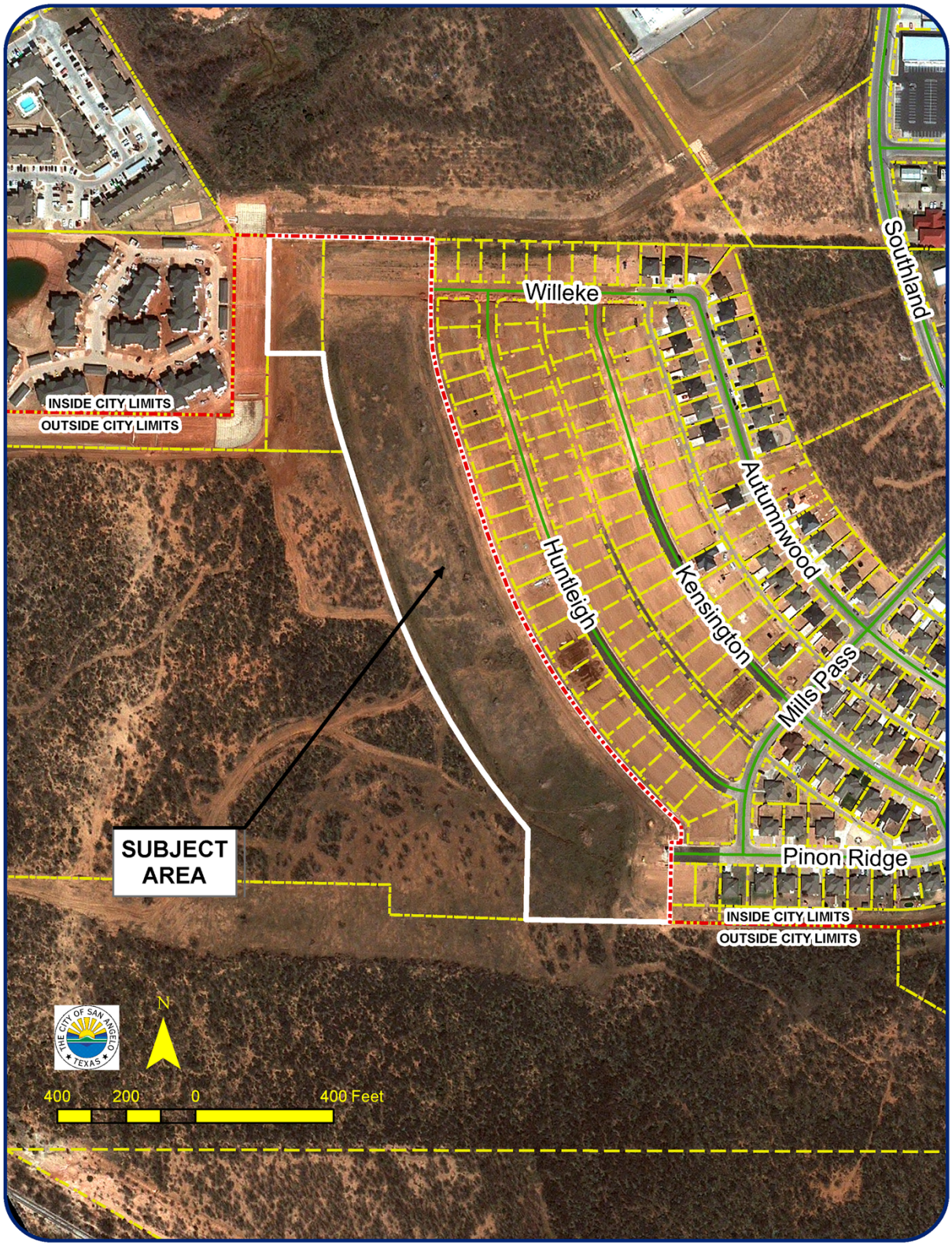
  - Land Development and Subdivision Ordinance, Chapter 12.III.A Oversized Facilities Reimbursement. Should the payment by the developer include payment for oversized main(s) and/or oversized lift station(s) required by the Department of Public Works, the developer shall be reimbursed by the City for a portion of the cost of oversized main(s), and the developer shall be reimbursed by the City for that portion of the cost of the oversized lift station(s) of sufficient size only to service the maximum estimated wastewater and other liquid sewerage disposal of such new subdivision. Reimbursable amounts shall be payable by the City to the developer regardless of the subsequent tie-on to use of such oversized facilities by other and additional users. Any facility that is oversized and requires payment from the City for oversizing, then sealed competitive bids will be required if, the total cost of the project equals or exceeds the limits as allowed by State statute or City requirements. The other method of City participation will be for the City to supply the size main required, and the City to bill the developer or contractor for the size main that will be used by the development.

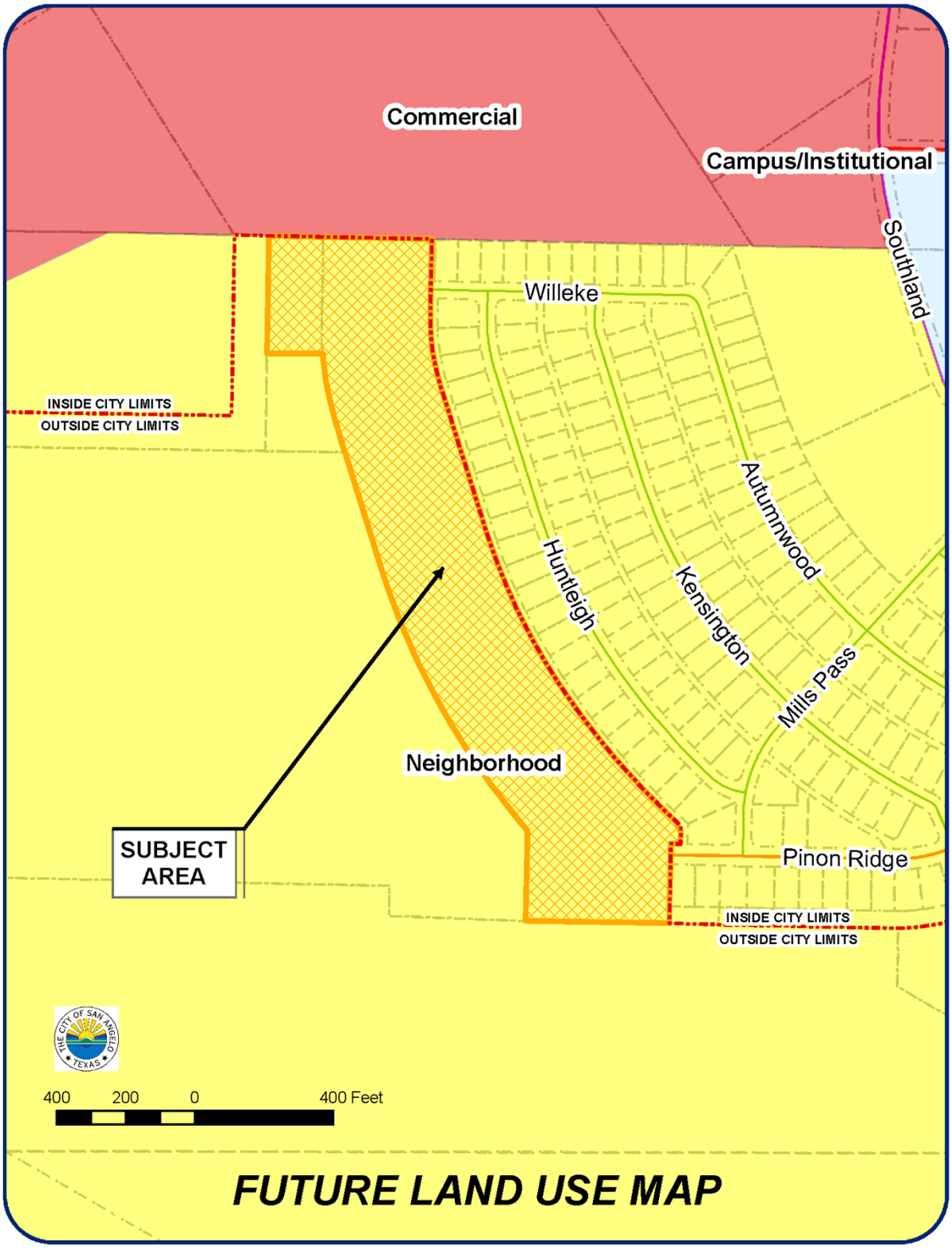
Financial Impact: Financial impact will be addressed with the Service Plan at the First Reading of the associated Ordinance.

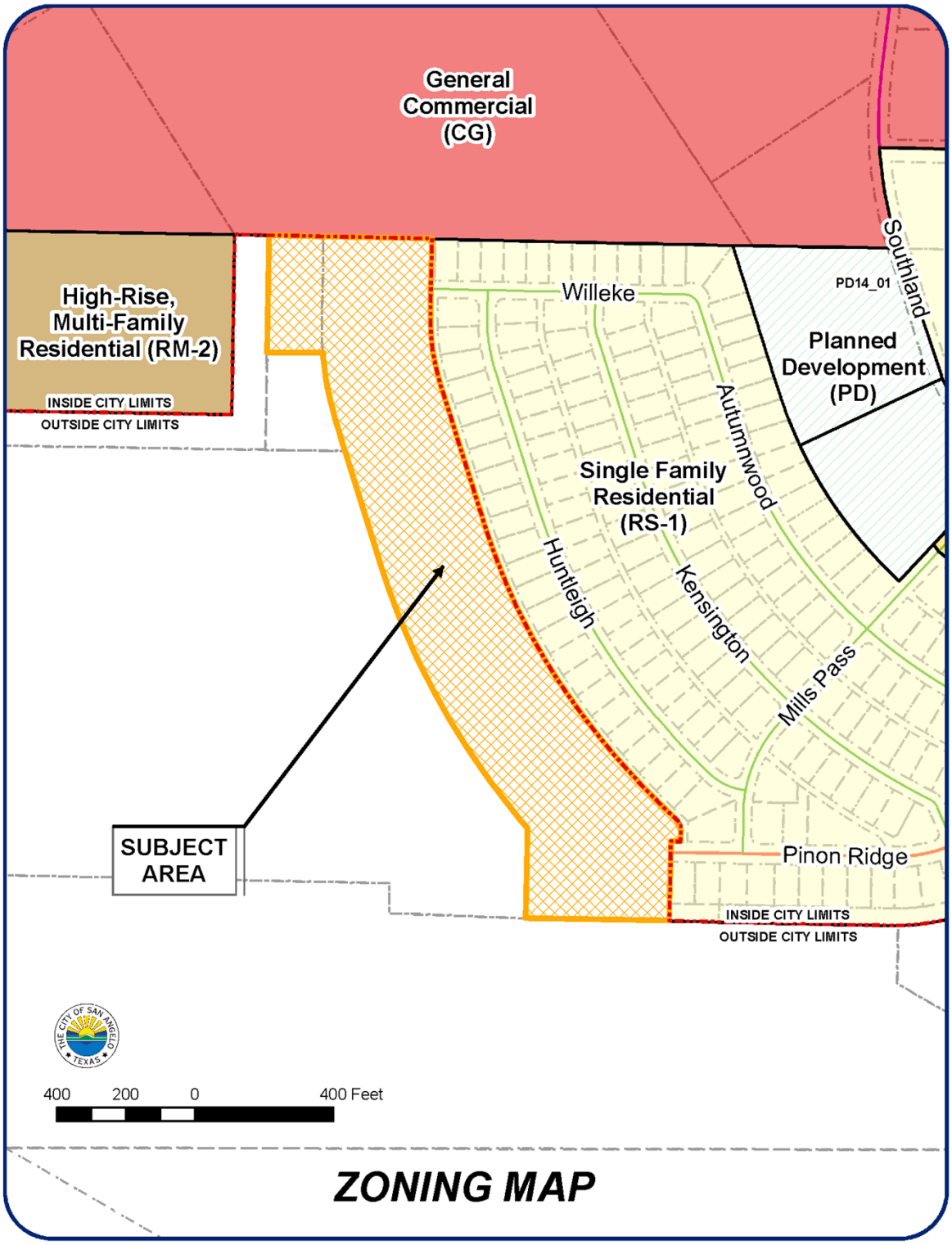
Attachments:
Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Notification Map
Survey Map

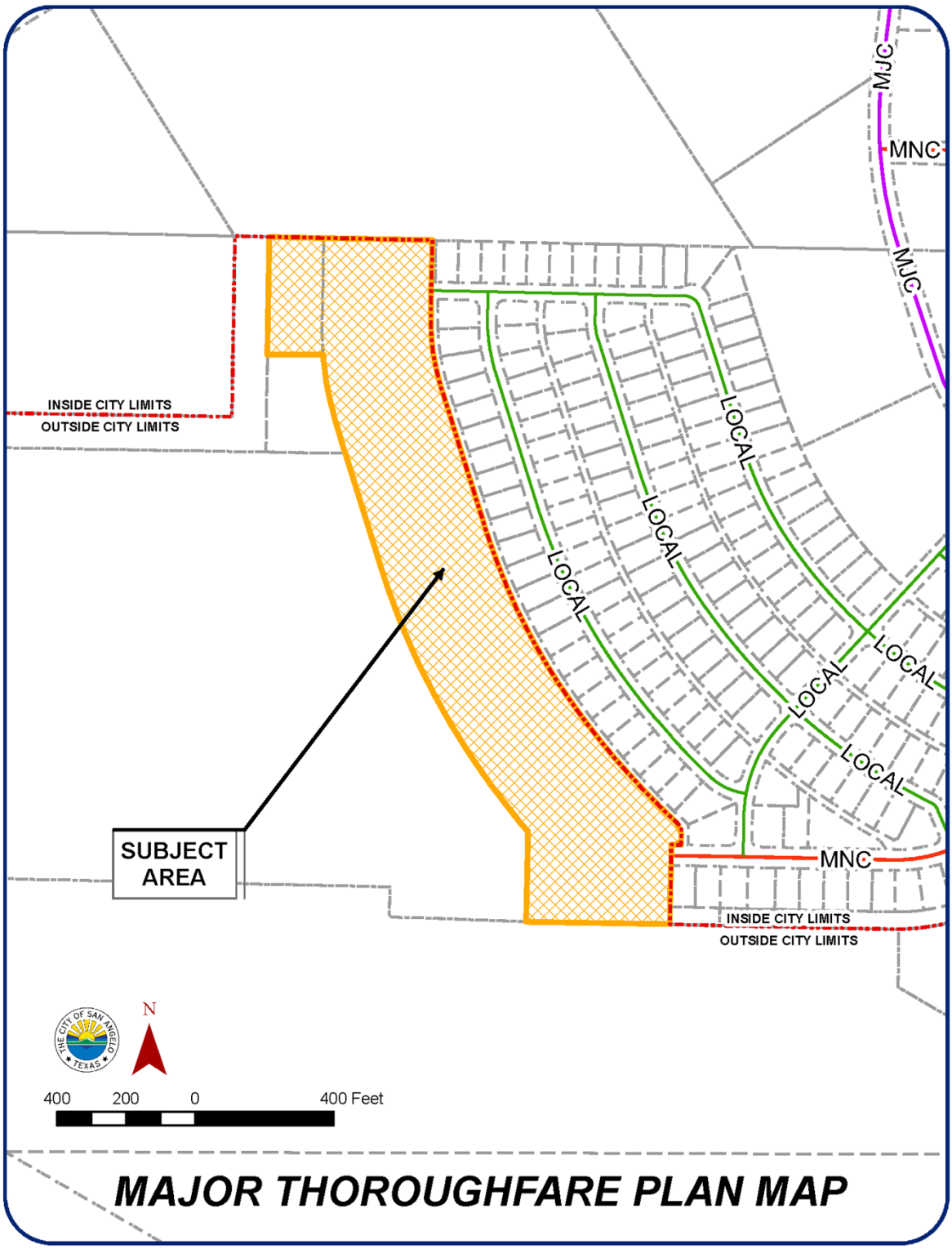
Notification: Notifications for this request were sent out within a 200-foot radius of the proposed site. As of February 27, 2017, there have been two responses in favor regarding the request, both from the property owner.

In addition, notifications to Verizon, the Independent School District, Suddenlink, Tom Green County, Republic, Atmos Energy, AEP, and the San Angelo Fire Department were also mailed. As of February 27, 2017, there are zero responses in favor and zero responses in opposition of the request.


INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
Willeke
Southland
Huntleigh
Kensington
Autumnwood
Mills Pass
Pinon Ridge
SUBJECT AREA
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
N
400 200 0 400 Feet


Commercial
Campus/Institutional
Southland
Willeke
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
Autumnwood
Huntleigh
Kensington
Mills Pass
Neighborhood
SUBJECT AREA
Pinon Ridge
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
THE CITY OF SAN ANGELO TEXAS
400 200 0 400 Feet
FUTURE LAND USE MAP


General Commercial (CG)
High-Rise, Multi-Family Residential (RM-2)
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
Willeke
PD14_01
Southland
Planned Development (PD)
Autumnwood
Single Family Residential (RS-1)
Huntleigh
Kensington
Mills Pass
SUBJECT AREA
Pinon Ridge
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
400 200 0 400 Feet
ZONING MAP


MJC
MNC
MJC
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
LOCAL
LOCAL
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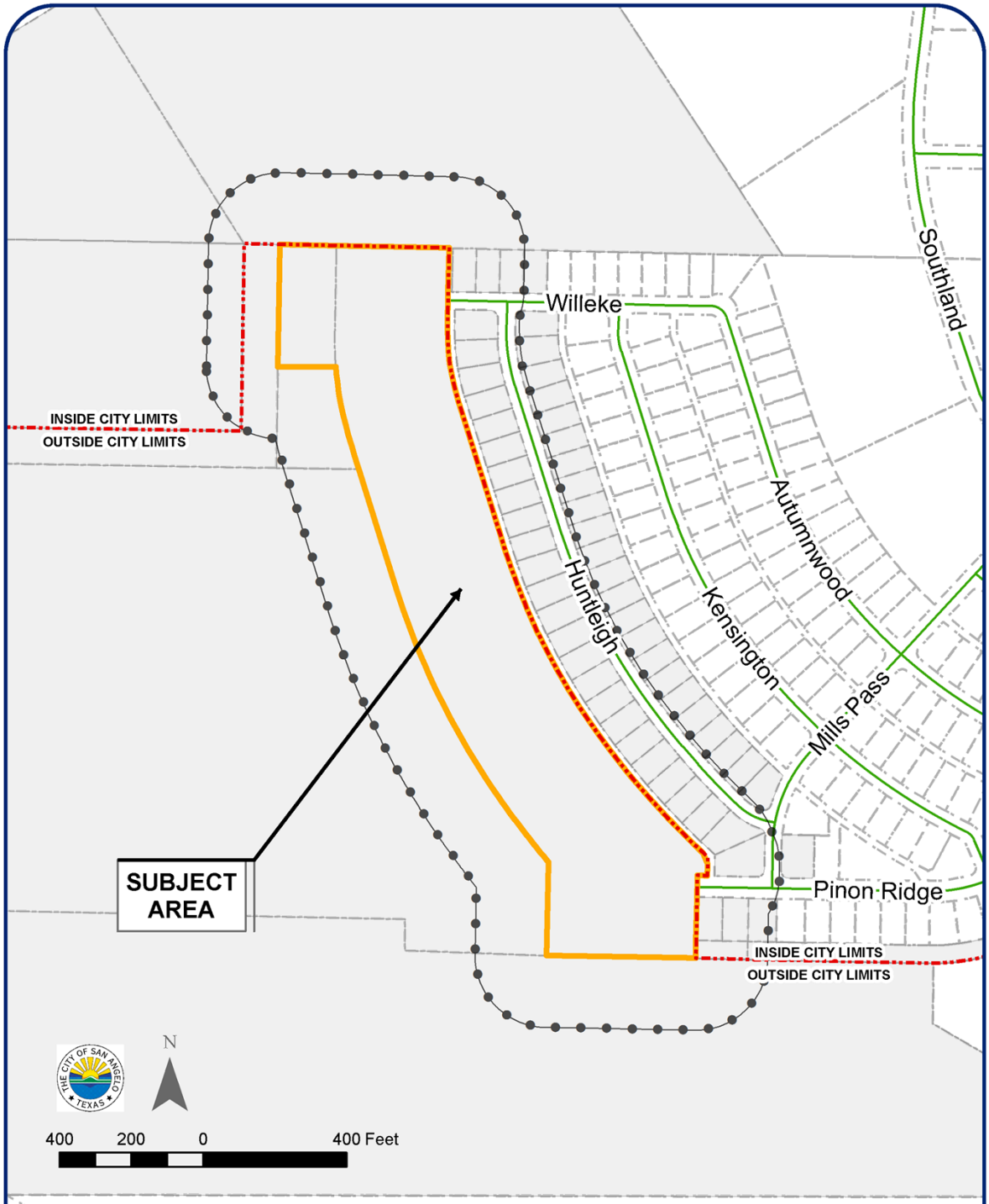
LOCAL
SUBJECT AREA
MNC
INSIDE CITY LIMITS
OUTSIDE CITY LIMITS
THE CITY OF SAN ANGELO TEXAS
N
400 200 0 400 Feet
MAJOR THOROUGHFARE PLAN MAP



NOTIFICATION MAP (200-FT-WIDE BUFFER)

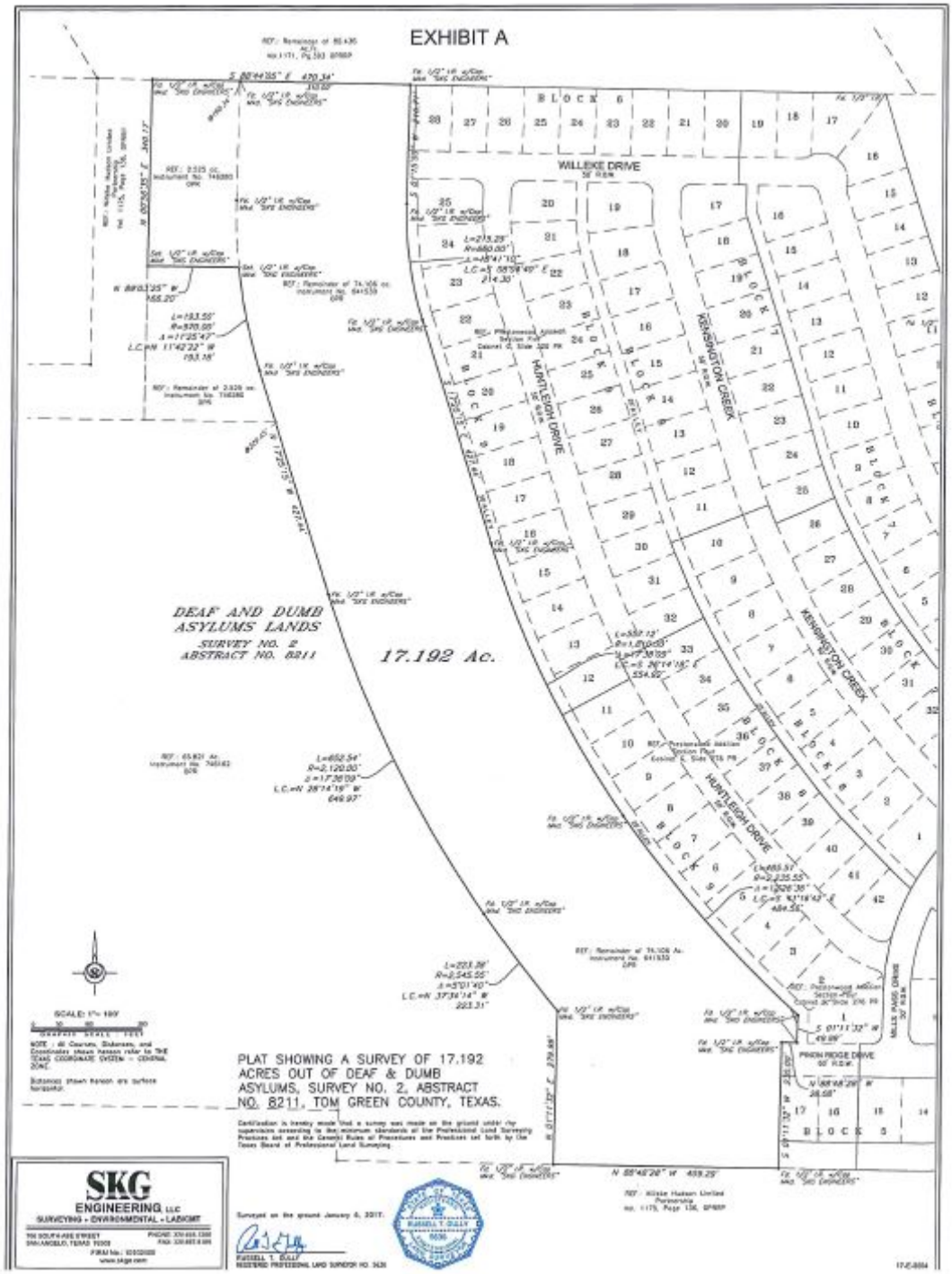


EXHIBIT A
WILLEKE DRIVE
HUNTLEIGH DRIVE
KENSINGTON CREEK
DEAF AND DUMB
ASYLUMS LANDS
SURVEY NO. 2
ABSTRACT NO. 8211
17.192 Ac.
PRIMROSE DRIVE
PRIMROSE RIDGE DRIVE
MILLS PASS DRIVE
PLAT SHOWING A SURVEY OF 17.192
ACRES OUT OF DEAF & DUMB
ASYLUMS, SURVEY NO. 2, ABSTRACT
NO. 8211, TOM GREEN COUNTY, TEXAS.
SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LANDMIT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

An appeal of an approval by the Planning Commission regarding a Conditional Use to allow for a Telecommunication Facility in the General Commercial & Heavy Commercial (CG/CH) Zoning District on property generally located along the south side of Macann Street, between South Bell and Fulton Streets - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The request is for a Conditional Use to allow for an unmanned 100-foot-high telecommunications tower. The lease site will be 50 feet by 50 feet and surrounded by a chain link fence to enclose the 100-foot-tall monopole tower. Access to the site will be derived from Macann Street. Section 424 of the Zoning Ordinance sets development standards for this type of facility, mainly a 20-foot tower setback from a property line a 50-foot setback from a public street right-of-way, and a 100-foot setback form the nearest residential zone.

The Planning Commission heard the request on January 23, 2017. At the public hearing, two individuals who live near the subject site spoke in opposition to the request citing concerns about the tower's appearance, its prospective location, and its potential impact on property values in addition to questions about the notification process for the public hearing.

The Commission voted unanimously to approve the Conditional Use, subject to the three conditions of approval listed in the Staff Report and condition number four as added during the meeting which limited the tower's construction to a slim-line monopole.

Under Section 208.H of the Zoning Ordinance, any party that is aggrieved by the decision of the Planning Commission may submit a written request for appellate relief from the San Angelo City Council within 30 days of the Commission's final action. City Staff received a written request to appeal the Commission's decision on February 14, 2017.

On February 20, 2017, 19 notices were mailed out to property owners within a 200-foot radius of the subject site to provide notice of the appellate hearing. While Section 214 of the Zoning Ordinance does not require mailed notification of the appellate hearing, this was done as a courtesy to nearby property owners. Both Petitioner and opponents were also notified of the appellate hearing via e-mail.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard the request on January 23, 2017. Commissioner Smith made a Motion to APPROVE the Conditional Use request as presented, subject to the three conditions of approval in the Staff Report and Condition

number four as added during the meeting. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 7-0.

Attachments:

1. Staff Report 05_CU16-12_Council_Report.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

STAFF REPORT

Meeting: March 7, 2017

To: Mayor & City Council

From: Jon James, AICP
Planning and Development Services Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: CU16-12: Star Towers, LLC

Request: A request to appeal the January 23, 2017 decision of the San Angelo Planning Commission to approve a Conditional Use to allow for a Telecommunication Facility, as outlined in Section 310 of the Zoning Ordinance, on a property located in the General Commercial & Heavy Commercial (CG/CH) Zoning District

Location: An unaddressed tract, generally located along the south side of Macann Street, between South Bell and Fulton Streets

Legal Description: 0.7439 acres out of the H. Oelkers Survey, no. 165, Abstract 1757, Tom Green County, TX

Size: 0.7439 acres

General Information

Future Land Use: Neighborhood Center

Zoning: General Commercial / Heavy Commercial (CG/CH) Zoning District

Existing Land Use: Vacant lot

Surrounding Zoning/Land Use:

North:	General Commercial & Heavy Commercial (CG/CH)	Commercial Building
West:	General Commercial & Heavy Commercial (CG/CH)	Commercial Building
South:	General Commercial & Heavy Commercial (CG/CH)	Commercial Building
East:	General Commercial & Heavy Commercial (CG/CH)	Vacant

District: SMD#3 – Harry Thomas

Neighborhood District: Belaire

Thoroughfares/Streets: Per the Master Thoroughfare Plan (MTP), Macann Street is classified as a "Local Street" in the MTP. A Local Street carries light neighborhood traffic at low speeds, and requires 50 feet of right-of-way, 36 feet (minimum) of pavement width with a 4-foot-wide sidewalk installed on one side of the street right of way or 40 feet (minimum) with no such sidewalk installed within the street right of way.

History and Background:

On December 22, 2016, the Petitioner submitted an application for a Conditional Use to allow for an unmanned 100-foot-high telecommunications tower. The lease site is located at the southwest part of a vacant lot along the south side of Macann Street, between South Bell and Fulton Streets in the CG/CH Zoning District. The lease site will be 50 feet by 50 feet and surrounded by a chain link fence to enclose the 100-foot-tall monopole tower. Access to the site will be derived from Macann Street. Section 310 of the Zoning Ordinance allows telecommunication towers in the General Commercial & Heavy Commercial (CG/CH) only with Conditional Use approval. Section 424 sets development standards for this type of facility, mainly a 20-foot tower setback from a property line a 50-foot setback from a public street right-of-way, and a 100-foot setback form the nearest residential zone. The site must be secured by a minimum 7-foot-high or wall.

On January 19, 2017, a written protest was submitted via e-mail, and after the publication of the staff report. The Petitioner was notified of the protest and submitted a response to Staff on January 20, 2017. On January 23rd, a public hearing on the application was conducted by the Planning Commission. Both the written protest and Petitioner's response were submitted as separate exhibits supplemental to the staff report. Below is an excerpt of that hearing:

> David Stallworth, Principal Planner, provided a brief synopsis of this case. Mr. Stallworth indicated the location of the subject area and showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with a recommendation of approval of the request, subject to three Conditions of Approval, along with his basis for the recommendation. Mr. Stallworth indicated that 18 notices were mailed out, and that one letter in opposition, along with a petition consisting of eight signatures, was received by Staff following the publication of the staff report. Mr. Stallworth furnished the Commission with the opposition letter, petition and a written response to the opposition letter and petition from Alec Broadus of Star Towers, LLC, and concluded the presentation.
>
> Commissioner Crisp requested clarification on the prospective location of the proposed cell tower. Mr. Stallworth indicated that the tower would be located at the southwest corner of the property. Chairperson Preiss opened the public hearing. Alec Broadus, Petitioner, approached the podium and made himself available for questions, as well as responded to opponents' concerns over property valuations and safety impacts due to electromagnetic emissions. Mr. Broadus indicated that the proposed pole would be a monopole. Justin Segura, opponent, approached the podium and explained the basis for his opposition to the request. Among the concerns expressed were the tower's proximity to existing residential property, impact on property values and perceived health and safety issues.
>
> Jon James, Director of Planning and Development Services, pointed out to the Commission the limits of its regulatory authority, citing Federal statutes on telecommunications facilities with respect to environmental matters. Belinda Esparza, opponent, approached the podium and expressed concerns over the notification process; Mr. Stallworth clarified the specifics of the notification process as well as the number of notices mailed out for the application. Ms. Esparza once again approached the podium and expressed concerns about the tower's appearance, its prospective location, and its potential impact on property values. Staff provide both the Commission and the opponents with an image of a likely monopole. Mr. Segura again approached the podium and voiced his opposition to the prospective location of the

tower. Barring any further public input, Chairperson Preiss closed the public hearing and entertained further discussion and Motions. Mr. Stallworth approached the podium and suggested the addition of a fourth Condition that would limit tower construction to a slim-line monopole facility only; the Petitioner agreed to this added Condition.

Commissioner Smith made a Motion to APPROVE the Conditional Use request as presented, subject to the three conditions of approval in the Staff Report and Condition number four as added during the meeting. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 7-0.

Under Section 208.H of the Zoning Ordinance, any party that is aggrieved by the decision of the Planning Commission may submit a written request for appellate relief from the San Angelo City Council within 30 days of the Commission's final action. City Staff received a written request to appeal the Commission's decision on February 14, 2017.

Analysis:

Section 208(F) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, six (6) factors in determining the appropriateness of any Conditional Use request.

1. **Impacts Minimized.** *Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.*

   According to the submitted site plan, the 100-foot-high telecommunications tower will be situated in accordance with minimum guidelines set forth in Section 424 of the Zoning Ordinance. Although the subject property is dual-zoned both residential and commercial, the likelihood of residential development in the eastern half of this tract appears unlikely, given the amount of existing commercial development to the north, west and south.

2. **Consistent with the Zoning Ordinance.** *Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance.*

   The nature of the request appears to be consistent with relevant aspects of the Zoning Ordinance. The proposed telecommunications tower is allowed in the CG/CH Zoning District with a Conditional Use, and the Petitioner is not proposing to construct any additional structures on the subject lot. As there are no principal buildings proposed with this development, minimum off-street parking will not be required (RE: 511.C.7, Zoning Ordinance).

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject property.*

   The subject property is zoned General Commercial & Heavy Commercial (CG/CH) and is surrounded by CG/CH zoning. Typically, cell towers are commonly placed in commercial and/or industrial zoning districts because of the heavy commercial and industrial uses that are developed as a result. Therefore, the cell tower appears to be compatible with the existing and future commercial uses surrounding the subject property.

4. **Effect on Natural Environment.** *Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

   The size of impervious surface necessary for this project will be negligible as it will only cover the access approach and internal site area. The cell tower base and equipment shed are built for a vertical structure so the actual paved area is smaller than most homes. At most, a cell tower may be perceived by the general community as "unattractive," but it appears that there would not be any significant adverse impacts on the natural environment, including water, air quality, noise, wildlife, or wetlands.

5. **Community Need.** *Whether and the extent to which the proposed conditional use addresses a demonstrated community need.*

   Cell towers are needed to provide telecommunication services for a growing population and demand, therefore, there may be a demonstrated community need for addition cell towers. This installation will allow for expanded and improved wireless coverage for area customers

6. **Development Patterns.** *Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community.*

   It appears that the proposed Conditional Use would result in a logical and orderly pattern of urban development. The subject property is zoned General Commercial & Heavy Commercial (CG/CH) and is surrounded by CG/CH zoning. Typically, cell towers are commonly placed in commercial and/or industrial zoning districts because of the heavy commercial and industrial uses that are developed as a result. Therefore, the placement of a cell tower may be appropriate with the pattern of development for this area.

Notification:

On January 5, 2017, eighteen notices were mailed out to property owners within a 200-foot radius of the subject site. One of the property owners is a decedent, therefore address information could not be ascertained from the County Assessor's Office. One letter of opposition and an accompanying petition containing twelve signatures was received after the publication of the Planning Commission staff report. On February 20, 2017 nineteen notices were mailed out to property owners within a 200-foot radius of the subject site to provide notice of the appellate hearing. Section 214 of the Zoning Ordinance does not require mailed notification of the appellate hearing; this was done as a courtesy to nearby property owners, however. Both Petitioner and opponents were also notified of the appellate hearing via e-mail.

Recommendation:

Staff recommends that the City Council uphold the January 23, 2017 decision of the Planning Commission to **APPROVE** a Conditional Use to allow for a Telecommunication Facility, as outlined in Section 310 of the Zoning Ordinance, on a property located in the General Commercial / Heavy Commercial (CG/CH) Zoning District, **subject to the following four Conditions of Approval:**

1. No more than one (1) telecommunication transmission tower shall be permitted on this subject property. The tower shall not exceed a height of 100 feet, including any apparatus attached to the tower itself.

2. The proposed telecommunication facility shall comply with all applicable standards set forth in Section 424 of the Zoning Ordinance.

3. The Petitioner shall indicate the final latitudinal and longitudinal coordinates related to the set placement of the telecommunication tower on the Building Permit for GIS tracking purposes.

4. Only a slim-line monopole tower support structure shall be utilized.

Attachments:

Maps (Aerial, Future Land Use, Zoning, MTP)
Notification Map
Site Plan
Elevation
Site Photos
Application
Letter of Objection
Objection Petition

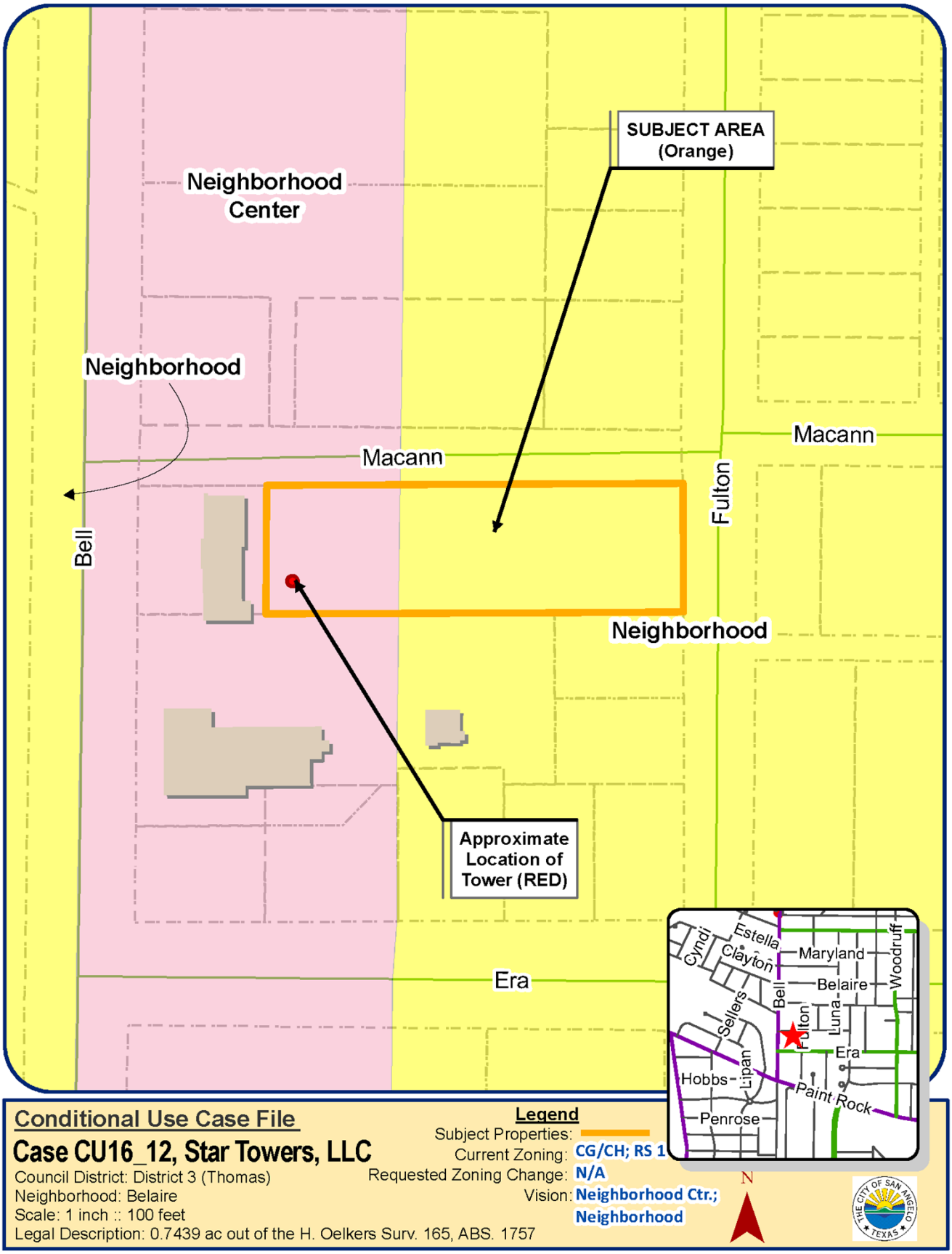
Conditional Use Case File

Case CU16_12, Star Towers, LLC

Council District: District 3 (Thomas)
Neighborhood: Belaire
Scale: 1 inch :: 100 feet
Legal Description: 0.7439 ac out of the H. Oelkers Surv. 165, ABS. 1757

Legend

Subject Properties:
Current Zoning: CG/CH; RS 1
Requested Zoning Change: N/A
Vision: Neighborhood Ctr.; Neighborhood



Conditional Use Case File

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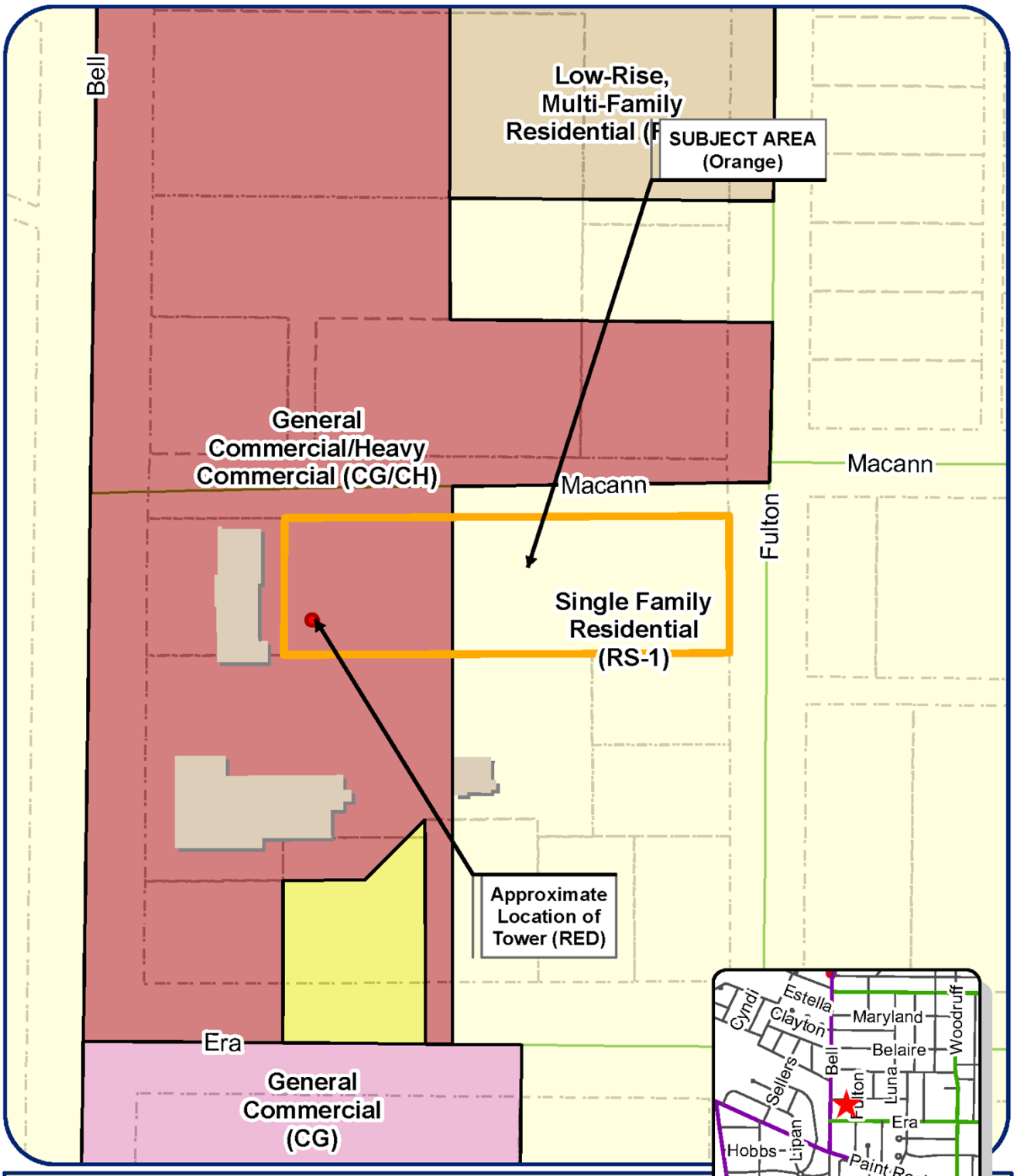

Conditional Use Case File

Case CU16_12, Star Towers, LLC

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Neighborhood: Belaire
Scale: 1 inch :: 100 feet
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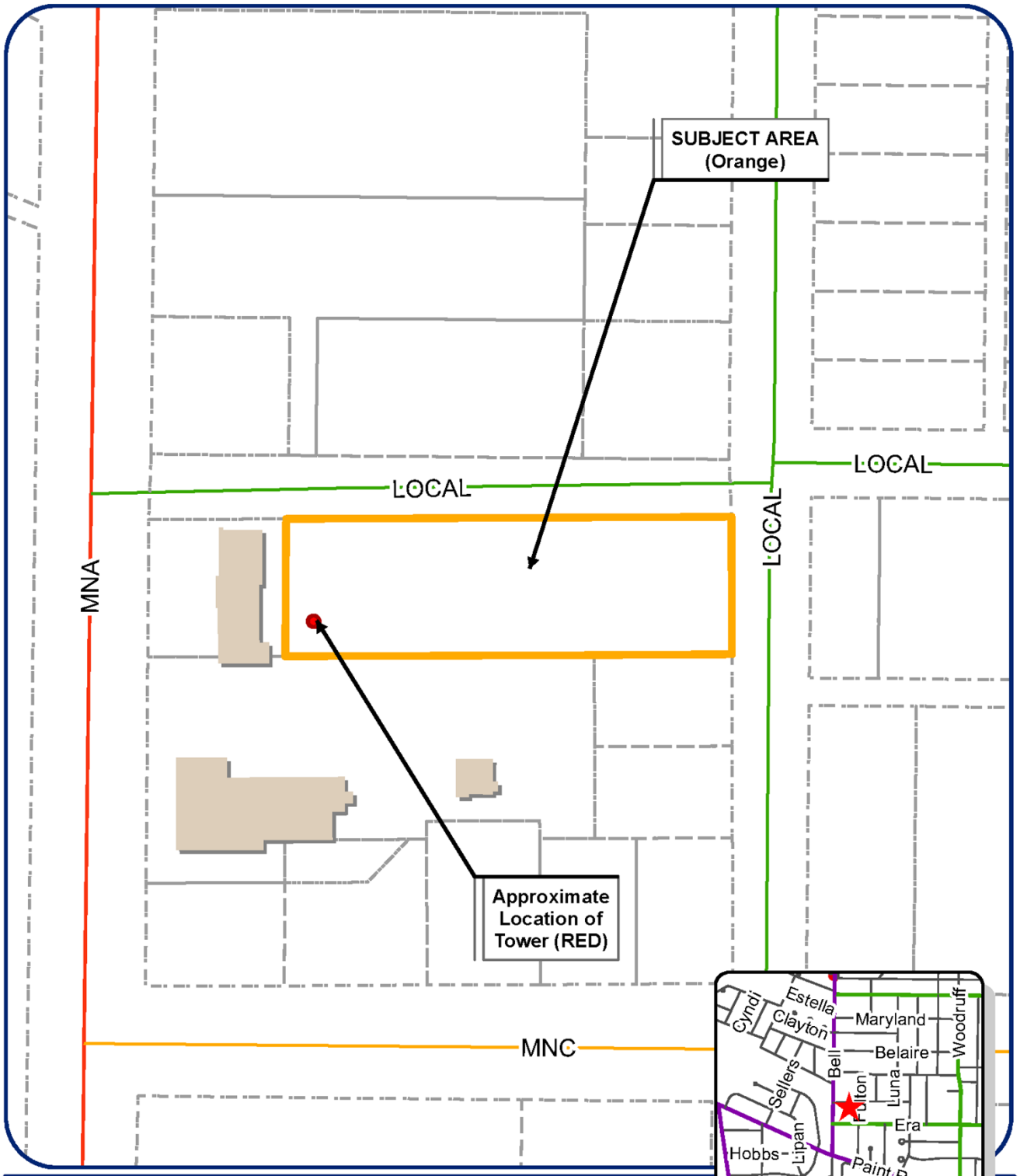


Conditional Use Case File

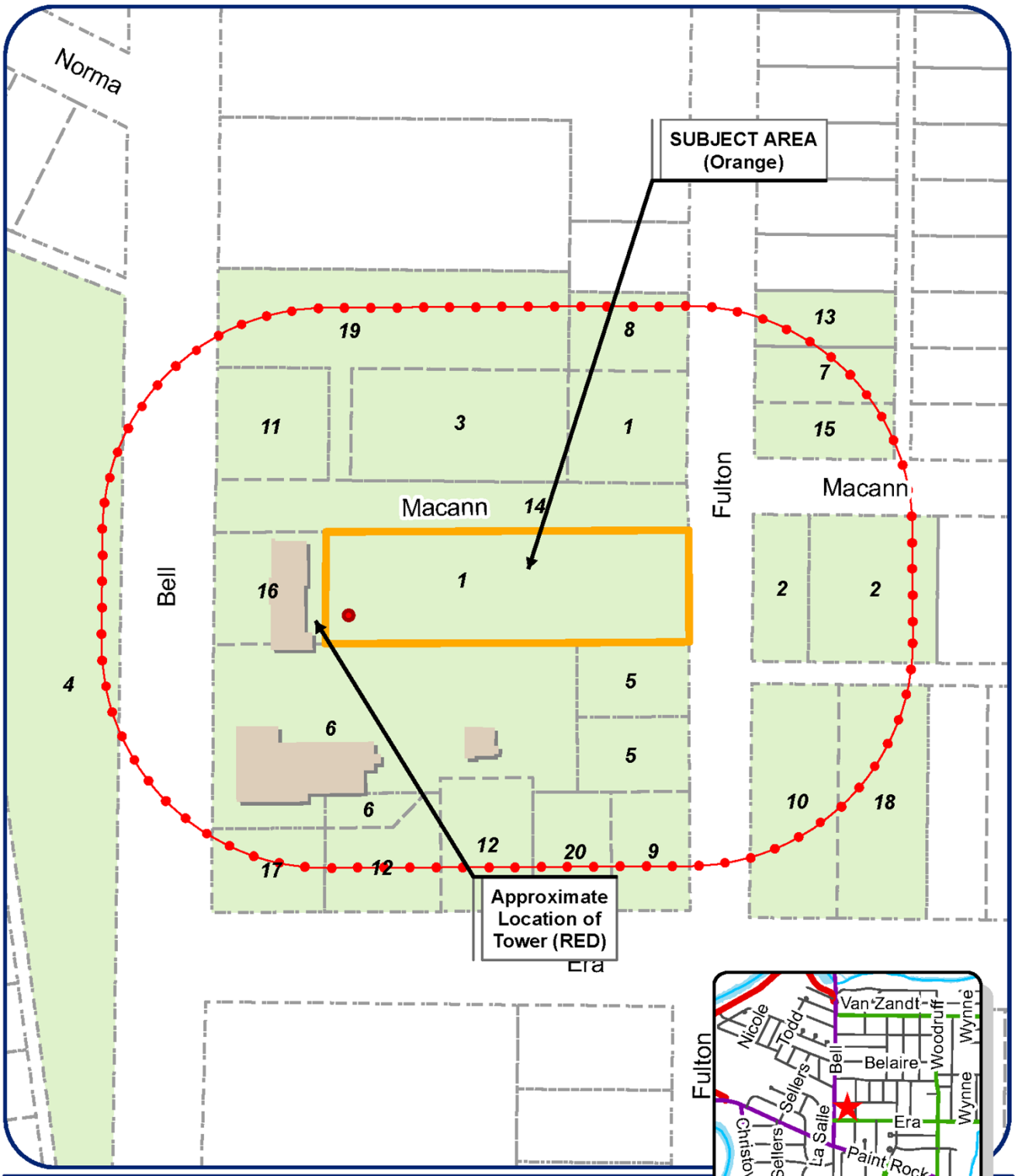
Case CU16_12, Star Towers, LLC

Council District: District 3 (Thomas)
Neighborhood: Belaire
Scale: 1 inch :: 100 feet
Legal Description: 0.7439 ac out of the H. Oelkers Surv. 165, ABS. 1757

Legend

Subject Properties:
Current Zoning: CG/CH; RS 1
Requested Zoning Change: N/A
Vision: Neighborhood Ctr.; Neighborhood

N



Conditional Use Case File

Case CU16_12, Star Towers, LLC

Council District: District 3 (Thomas)
Neighborhood: Belaire
Scale: 1 inch :: 120 feet
Legal Description: 0.7439 ac out of the H. Oelkers Surv. 165, ABS. 1757

Legend

Subject Properties:
Current Zoning: CG/CH; RS 1
Requested Zoning Change: N/A
Vision: Neighborhood Ctr.; Neighborhood

CU16-12: STAR TOWERS, LLC (Macann Street)

vm_li	vm_name	vm_incare	vm_line1	vm_city	vm_sta	vm_zip
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1	AGUIRRE FRANKIE D		502 MEDINA	SAN ANGELO	TX	76905-8121
2	BROWN JOHN L REVOCABLE TRUST		PO BOX 4722	EL PASO	TX	79914-4722
2	BROWN JOHN L REVOCABLE TRUST		PO BOX 4722	EL PASO	TX	79914-4722
3	BROWN WILLIAM J & TAMMY D		2129 MESQUITE LN	SAN ANGELO	TX	76904-7841
4	CITY OF SAN ANGELO	PLANNING DIVISION	72 W COLLEGE AVE	SAN ANGELO	TX	76903-5814
5	ERNST RAY & JEFF		1320 S BELL	SAN ANGELO	TX	76903-7609
5	ERNST RAY & JEFF		1320 S BELL	SAN ANGELO	TX	76903-7609
6	ERNST RAY & JEFF		4953 FM HWY 380	SAN ANGELO	TX	76905-7310
6	ERNST RAY W & JEFF		4953 FM HWY 380	SAN ANGELO	TX	76905-7310
7	ESPARZA BELINDA LARA		1330 FULTON	SAN ANGELO	TX	76905-8023
8	HOUSTON MRS PENNIE ESTATE					
9	JONES ROY A(DEC) & GAIL - OWNERS	ALEXANDER MARTINEZ(UCOS)	534 ERA	SAN ANGELO	TX	76903-8013
10	KEEN LEROY		1418 FULTON	SAN ANGELO	TX	76903-8025
11	KOREAN BAPTIST CHURCH OF SAN ANGELO		1328 S BELL	SAN ANGELO	TX	76903-7609
12	MC CLELLAN JAMES R & MELISSA	ARTEAGA ART (COD)	PO BOX 3102	SAN ANGELO	TX	76902-3102
12	MC CLELLAN JAMES R & MELISSA	ARTEAGA ART (COD)	PO BOX 3102	SAN ANGELO	TX	76902-3102
13	PEREZ LIBERTO G - DECEASED		1326 FULTON ST	SAN ANGELO	TX	76905-8023
14	RAMSEY GROVER C - DECEASED	HECTOR SANCHEZ	8401 NORTH HIGHWAY 87	SAN ANGELO	TX	76901-7404
15	RIOS ELIZABETH B		1334 FULTON ST	SAN ANGELO	TX	76905-8023
16	RIVAS RICHARD P		1402 S BELL	SAN ANGELO	TX	76903-7902
17	RODRIGUEZ PAUL		1319 STATE ST	SAN ANGELO	TX	76905-8035
18	ROEDL MARGARET		602 ERA	SAN ANGELO	TX	76905-8015
19	WARREN T J		PO BOX 485	VERIBEST	TX	76886-0485
20	WOOD KENDALL & JESSICA		532 ERA	SAN ANGELO	TX	76903-8013

City of San Angelo, Texas - Planning Division

Application for Approval of a CONDITIONAL USE

Name of Applicant(s): Star Towers LLC

☑ Owner ☑ Representative (Affidavit required)

Mailing Address: 4 Country Place Circle **Telephone:** 817-946-6197

City/State/Zip: Arlington, Texas 76016 **Fax/other:** 800-401-4234

Contact Email Address: alec@gobroadus.com

Subject Property Address and/or Location*:
A-1757 S0165, Survey: H OELKERS, 0.7439 ACRE

Legal Description*:
0.7439 acre out of Survey No. 165, Abst No. 1757, name of Heinrick Oelkers, San Angelo, Tom Green County, Texas

Lot Size: 0.7439 **Zoning:** CG/CH

Existing Use of Property: vacant

Proposed Use of Property: Unmanned 100' telecommunications monopole tower.

Proposed Conditional Use (from Art. 309): _____

* use attachment, if necessary

I/We the undersigned acknowledge that the information provided above is true and correct, and have read the statements below.

Alec Broadus — Signature

12-21-16 — Date

1. If approved, **a Conditional Use is applied to the property, not the property owner**.
2. The Planning Commission makes the final decision on Conditional Use requests; appeals may be directed to City Council.
3. Approval of this Conditional Use request does not constitute approval of permits, site plans, or other processes that require separate approval.
4. If a permit is not sought within one year of the approval date of this Conditional Use, it will expire and requires another application.

I understand that this Commission is required by law to make decisions based on the following criteria, and I assert that my request meets all of the required criteria **based on my explanation(s)** below:

- **Impacts Minimized.** Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.

Explanation: The proposed unmanned tower is allowed in the underlying zoning distrcit.
The tower does not create adverse effects on adjacent properties.

- **Consistent with Zoning Ordinance.** Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.
  Explanation: The proposed unmanned tower meets all code of ordinance setback requirements.

- **Compatible with Surrounding Area.** Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject land.
  Explanation: The proposed unmanned tower is located in commercial zoning.
  The tower meets setback requirements to residential proximty.

- **Effect on Natural Environment.** Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, storm-water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.
  Explanation: None

- **Community Need.** Whether and the extent to which the proposed conditional use addresses a demonstrated community need.
  Explanation: The proposed tower will allow for telecommunications carriers the abilty to improve cell phone cover for the surrounding area.

- **Development Patterns.** Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community.
  Explanation: The proposed tower is located in a commercial zoning district.

I wish to **appeal the denial** of the Commission to the City Council.

Signature _____ Date _____

OFFICE USE ONLY

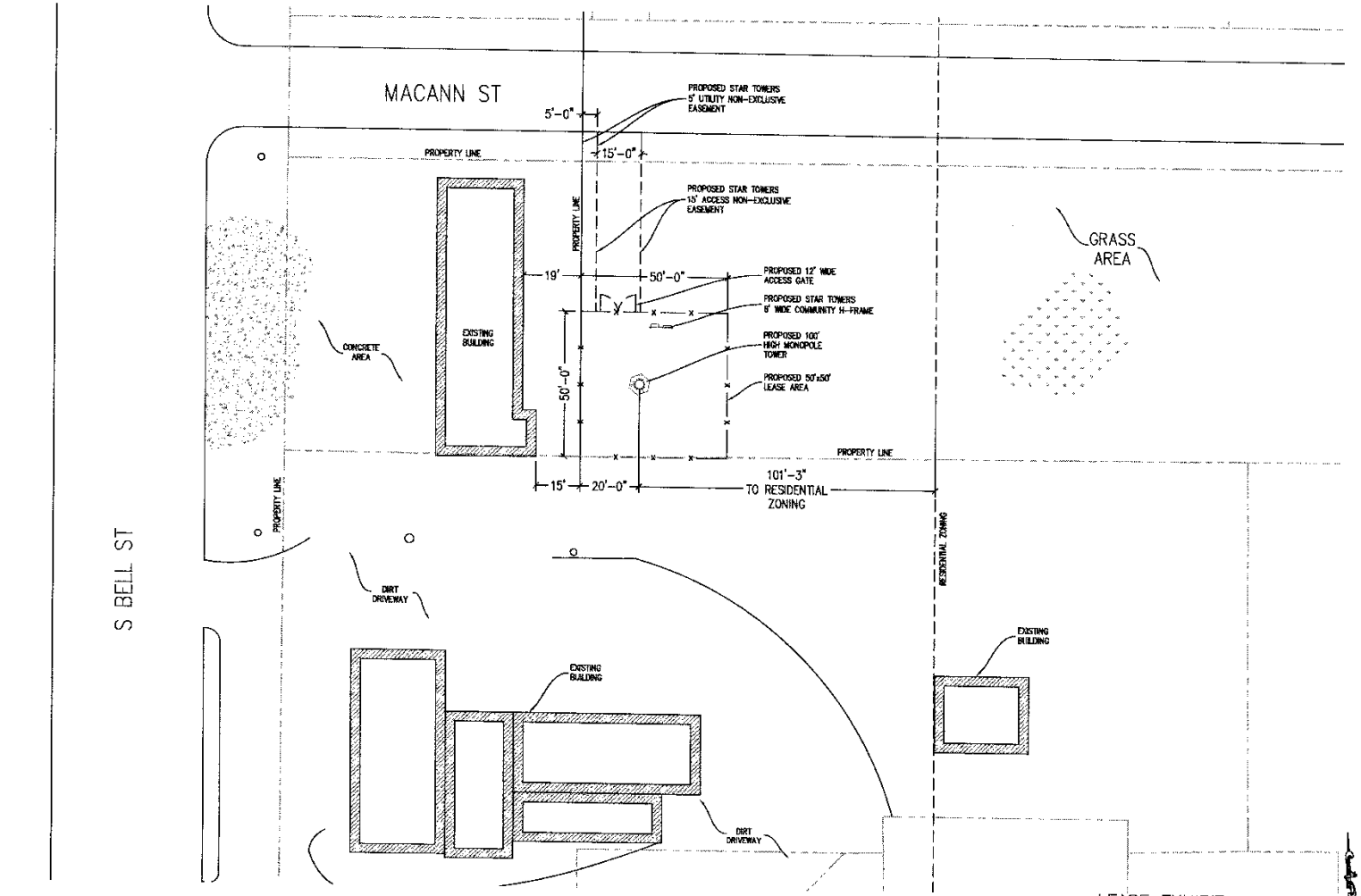
Case no.: *CU* _____ – _____ *Date of application:* _____

Received by: _____ *Date paid:* _____

Nonrefundable application fee (with deposit): *$* _____ *Receipt No.:* _____

River Corridor Commission? ☐ *yes* ☐ *no* *If yes, RCC meeting date:* _____

Planning Commission hearing date: _____



DRAWN BY: ELG
REVIEWED BY: EPB
SITE NUMBER: TX-413-12

REV	BY	DESCRIPTION	DATE
0	ELG	LEASE EXHIBIT	12/06/16
1	ELG	LEASE EXHIBIT	12/19/16

STAR TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016
PH: (817) 685-0413

EPB ASSOCIATES, INC.
Consulting Engineers
TX Registration No. F-9923
4101 McEwen Rd. #230
Dallas, Texas 75244
(972) 239-5485

SITE NUMBER: TX-413-12
SITE NAME: AGUTORE
SITE ADDRESS: TBD

SHEET NAME: LEASE EXHIBIT
SHEET #: C-1

Subject Property and East of Subject Property

North of Site (Self-Storage; Church)

West of Site (Body Shop)

South of Site (Upholstery Business)

Belinda Lara Esparza

1330 Fulton St
San Angelo, Texas 76905
(325) 812-8661
famebyjustin@gmail.com

February 14, 2017

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

Ref. CU16-12: Star Towers, LLC

Dear members of the San Angelo City Council,

In regards to a request for approval of a Conditional Use to allow for a Telecommunication Facility, as outlined in Section 310 of the Zoning Ordinance, on an unaddressed property generally located along the south side of Macann Street, between South Bell and Fulton Streets, and identified as 0.7439 acres out of the H. Oelkers Survey, no. 165, Abstract 1757, Tom Green County, TX, this letter will constitute as a formal opposition for any and all proposals regarding the stated matter written above in part or in whole to include opposition of any proposal for any current, preliminary or future hearings regarding this matter.

The local residence in which have signed and dated this opposition have expressed concerns and stand firmly on the opposition of such proposal request for the development of the stated Telecommunication Facility in such location. Listed below are factors in which justify our opposition in this matter.

- Such facility will draw unwanted and unnecessary commercial traffic in our residential areas which cause great danger to our neighborhood pedestrians and children.The area already accommodates heavy traffic due to a local church in the area. Adding this facility and the use of heavy commercialized vehicles that is associated with Star Towers, LLC at any time will greatly increase the risk or traffic accidents and safety concerns with neighborhood pedestrians and children.

- Exposure to communication and/or electronic radiation in the area is opposed. Our neighborhood community has never had to deal with extra radiation exposure and stands firmly on the opposition due to health and safety concerns. The development of such facility will cause and add unwanted and unnecessary exposure to communication and/or electronic radiation regardless of what technical readings may show or prove. Our neighborhood residence are not trained professionals in studying, reading, or

analyzing technical readings of such towers. On behalf of our neighborhood residences we are not willing to take Star Towers. LLC word for it regarding this matter. Therefore our opposition on the exposure to communication and/or electronic radiation stands irreversible due to our express concerns with our safety and health.

- Residential property owners originally bought current property with taxes in mind. The development of such stated facility and other commercial properties in which surround our neighborhood will influence a drastic increase in future residential property taxes. This factor is a risk that our current neighborhood residents are not willing to take therefore strongly oppose such development.

- In similarity to increased property taxes, the development and location of such stated facility will yield a potential decrease in property value. Potential re-zoning of commercial areas that are relocated closer to residential zones come with decreasing residential property values. This factor is a risk that our current neighborhood residents are not willing to take therefore strongly oppose such development.

The factors listed above suffice as high-priority issues but are not the only concerns and are not limited to the ones listed above without legal representation on our behalf.

On behalf of the neighborhood residents in stated area, many of us had to miss work, school, and various daily obligations to attend the hearing on Monday, January 23, 2017 at 9:00 AM. Therefore this letter will suffice as an opposition for any current, preliminary or future hearings regarding this matter. This written opposition is to be submitted, filed, and referenced as a current opposition in any hearing regarding this matter.

Sincerely,

Belinda Esparza

PRINT	SIGN	DATE
Belinda Esparza	Belinda Esparza	1-11-17
1330 Fulton	San Angelo, Tx	76905
Justin Segura	Jus	1-11-17
1330 Fulton St	San Angelo, TX	76905
Elizabeth Rios	Elizabeth Rios	1-12-17
1334 Fulton	San Angelo Tx	76905
MARY ANN GARCIA	Mary Ann Garcia	1-12-17
601 macann St	SAN Angelo TX	76905
Liberto R. Perez	Liberto R. Perez	1-12-17
1326 Fulton St.	San Angelo Tx.	76905
Minnie Perez	Minnie Perez	76905
1326 Fulton St	San Angelo	76905
Leroy Keen 1418 Fulton St.		San Angelo, TX 76905 1-12-17
Leroy Keen 600 Era		San Angelo TX 76905 1-12-17
Younggi Park		1. 23. 2017
1328 S. Bell St	San Angelo	76903
Ray W Ernst	Ray W Ernst	1-22-2017
1440 S. Bell St	San Angelo, Tx	76905 (Lounge Florist)
Ray W Ernst	Ray W Ernst	1-22-2017
1442 S Bell St	San Angelo, Tx	76905 (Rent House)
Ray W Ernst	Ray W Ernst	1-22-2017
1440 ½ S. Bell St.	San Angelo, Tx	76905 (Apothecary Shop)
Ray W Ernst	Ray W Ernst	1-22-2017
1320 S Bell St	San Angelo (Ernst Auto)	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

An appeal of a denial by the Planning Commission in regard to the Second Replat in Tract 213, Red Creek Subdivision and requests for Variances from the following Sections of the Land Development and Subdivision Ordinance: (a) a Variance from Section 9.III.A.5 requiring the dedication of five feet of right-of-way to meet the requirements of a rural Local Road, Landers Road; (b) a Variance from Section 9.V requiring the installation of sidewalks along Landers Road, a roadway containing pavement that is less than thirty-six feet in width; (c) a Variance to Section 9.III.C.2, which prohibits dead-end roadways (Landers Road) from exceeding 750 linear feet in length; (d) a Variance from Section 9.III.C.2 to allow for more than forty lots or tracts to have exclusive frontage along a dead-end road (Landers Road); and (e) a Variance from Section 10.III.A.2 requiring the improvement of Landers Road by five feet in order to meet minimum pavement widths for a rural Local Road; on property generally located outside of the San Angelo municipal corporate limits and within the City's extraterritorial jurisdiction (ETJ) at the southwest corner of Fairview and Fairview School Roads - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The request is for a Second Replat in Tract 213, Red Creek Subdivision and for five Variances:
(a) eliminate the requirement to dedicate five feet of right-of-way along Landers Road,
(b) eliminate the requirement to install sidewalks along Landers Road,
(c) allow a dead-end roadway (Landers Road) to exceed 750 linear feet in length,
(d) allow for more than forty lots or tracts to have exclusive frontage along a dead-end road (Landers Road), and
(e) eliminate the requirement to pave Landers Road by an additional five feet.

The Planning Commission heard the request on January 23, 2017. At the public hearing, staff identified the section of the Subdivision Ordinance which spoke directly to inability to seek variance relief from a dead-end roadway exceeding 750 linear feet in length. Section 9.III.C.2 reads as follows:

"Maximum Length Allowed. The length of any dead-end street shall be a maximum of 750 feet, measured along the centerline of such street right-of-way, from the point at which that centerline intersects the alignment of an intersecting street's right-of-way, to a point at the center of the turnaround terminating said dead-end street. In no circumstance, though, shall any dead-end street provide exclusive frontage to more than 40 lots or tracts of land."

In light of the Section listed above, the Replat cannot be approved because to do so would be in direct conflict with this provision, as well as in direct conflict with Section 1.IV.A, which states that Variance approval "shall not have the effect of nullifying the intent and purpose of these regulations."

The Commission voted unanimously to deny the proposed Second Replat, and as a result of the denial, all variances were also denied.

Under Section 5.III.A.4.c.(4), subsections (i) and (ii) of the Land Development and Subdivision Ordinance, the aggrieved

developer may appeal the decision of the Planning Commission in writing to the San Angelo City Council within 30 days of the Commission's final action. City Staff received the above-referenced request for appeal on February 8, 2017.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard the request on January 23, 2017. Staff recommends that the City Council upholds the January 23, 2017 decision of the Planning Commission to DENY the Second Replat in Tract 213, Red Creek Subdivision, because its approval will be in direct violation to Sections 9.III.C.2 and 1.IV.A of the City's Land Development and Subdivision Ordinance.

Attachments:

1. Staff Report 99_2R_Tr-213_Red Creek Subd_Staff Report_Council.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

STAFF REPORT

Meeting: March 7, 2017

To: San Angelo City Council

From: Jon James, AICP
Director of Planning and Development Services

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Request: A request to appeal the January 23, 2017, decision of the San Angelo Planning Commission to deny both the Second Replat in Tract 213, Red Creek Subdivision, and accompanying requests for Variances from the following Sections of the Land Development and Subdivision Ordinance: (a) Section 9.III.A.5 requiring the dedication of five feet of right-of-way to meet the requirements of a rural Local Road, Landers Road; (b) Section 9.V requiring the installation of sidewalks along Landers Road, a roadway containing pavement that is less than thirty-six feet in width; (c) Section 9.III.C.2, which prohibits dead-end roadways (Landers Road) from exceeding 750 linear feet in length; (d) Section 9.III.C.2 to allow for more than forty lots or tracts to have exclusive frontage along a dead-end road (Landers Road); and (e) Section 10.III.A.2 requiring the improvement of Landers Road by five feet in order to meet minimum pavement widths for a rural Local Road.

Location: 2948 – 2964 Landers Road, generally located outside of the San Angelo municipal corporate limits and within the City's Extra-territorial Jurisdiction (ETJ) along the north side of Landers Road, approximately 2,440 feet east of Swain Road

Legal Description: The east 2.753-acre remaining portion of Tract 213, Red Creek Subdivision (V. 4, P. 106, OPRTGCTX)

Size: 2.753 acres

General Information

Future Land Use: N/A (Outside City Limits [ETJ])

Current Zoning: N/A (Outside City Limits [ETJ])

Existing Land Use: Vacant

Surrounding Zoning / Land Use:

North:	N/A (Outside City Limits [ETJ])	Residential
West:	N/A (Outside City Limits [ETJ])	Residential
South:	N/A (Outside City Limits [ETJ])	Residential
East:	N/A (Outside City Limits [ETJ])	Residential

District: N/A (Outside City Limits [ETJ])

Neighborhood: N/A (Outside City Limits [ETJ])

Thoroughfares/Streets: Landers Road is classified as a "Rural Local or Minor Road" in the City's Master Thoroughfare Plan (MTP). Local or Minor Roads are designed to collect traffic from a localized area and discharge it into a larger distribution system. This type of roadway is used primarily for access to abutting properties. Local or Minor Roads provide service to both urban and rural subdivisions. Rural-type roadways generally consist of a minimum right-of-way width of 60 feet with a minimum pavement width of 30 feet, curb and gutter not required.

Background:

The 2.753-acre project area is the east remaining portion of Tract 213 of the Red Creek Subdivision, which was originally recorded in 1978. Tract 213 was replatted in 2015. The property is situated outside of the City's municipal corporate limits and within its 3-mile Extra-

Territorial Jurisdiction (ETJ). The remaining portion of Tract 213 presently contains at least three separate residences, but the property is currently under single ownership.

Chapter 12, Exhibit C of the Code of Ordinances, entitled the Land Development and Subdivision Ordinance governs platting in the ETJ. The Petitioner submitted the Replat application on January 3, 2017 to establish four new lots from the remaining portion of a previously platted lot. A request for variances from Sections 9.III.A.5 and 10.III.A.2 of the City's Land Development and Subdivision Ordinance regarding minimum right-of-way and pavement width requirements was submitted in conjunction with the application. The Development Review Committee conducted its review of the application on January 11, 2017. As there are no covenants, contracts or restrictions (CC&R's) or any indications on the original 1978 plat that the development is limited to one-family or two-family residential use, separate written notification to area property owners is not required.

The project area is situated within the Red Creek Municipal Utility District (MUD). State law requires potable water service for lots that are less than one-acre in land area, in addition to adequate OSSF (private septic) accommodations. Private groundwater wells are not allowed for these lots, and any existing water wells on the premises will need to be deactivated and dismantled prior to plat recordation. The Petitioner must satisfactorily demonstrate that individual water service for each new lot is in place prior to plat recordation. Lastly, the Petitioner will be required to obtain a will-serve letter from the MUD affirming that water service will be provided to the new lots.

On January 23, 2017 a public hearing on the replat application was conducted by the San Angelo Planning Commission. Below is an excerpt of that hearing:

> David Stallworth, Principal Planner, provided a brief synopsis of this case. Mr. Stallworth indicated the location of the subject area and showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with a recommendation of denial, along with his basis for the recommendation.
>
> Chairperson Preiss opened the meeting for public comment. Herb Hooker with SKG Engineering, the applicant's representative, indicated that he was available for comment. He did not contest the findings of Staff, acknowledged the basis for the recommendation of denial, and expressed a desire to work with Staff toward a resolution. Barring any further public input, Chairperson Preiss closed the public hearing and entertained further discussion and Motions.
>
> **Commissioner Smith made a Motion to DENY the proposed Replat, on the basis that the proposed replat does not comply with Sections 9.III.C.2 and 1.IV.A. of the City's Land Development and Subdivision Ordinance. Commissioner Stribling seconded the Motion. The Motion passed unanimously, 7-0.**

Under Section 5.III.A.4.c.(4), subsections (i) and (ii) of the City's Land Development and Subdivision Ordinance, the aggrieved developer may appeal the decision of the Planning Commission in writing to the San Angelo City Council within 30 days of the Commission's final action. City Staff received the above-referenced request for appeal on February 8, 2017.

Analysis:

Section 9.III.C.2, which has significant bearing on the replat application, reads as follows:

> "Maximum Length Allowed. The length of any dead-end street shall be a maximum of 750 feet, measured along the centerline of such street right-of-way, from the point at which that centerline intersects the alignment of an intersecting street's right-of-way, to a point at the center of the turnaround terminating said dead-end street. *In no circumstance, though, shall any dead-end street provide exclusive frontage to more than 40 lots or tracts of land.*"

Landers Road was platted in 1978 as a dead-end roadway with over 8,100 feet in total length. The first part of Section 9.III.C.2, relative to dead-end street length, has no bearing on this application as it involves a pre-existing condition. The second part of this provision, which involves limitations on lot frontages along a dead-end street, has significant bearing on this application. This part of the provision clearly indicates that any additional frontages above the 40-lot or tract threshold is prohibited, and it further indicates that this provision cannot be subject to Variance relief. In light of this, the replat cannot be approved because to do so would be in direct conflict with this provision, as well as in direct conflict with Section 1.IV.A, which states that Variance approval "shall not have the effect of nullifying the intent and purpose of these regulations."

Staff Recommendation:

Staff recommends that the City Council upholds the January 23, 2017 decision of the Planning Commission to **DENY** the Second Replat in Tract 213, Red Creek Subdivision, because its approval will be in direct violation to Sections 9.III.C.2 and 1.IV.A of the City's Land Development and Subdivision Ordinance.

Attachments:

Aerial Map
Major Thoroughfare Plan
Proposed Replat
Application

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sandra Villarreal, Director of Health, City Manager's Office, 325.657.4493

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Consider:
1. Adopting a Resolution to certify local funding and support of the City of San Angelo Chadbourne Street Corridor Improvements grant application to the Texas Department of Transportation's call for projects under the Transportation Alternatives Set-Aside Program ("Project");
2. Authorizing the City Manager to negotiate and execute a contract with Halff Associates, INC., in the sum of $79,000, for Professional Services relating to Phase A of the Project, which includes public engagement and conceptual design plus cost estimates, and the preparation and submittal assistance of the TA Set-Aside Programs application to TxDOT;
3 Approval of the Resolution of the City of San Angelo Development Corporation in support of the City's application for a Texas Department of Transportation Alternatives Set-Aside Program grant to improve Chadbourne Street Corridor's mobility for non-motorized users and allocating up to and not to exceed $100,000 for such purpose; and
4. Approval of the Resolution of the Tax Increment Reinvestment Zone Board in support of the City's application for a Texas Department of Transportation Alternatives Set-Aside Program grant to improve Chadbourne Street Corridor's mobility for non-motorized users and allocating up to fifty thousand dollars in TIRZ funds for such purpose.
(Presentation by Assistant City Manager Rick Weise, Economic Development Director Roland Pena, Planning & Development Services Director Jon James & City Engineer Russell Pehl)

Summary/History:

On January 27, 2017, TxDOT announced a statewide Call for Projects under the Transportation Alternatives Set-Aside (TA Set-Aside) Program for population areas of 200,000 or less. The TA Set-Aside program, as administered by TxDOT, provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and construction of on- and off-road pedestrian and bicycle accommodations, infrastructure for non-drivers, access to public transportation, and Safe Routes to School infrastructure. Assuming current Fixing America's Surface Transportation (FAST) Act authorization levels, approximately $52 million is estimated for population areas under 200,000. The FAST Act establishes the TA Set-Aside Program is part of the Surface Transportation Block Grant. The TA Set-Aside Program funds administered by TxDOT are for construction activities only. The TA Set-Aside project nomination package (application) must present persuasive evidence of support from the communities in which the project would be implemented; Halff Associates, INC. has prior experience in these Phase A activities. The project sponsor (City) must commit to provide a local funding match of at least 20% of the allowable construction and department oversight costs, submit to any allowable adjustment for authorized in-kind contribution; however, based on prior projects, a sponsor providing an overmatch of 25-30% have a better chance of being considered for funding.

The City of San Angelo wishes to contract with Halff Associates, INC., for the planning and engineering services, conceptual design, cost estimates and public engagement associated with the Chadbourne Street non-motorized transportation improvements along this corridor. The Contract also includes the submittal of the TA Set-Aside Program application to Texas Department of Transportation (TxDOT) on the City's behalf. Halff Associates, INC. has previously performed basic rehabilitation and reconstruction designs for various City streets and is the most qualified to enter into this Phase A contract.

Financial Impact:

The cost of Phase A of the Halff Contract, which includes public engagement, conceptual designs, cost estimates, and the preparation & submittal of the TxDOT TA Set-Aside Program grant application is $79,000. COSADC and TIRZ boards have both approved funding of Phase A; each will pay half the costs.

The Chadbourne Street Corridor Project, including both street and non-motorized transportation alternatives, are preliminarily estimated to cost $1 million+ per block; hence, the entire project is preliminarily estimated at $14 - $17 million, which includes approximately 14 blocks from Washington Street to Houston Harte, with additional funds to accommodate architectural and engineering services. Planning services will include such items as site surveys, subsurface utility engineering, geotechnical engineering and paving design, environmental services, and Plans/Specifications/Estimate documents. The TA Set-Aside Program grant is an 80/20 grant offered by the State of Texas through TxDOT. The City is required to provide at least a 20 percent match to qualify for funding; however, based on past project awards, the City will have a greater chance of being considered if it provides an overmatch of 25-30%. Current funding options for the City's match requirement include: TIRZ, COSADC, Storm Water, Street Reconstruction Funds, 1/2 Cent River Funds, and Downtown San Angelo. Additionally, although it is not anticipated that they will qualify as match dollars, MPO funding could be allocated toward this project, thus reducing the overall project total and associated match. If council agrees with the proposed funding sources, match details will be brought to Council for final consideration once conceptual plans and cost estimates are complete. This is scheduled to come before Council during old business at the upcoming May 16 meeting.

Today's action only commits the $79,000 portion of the Phase A contract with Halff Associates, INC. which, again, will be paid by TIRZ and COSADC.

At the May 16, 2017 City Council meeting, staff will bring forth a more detailed Resolution specifically outlining and identifying sources of the 20+%matching funds, which again will likely include TIRZ, COSADC, Storm Water, Street Reconstruction Funds, 1/2 Cent River Funds and Downtown San Angelo.

Other Information/Recommendation:

Attachments:

1.	2017 TA Set-Aside Program Announcement	announcement.pdf
2.	2017 TA Set-Aside Program Guide	program-guide.pdf
3.	Phase A - Scope of Services	PHASE A-Scope of Services.docx
4.	Project Map	Chadbourne_St_Pedes_Improvements_Rev3.pdf
5.	Halff Funding Application Qualifications	Halff Funding Application Qualifications.pdf
6.	Cm_DOT Set Aside Application Authorization Resolution	17-306_CM_DOT_SET-ASIDE_APPLICATION_AUTHORIZATION_RESO.docx
7.	CM_TIRZ_Support DOT Set Aside Application Resolution	17-306_CM_TIRZ_SUPPORT_DOT_SET-ASIDE_APPLICATION_RESO.docx
8.	COSADC_CM_DOT Set Aside Chadbourne Project Resolution	17-306_COSADC_CM_DOT_SET_ASIDE_CHADBOURNE_PORJECT_RESO2.docx
9.	Contract	17-xxx Profession Services Contract Chadbourne HALFF Associates.docx

Presentation:

Yes

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Rick Weise	Approved
Jon James	Approved
Russell Pehl	Approved
Roland Pena	Approved
Theresa James	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

January 27, 2017

Re: Transportation Alternatives Set-Aside Program (TA Set-Aside)
2017 Call for Projects

To All Interested Parties:

The Texas Department of Transportation (TxDOT) has announced a statewide Call for Projects under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for population areas of 200,000 or less. Federal TA Set-Aside funding administered by TxDOT will be for construction activities only. Eligible project activities are limited to pedestrian and bicycle infrastructure projects, including on- and off-road pedestrian and bicycle accommodations, infrastructure projects for non-driver access to public transportation, projects that enhance mobility and Safe Routes to School infrastructure projects.

Project nominations must be submitted in the form prescribed by TxDOT and in accordance with the program rules (located under 43 Texas Administrative Code §§11.400 - 11.418 and §§16.153 - 16.154) and TxDOT's 2017 TA Set-Aside program guide. The program guide outlines the nomination, evaluation, and selection processes, including step-by-step instructions for completing the project nomination form and providing appropriate attachments. The program guide details information regarding eligibility requirements and the specific procedures applicable to this Call for Projects. TxDOT's 2017 TA Set-Aside program guide, project nomination form, and program rules are available on TxDOT's website at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html. The complete project nomination package must be received by TxDOT, via TxDOT's Dropbox, no later than 5:00 p.m., CDT, on Monday, May 22, 2017.

Eligible project sponsors that desire to nominate a project should review the 2017 program guide, nomination form, and rules in consideration of their candidate project prior to contacting TxDOT. The program guide includes a map of TxDOT's district offices, a list of the district TA Set-Aside Coordinators, and a list of the statewide TA Set-Aside workshop locations and dates.

Your interest in TxDOT's TA Set-Aside Program is appreciated.

Sincerely,

Eric L. Gleason
Director, Public Transportation Division

TRANSPORTATION ALTERNATIVES
SET-ASIDE PROGRAM

2017 PROGRAM GUIDE

Texas Department of Transportation

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A. SUMMARY OF PROJECT OPPORTUNITY

On January 27, 2017, the Texas Department of Transportation (department or TxDOT) announced a statewide Call for Projects under the **Transportation Alternatives Set-Aside** (**TA Set-Aside**) Program for population areas of 200,000 or less. This program guide outlines the nomination, evaluation, and selection processes, including step-by-step instructions for completing the project nomination form and providing appropriate attachments. Important dates to remember include:

- **January 27, 2017** – Call for Projects opens
- **February - March 2017** – Workshops (refer to **L. 2017 TA Set-Aside Workshop Schedule**)
- **May 22, 2017** – Project nominations due to the department
- **May - August 2017** – Project screening and evaluation
- **Fall 2017** – Project selection by the Texas Transportation Commission

The TA Set-Aside Program, as administered by the department, provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and mitigate congestion by providing transportation options. Eligible project activities include construction of on- and off-road pedestrian and bicycle accommodations (including conversions of abandoned railroads), infrastructure for non-drivers, access to public transportation, and Safe Routes to School infrastructure.

The department is particularly interested in those projects that reflect a high degree of collaboration and community consensus while directly contributing to the department's safety, mobility, and connectivity goals. Project sponsors are strongly encouraged to submit projects that:

- Enhance bicycle and pedestrian safety for people of all ages and abilities
- Improve safety, access, or mobility for individuals with disabilities
- Construct on-system improvements in support of TxDOT's ADA/Pedestrian initiatives
- Provide access to or between existing bicycle and pedestrian facilities, public transportation, or other mobility options
- Connect important community destinations (such as schools, employment, downtown/commercial/historic districts, medical facilities, and recreational areas)
- Contribute to the development of a statewide or regional bicycle route for tourism
- Contribute, as an independent element, to a larger public project/investment

Proposed projects may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

The department intends to make available TA Set-Aside Program funds associated with anticipated FY 2017 – FY 2020 appropriations. Assuming current FAST Act authorization levels, approximately $52 million is estimated for population areas under 200,000. All, or some portion of this amount, may be awarded as a result of this Call, depending on the actual amount of funding available and the eligible number of TA Set-Aside project nominations received by the department.

B. PROGRAM OVERVIEW

The Fixing America's Surface Transportation (FAST) Act establishes the TA Set-Aside Program as part of the Surface Transportation Block Grant and replaces the Transportation Alternatives Program (TAP) which was established as an independent funding category under the Moving Ahead for Progress in the 21st Century Act (MAP-21). Like TAP, the TA Set-Aside Program provides funding for a variety of alternative transportation projects. The program is contained in 23 U. S. C. §133(h).

The federally funded TA Set-Aside Program provides opportunities to expand transportation choices and enhance transportation infrastructure. Each state department of transportation reviews the guidance provided by the Federal Highway Administration (FHWA) and develops rules to administer their TA Set-Aside Program according to that state's priorities. In Texas, the department's statewide TA Set-Aside Program for population areas of 200,000 or less operates under rules adopted by the Texas Transportation Commission (commission), which may be found in 43 Texas Administrative Code (TAC) §§11.400 - 11.418 and §§16.153 - 16.154. TA Set-Aside projects submitted to the department must relate to the surface transportation system and be eligible under one or more of the six activities outlined in topic **C. Eligible Project Activities** of this guide.

Federal TA Set-Aside funds administered by the department are for construction activities only. The department's 2017 TA Set-Aside Call for Projects is limited to eligible project sponsors and projects from nonurban areas with populations of 5,000 or less and small urban areas with populations of 5,001 to 200,000 that are outside the smoothed 2010 U. S. Census Urbanized Area boundary of a Transportation Management Area.

Metropolitan Planning Organizations (MPOs) with population areas greater than 200,000 are designated as Transportation Management Areas (TMAs). Potential project sponsors within the TMA must seek TA Set-Aside funding through their local MPO.

Note: In Texas, TA Set-Aside funds for the Recreational Trails Program are administered through the Texas Parks and Wildlife Department.

This is the first TA Set-Aside Call for Projects by the department. For information on the department's new TA Set-Aside rules, the new TA Set-Aside 2017 Nomination Form, and other program details, visit: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html. The TA Set-Aside project nomination package must present persuasive evidence of support from the communities in which the project would be implemented. The project sponsor must commit to provide a local funding match of at least 20% of the allowable construction and department oversight costs, subject to any allowable adjustment for authorized in-kind contributions and/or an adjustment for an eligible project located in an economically disadvantaged county. Any costs incurred prior to selection and authorization from the department to proceed will not be eligible for consideration as an in-kind contribution or otherwise part of a local funding match. The local funding match must be a cash match or combination of cash and in-kind contribution provided by or through the project sponsor. The commission will specify a fixed amount of TA Set-Aside funds

for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds in a subsequent program call.

Projects funded under 23. U.S.C. 133, including TA Set-Aside projects, shall be treated as projects on a federal-aid highway (23 U.S.C. 133(i)). This subjects all TA Set-Aside projects to various federal-aid requirements (e.g., Davis-Bacon prevailing wage requirements, Buy America, planning, environmental review, procurement and letting, etc.). Specific guidance regarding program/project requirements is found in the **TxDOT Local Government Projects Toolkit** (**LGP Toolkit**) found at http://txdot.gov/government/processes-procedures/lgp-toolkit.html. The LGP Toolkit provides specific information regarding the applicable laws (see Policy Manual), procedures (see Project Management Guide), and best practices (see Best Practices Workbook) that must be adhered to for some or all phases of a TA Set-Aside project. Relevant portions of the LGP Toolkit are referenced in this Guide.

C. ELIGIBLE PROJECT ACTIVITIES

The eligible TA Set-Aside activities identified in TxDOT's rules (refer to 43 TAC §11.404(a)) are taken verbatim from the Federal Highway Administration's TA Set-Aside Guidance. For TxDOT's 2017 TA Set-Aside Call for Projects for population areas of 200,000 or less, the eligible construction activities have been abbreviated for clarity as follows:

1. On-road bicycle improvements
2. Off-road shared use paths
3. Infrastructure improvements on an abandoned railroad corridor to facilitate non-motorized transportation
4. Sidewalks
5. Infrastructure improvements to provide safer routes to school
6. Infrastructure-related projects to improve safety for non-motorized transportation

Note: Review topic **I. Economically Disadvantaged Counties Program** for potential local match relief for eligible projects.

D. ELIGIBLE TA SET-ASIDE PROJECT SPONSORS

Under 23 U.S.C. 133(h)(4)(B), the entities eligible to receive TA Set-Aside funds are:

1. **Local government**: Any unit of local government below a State government agency, except for an MPO. Examples include city, town, township, village, or county agencies.
2. **A regional transportation authority**: Regional transportation authorities are considered the same as the Regional Transportation Planning Organizations defined in the statewide planning section (23 U.S.C. 135(m)).

3. **A transit agency**: Any agency responsible for public transportation that is eligible for funds as determined by the Federal Transit Administration.
4. **A natural resource or public land agency**: Any Federal, Tribal, State, or local agency responsible for natural resources or public land administration. Examples include:
    - State or local park or forest agencies
    - State or local fish and game or wildlife agencies
    - Department of the Interior Land Management Agencies
    - U.S. Forest Service
5. **A school district, a local education agency, or school**: Includes any public or nonprofit private school. Projects should benefit the general public and not only a private entity.
6. **Tribal Government**
7. **A nonprofit entity responsible for the administration of local transportation safety programs** - Examples include a nonprofit entity responsible for:
    - a local program implementing construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
    - a safe routes to school program
8. **Any other local or regional governmental entity with responsibility for, or oversight of, transportation or recreational trails** (other than an MPO or a state agency) that the department determines to be eligible, consistent with the goals of the TA Set-Aside Program.

Per 23 U.S.C. 133(h)(4)(B) state departments of transportation (DOTs) and metropolitan planning organizations (MPOs) are not eligible project sponsors for TA Set-Aside funds. However, state DOTs and MPOs may partner with an eligible entity to carry out a project.

Nonprofit organizations are not eligible as direct grant subrecipients for TA Set-Aside funds unless they qualify through one of the eligible entity categories (e.g., where a nonprofit organization is a designated transit agency, school, or entity responsible for the administration of local transportation safety programs). Nonprofit entities are eligible to partner with any eligible entity on an eligible project; however, the eligible entity would serve as the project sponsor and be 100% responsible for the local match and project development. <u>Only one entity is permitted to serve as a project sponsor</u>. The project sponsor may need to provide the department a reference to review their enabling legislation.

Typically the local government serves as the project sponsor because the majority of improvements are located within property maintained by the local government. When a second party such as a school district or nonprofit entity agrees to provide a portion of the local funding match, it would be the local government/project sponsor's responsibility to execute an agreement with the second

party for any funding commitments and secure any right-of-entry for project construction while remaining the sole project sponsor.

E. PROJECT EVALUATION AND SELECTION CRITERIA

Through collaboration and leadership, TxDOT's mission is to deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods. Selection criteria for TxDOT's TA Set-Aside program are influenced by the department's vision to be a forward-thinking leader delivering mobility, enabling economic opportunity, and enhancing quality of life for all Texans. The department seeks to prioritize TA Set-Aside investments in projects that best meet the department's vision and mission and represent the best use of available TA Set-Aside funds. Tables 1, 2, and 3 on the following pages outline the criteria categories that will be used to evaluate all eligible projects. The tables include a brief description, evaluation factors, and identification within the nomination form where each criterion should/could be addressed. All project sponsors should address the ten criteria categories in response to the information requested in the project nomination form. The criteria categories are as follows:

- Safety
- Mobility & Congestion Mitigation
- Regional Connectivity
- Accessibility
- Environmental Benefits
- Economic Development
- Project Readiness
- Local Funding
- Planning
- Public Support

Evaluation Process

Department staff will review, evaluate, and recommend projects submitted during the department's 2017 TA Set-Aside Program Call for Projects. A committee will be formed to screen each proposed project to determine whether it is eligible for funding under applicable federal and state law and determine whether the proposed project meets technical standards established by applicable law and acceptable professional practice. The committee will also evaluate the potential benefit to the state of the project for all eligible projects, based on the specific evaluation criteria.

An **Eligibility Evaluation** of all projects will be the first step. The committee will verify the eligibility of the project sponsor, the proposed construction activity, and the project location. If the project sponsor, construction activity, or location is determined to be ineligible, then the project will not be considered for funding. If a project is determined to be ineligible, the department will notify the project sponsor immediately.

Each eligible project will be scored using criteria based on the department's goals as outlined in Tables 1, 2, and 3. Criteria category scores will be weighted and applied uniformly to eligible projects.

Although there is not a minimum or maximum amount of funding available for a single project, the total program funds are limited. As a result, the department may find it necessary to contact a project sponsor to split a larger project into smaller segments to be constructed in phases.

A nomination package that fails to include items required as part of the project nomination package will be considered incomplete and will not be considered for funding. See "*Required attachments"* under topic **W. Project Nomination Checklist**. If certain project nomination information is unclear, the department may request supplemental information as needed to conduct project screening and evaluation. A list of the required attachments is included with the nomination checklist; Refer to topic **W. Project Nomination Checklist** to complete the checklist.

Note: Completing the **Project Nomination Checklist** is recommended not required; however, the project sponsor may include the checklist as part of the project nomination package.

Label as: **Nomination Checklist-Attachment N** - No more than 10 pages.

The evaluation committee will provide project selection recommendations and supporting documentation to the director of the division responsible for administering the TA Set-Aside Program. The director of the responsible division will review the recommendations and supporting documentation and provide a final list of recommended projects to the commission for consideration.

Selection Criteria

The ten criteria categories have been organized into three focus areas expressed in Table 1: **Department Goals and Project Emphasis Areas**, Table 2: **Project Readiness**, and Table 3: **Local Funding and Support**. Each project nomination package must include credible documentation demonstrating how the proposed project meets the selection criteria.

Each project is unique and may fulfill some but not all of the selection criteria categories. It is the project sponsor's responsibility to demonstrate how the proposed project benefits their community and/or the state. To assist both the project sponsor and the reviewer, the three tables include a column entitled *Topics in Nomination Form* to suggest how the project sponsor might address a specific criterion. The proposed project may produce benefits other than those discussed within the three tables. It is the project sponsor's responsibility to demonstrate additional benefits based on the criteria categories and descriptions. Support statements with facts. Some recommended resources include excerpts from reports, news articles, crash reports, planning documents, relevant data, research, maps, photographs, diagrams, surveys, etc.

Table 1: Department Goals & Project Emphasis Areas (Represents 50% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Safety	Provides safer and/or less intimidating accommodations for pedestrians, bicyclists, and other non-motorized traffic, including Safe Routes to School infrastructure.	• Improves safety in areas with high numbers of crashes (provide crash data and source, if available) • Improves conditions for bicyclists, pedestrians, and other non-motorists at roadway crossings and/or traffic signals • Implements traffic calming measures • Provides protected or separate facilities for bicyclists and pedestrians	9, 10, 23
Mobility & Congestion Mitigation	Increases transportation options for non-motorists. Improves the ability to walk and bicycle for everyday activities including travel to work, school, and shopping. Provides accommodations that help reduce congestion.	• Improves access and/or enhances mobility for non-motorized transportation • Provides an alternate non-motorized route parallel to major thoroughfares • Demonstrates potential for a measureable reduction in congestion and/or a mode shift	9, 10, 18, 19
Regional Connectivity	Improves local and/or regional connections. Provides multi-modal connections to rail and/or transit.	• Enhances network continuity (gap closures, extension of regional facilities, links communities) • Provides direct connections to transit and/or rail (shared use paths, sidewalks, and on-street bikeways) • Provides access to employment centers, schools, retail, institutional facilities, and other special traffic generators	9, 10, 18, 19
Accessibility	Improves access and/or provides safer crossings for non-motorized traffic at an existing travel barrier. Provides ADA compliant improvements.	• Provides a grade-separated or improved crossing for non-motorized traffic either under, over, or across a barrier (such as a water body, major roadway, or railroad) • Constructs new sidewalks and/or bikeways • Provides new ADA compliant infrastructure	9, 10, 17, 18, 19, 20, 23
Environmental Benefits	Provides access in underserved communities. Improves air quality or provides other environmental benefits. Protects our natural environment. Encourages healthy living.	• Improves non-motorized transportation for persons in areas with a greater percentage of minorities and low-income households than the regional average • Enhances non-motorized access to active living/health facilities (e.g. parks, senior centers, medical facilities) • Demonstrates a measureable benefit in air quality • Provides or enhances access to historic districts or cultural areas • Provides other measurable environmental benefits	9, 10, 18
Economic Development	Demonstrates local or regional economic benefits that exceed infrastructure investments. Supports investments in local/interregional tourism.	• Supports community/regional development projects such as revitalization, redevelopment, and job creation • Incorporates durable, low-maintenance materials • Creates infrastructure in support of state, local, and/or regional tourism activities • Links to, extends, or enhances regional bicycle routes, such as the proposed US bike route system (http://www.adventurecycling.org/routes-and-maps/us-bicycle-route-system/national-corridor-plan/)	9, 10, 14, 18, 22, 23

Table 2: Project Readiness (Represents 25% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Project Readiness	Demonstrates the ability to advance the project to construction immediately, if selected for funding. Provides evidence that the construction plans are under development.	• Status of design/engineering • Status of environmental documentation • Status of right-of-way/property acquisitions • Local government demonstrates the ability and willingness to advance this project immediately upon selection	10, 13, 15, 16, 17, 21, 23

Table 3: Local Funding and Support (Represents 25% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Local Funding	Demonstrates commitment to provide the local match.	• Demonstrates financial soundness • Commits to provide local match (e.g., resolution or ordinance) • Commits to overmatch in cash (exceeds required 20% local match)	12, 22, 23, 24, 25, 26
Planning	Provides evidence that the project is identified on a locally approved transportation plan(s)/program(s).	• Supports and/or identified in local and regional plans, including but not limited to bikeway, pedestrian, safe routes to school, or other related transportation plan(s)/program(s) adopted by the local government or MPO.	18, 19
Public Support	Demonstrates strong community support through collaboration, outreach, involvement and partnerships. Demonstrates efforts to engage the public in project planning and development.	• Provides a synopsis of their public outreach plan • Provides documentary evidence of public support	9, 13, 14, 16

F. PROJECT NOMINATION FORM

This program guide is intended to work in conjunction with TxDOT's 2017 TA Set-Aside Project Nomination Form, located on the department's website at:
http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html
Each topic in the nomination form is presented below with additional guidance and examples, where appropriate. Contact your local TxDOT district TA Set Aside Coordinator for further clarifications. Refer to topics **R** and **S** of this guide to review the **TxDOT District Map** and identify the **TA Set-Aside Coordinator** in your area. Project sponsors are strongly encouraged to visit with their local district TA Set-Aside Coordinator and discuss their proposed project(s) prior to final project submission(s) to the department. Also review topic **E. Project Evaluation and Selection Criteria** in this guide and address criteria categories where appropriate.

Applicant Information

1. Project Sponsor Name
   Insert the project sponsor's name in the box provided below this topic in the Excel project nomination form.

2. Jurisdiction Population (based on the 2010 U. S. Census)
   Using the information from the 2010 Decennial U.S. Census, type the population of the jurisdiction in the box provided. Once the population is entered, the second white box below will automatically populate with **Nonurban** (population areas of 5,000 or less), **Small Urban** (population areas of 5,001 to 200,000), or **Not Eligible** (population areas greater than 200,000).

   2010 Decennial U.S. Census at:
   https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

   Note: Per TxDOT's TA Set-Aside rules, population areas greater than 200,000 are not eligible for TA Set-Aside funding administered by the department in its 2017 Call for Projects.

3. Type of Organization/Agency/Authority
   In the box provided below this topic, click on the down arrow and select the project sponsor's "Type of organization" from the dropdown menu.

   Note: To be an eligible project sponsor, the entity must be legally able to enter into a local agreement with the department for a federally funded transportation project. The project sponsor may need to provide the department a reference to review their enabling legislation/legislative authority. Where applicable, insert a reference in the box next to *Enabling legislation/legislative authority for Project Sponsor (if applicable)*. For recognized governmental entities, the project sponsor may enter N/A.

4. Project Sponsor Contact Information (Authorized Representative)
   Insert the project sponsor primary contact person's name, title, mailing address, city, zip code, telephone number, and email address in the boxes provided. In the boxes provided to the right, insert the project sponsor's physical address, main telephone number, and website (if available).

   The project sponsor's contact person must have the authority to speak on behalf of the project sponsor. This person should have working knowledge of the project and be able to answer questions.

Project Name and Location

5. Project Name
   In the box provided below this topic, give your project a name that is logical and concise.

   Note: In topic 6 you will identify the eligible project activity. Use the project activity to help create a logical project name.

   Examples:
   - Llano ISD SRTS
   - Marfa's FM 1112 On-road Bikeway
   - Cass County Sidewalks, Phase 2
   - Haslet's Shared Use Path, Section 3
   - Lamar County NETT RR, SUP Phase 2
   - Presidio Downtown Intersection Improvements

6. Eligible Project Activity
   In the box provided below this topic, click the down arrow and select the activity that best describes the project. If multiple activities are proposed, select the activity where the highest financial investment is proposed.

7. Project Location Information
   In the box next to **TxDOT District**: click on the down arrow and select the district where the project is located. Refer to topic **R** of this guide to identify the **TxDOT District**. Refer to topic **S** to identify the **TA Set-Aside Coordinator** in your area. In the box next to **Texas County**: click the down arrow and select the county where the project is located.

   Note: If a project involves more than one county, select the county where a majority of the work will be done.

   Note: Proposed improvements may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

   Note: Project proposals that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to**

the project sponsor, and signed by the current TxDOT District Engineer; this consent cannot be delegated down.

Identify the project location using street name, adjacent waterway, or other identifying landmarks or features. Include the project limits in descriptive form (from and to) *and* using longitude/latitude in degrees, minutes, and seconds. Also under **Project dimensions** provide the project's total length, facility width, and material depth, where appropriate.

If the project involves multiple locations, describe the primary location and provide the total length of all improvements in the Excel nomination form. As an attachment to the nomination, provide a complete list of all improvement locations (including the primary location) using descriptive limits and longitude/latitude in degrees, minutes, and seconds.

Example chart for projects with multiple locations:

No.	Project Location	From/ To	Descriptive Limits	Latitude			Longitude			Length (Mile)
				D	M	S	D	M	S	
1	W Brown St	From	N Peach St	30	21	20.22	103	40	50.79	0.56
		To	N 14th St	30	21	34.91	103	40	21.49	
2	SH 118	From	E Ft Davis Ave	30	22	8.74	103	40	1.87	0.57
	(N 5th St)	To	E Avenue A	30	21	42.47	103	39	47.38	
3	SH 223	From	SH 118	30	22	19.55	103	40	2.87	0.40
	(E Hendryx Dr)	To	Antelope Dr	30	22	26.71	103	39	41.17	

Label attachment as **Project Location Information - Attachment A** - No more than 2 pages.

8. Legislative Representatives
   In the boxes provided below this topic, identify the legislative districts and representatives with jurisdictional responsibilities within the project limits.

Project Information

The **Project Description** and **Project Details** are two of the most important components supporting a successful project nomination. A concise description of the project's characteristics and benefits should highlight as many of the selection criteria categories as possible, facilitating evaluation of the nomination package. To make the best use of the space provided, first ensure that the project description and details provide a complete picture of the proposed project, and then highlight how the project would meet individual criteria evaluation factors. Focus on elements that may not already be addressed in other numbered topics in the nomination form.

Note: Review tables 1, 2, and 3 under topic **E. Project Evaluation and Selection Criteria** with special attention to the column entitled *Topics in Nomination Form* and be aware that topics 9 and 10 in the nomination form are identified as primary locations to address selection criteria categories.

9. Project Description
   Provide a well-developed narrative about the project for which the project sponsor is seeking funding. Describe the **Eligible Project Activity** selected from the dropdown under topic 6 on page 1. Explain the benefits the project will provide to the surface transportation system. Include details about proposed improvements and summarize the work activities to be performed. Review topic **E. Project Evaluation and Selection Criteria** in the 2017 TA Set-Aside Program Guide and address **Criteria Categories** where appropriate.

10. Project Details
    Provide maps, typical sections, charts/diagrams, and photographs to describe the proposed project and improvements in detail. **A location map and a project layout map are a minimum requirement**. A typical section is requested. The project layout map must be at a scale to clearly identify street names, community landmarks and features, as well as the project's beginning and ending. If the project plans are 30% or more complete, include only the title sheet and example sheets as attachments to the nomination form and provide a web link for plan review. For clarification on bikeway types, see topic **T. Bikeway Terminology**.

    Within the nomination form, provide a response to the following:

    - **The construction plans for this project are currently**:
      In the box provided, click the down arrow and select the status of plan development from the following:
      - **Not Started**
      - **Under Development**
      - **Completed**
        In the second box insert the percentage of completeness. If the project plans have not been started, enter zero: **_____% complete**.

    Project sponsors with project plans 30% or more complete MUST provide the department access to review the plans. A 30% complete plan set should include typical sections, pavement design, a detailed project layout plan, and any special details or designs developed for the project.

    - **Insert plan review link: _____**
      In the box provided, insert a web link, if applicable.

    All supporting exhibits submitted must be legible, clearly labeled, and convey useful information. These exhibits may include maps, photographs, diagrams, and drawings. Hand-drawn or computer-generated sketches may be used. Photographs should be linked to a map to identify the location, the direction the photograph was taken, and approximate date of the photograph. A map providing area information, including community destinations such as commercial centers, schools, recreation facilities, medical facilities, institutional buildings, etc. is also useful to evaluate project benefits.

The department strongly recommends providing typical sections. These exhibits do not need to be professionally prepared. Typical sections help convey the location and design of proposed improvements by showing the type, width, and depth of materials proposed and the project's relationship to surrounding elements. This information is needed to evaluate bridges, bike lanes, shared use paths, and sidewalks.

Sidewalks should be wide enough to accommodate the volume and type of pedestrian traffic expected in the area. Sidewalks MUST have a minimum clear width of 4 feet. A 5-foot-wide sidewalk is preferred, and where the sidewalk is placed immediately adjacent to the roadway curb, a sidewalk width of 6 feet is recommended (particularly when adjacent to a state-maintained roadway). For *Safe Routes to School* projects, a minimum width of 6 feet is recommended. Sidewalks must conform to the *Public Right of Way Accessibility Guidelines* (latest edition) as published by the US Access Board or the 2010 ADA Standards and Texas Accessibility Standards, as applicable.

Shared use paths should be wide enough to accommodate the expected traffic. The minimum paved width for a two-directional shared use path is 10 feet; however, 12-foot-wide or wider may be recommended/necessary, particularly in urbanized areas.

All design criteria for on-road and off-road bicycle facilities must comply with the *Guide for the Development of Bicycle Facilities* (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO).

- Primary Facility Type:
  In the dropdown box select from the following:
  - Bike Lane
  - Protected Bike Lane
  - Cycle Track
  - Shoulder Improvements
  - Shared Use Path
  - RR Corridor Improvements
  - Sidewalk
  - SRTS
  - Other Safety Improvements
- Surface Type/Material:
  - Concrete
  - Asphalt
  - Crushed Rock
  - Other
- Does the project include lighting adjacent to a roadway within state-maintained right-of-way
  In the dropdown box provided, select Yes or No.

Note: Department policy dictates that lighting on state-maintained right-of-way for adjacent paths must be adequate to illuminate the roadway system. It is essential that the project sponsor consult with the department's district personnel to make sure that the project budget allows for this additional cost and that the proposed lighting meets the department's requirement.

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer;** this consent cannot be delegated down.

Within the nomination form under topic **10. Project Details**, identify whether the project includes a bridge or bridges (include the number of proposed bridges). If more than one bridge is proposed, identify the bridge with the highest value and provide design details for that bridge in the nomination form using the fill-in and dropdown boxes (to include bridge length, width, rail type, and structural materials). Identify additional bridges and bridge details in an attachment (also include the bridge identified in the nomination form in the attachment). Provide any available hydraulic evaluation as an attachment.

Bridge construction type (new or rehabilitation), total number of bridges, materials, length, width, and rail type are a minimum requirement. Bridges MUST be designed in conformity with the approaching path. Also, the bridge length should be adequate to accommodate the existing stream hydraulics, where applicable.

The project sponsor should consider economic feasibility and aesthetic appeal when selecting bridge construction materials. If a decommissioned highway truss is being repurposed for the project, the Certificate of Eligibility from the State Historic Preservation Office (SHPO) should be included in the nomination package or demonstrate appropriate coordination.

Within the nomination form answer the following questions:

- **Does the project include bridge improvements**?
  In the dropdown box select from the following:
  - Yes, rehabilitation only
  - Yes, new bridge(s)
  - No
- **Number of proposed bridges**: _____
  Insert the actual number of bridges proposed as part of the project.
- **Bridge construction**
  In the dropdown box select from the following:
  - Prefabrication
  - On-site

- **Bridge length**: _____
  Insert the proposed bridge length.
- **Bridge Width**: _____
  Insert the proposed bridge width.
- **Structural Materials** (**Deck/Beams**):
  In the dropdown box select from the following:
  - Concrete/Steel
  - Wood/Wood
  - Concrete/Concrete
  - Concrete/Truss
  - Wood/Truss
- **Rail Type**:
  In the dropdown box select from the following:
  - Pedestrian
  - Traffic

All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition).

The following chart is included as an example of how to represent additional bridges in an attachment. Identify bridge locations on a map and include as an attachment.

Map ID	Type/Name	Feature Crossed	Bridge Work	Construction Type	Structural Material	Length	Width*	Rail Type
1	Pedestrian Bridge	Doe Creek	new	On-site	Wood/ Wood	40'	10'	Pedestrian
2	Shared Use Path	Caney Creek	new	On-site	Concrete/ Concrete	65'	16'	Traffic
3	7th Street Bridge	Ave. A	rehab	On-site	Concrete/ Steel	80'	40'	Traffic
4	Shared Use Path	Brays Bayou	new	Prefabrication	Concrete/ Steel	120'	28'	Traffic

* Clear distance inside rail to inside rail

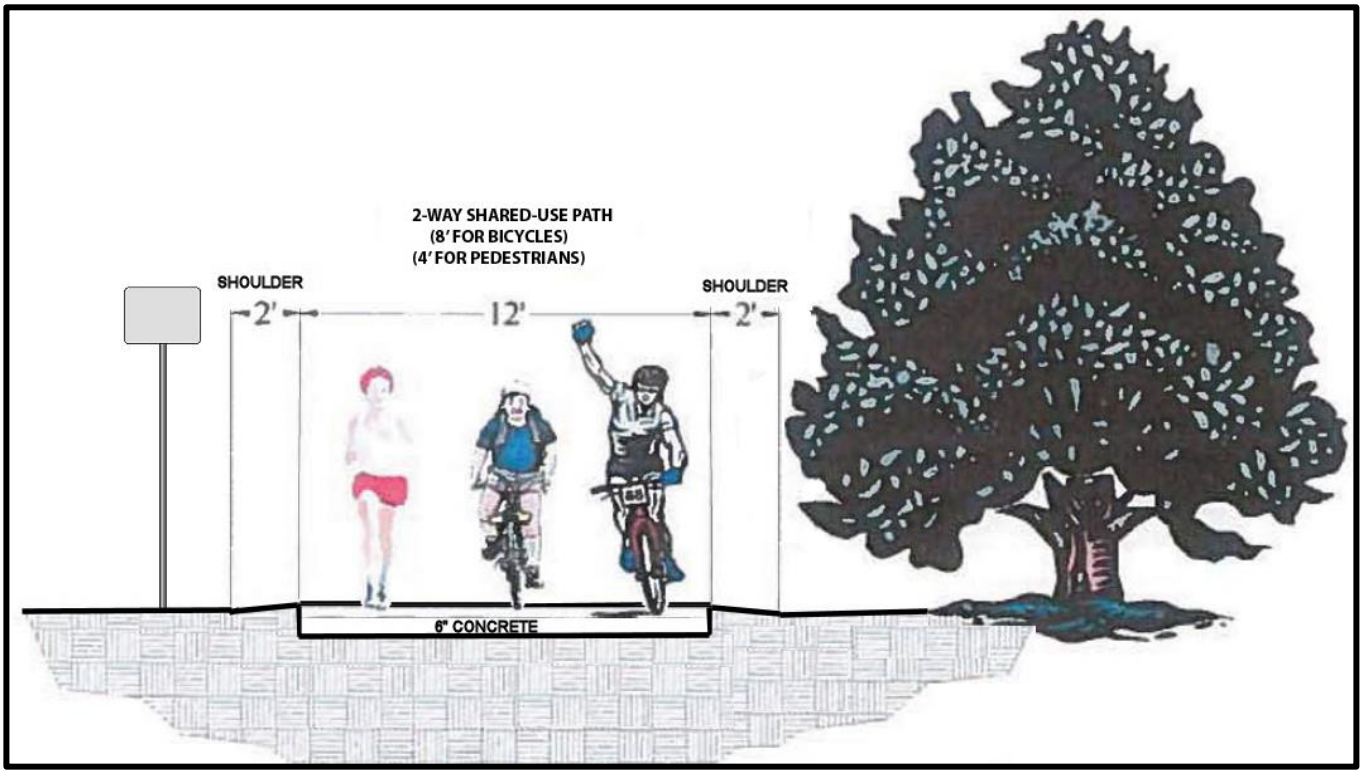
Traffic calming measures may also be included as part of a project nomination. The purpose of traffic calming is to reduce motor vehicle speeds without restricting access. Traffic calming is largely accomplished using physical measures in the roadway such as speed humps and traffic circles.

Traffic control devices such as signs, signals, and markings are designed to regulate, warn, guide, and inform. All pavement markings, signals, and signage must comply with the 2011 Texas Manual on Uniform Traffic Control Devices.

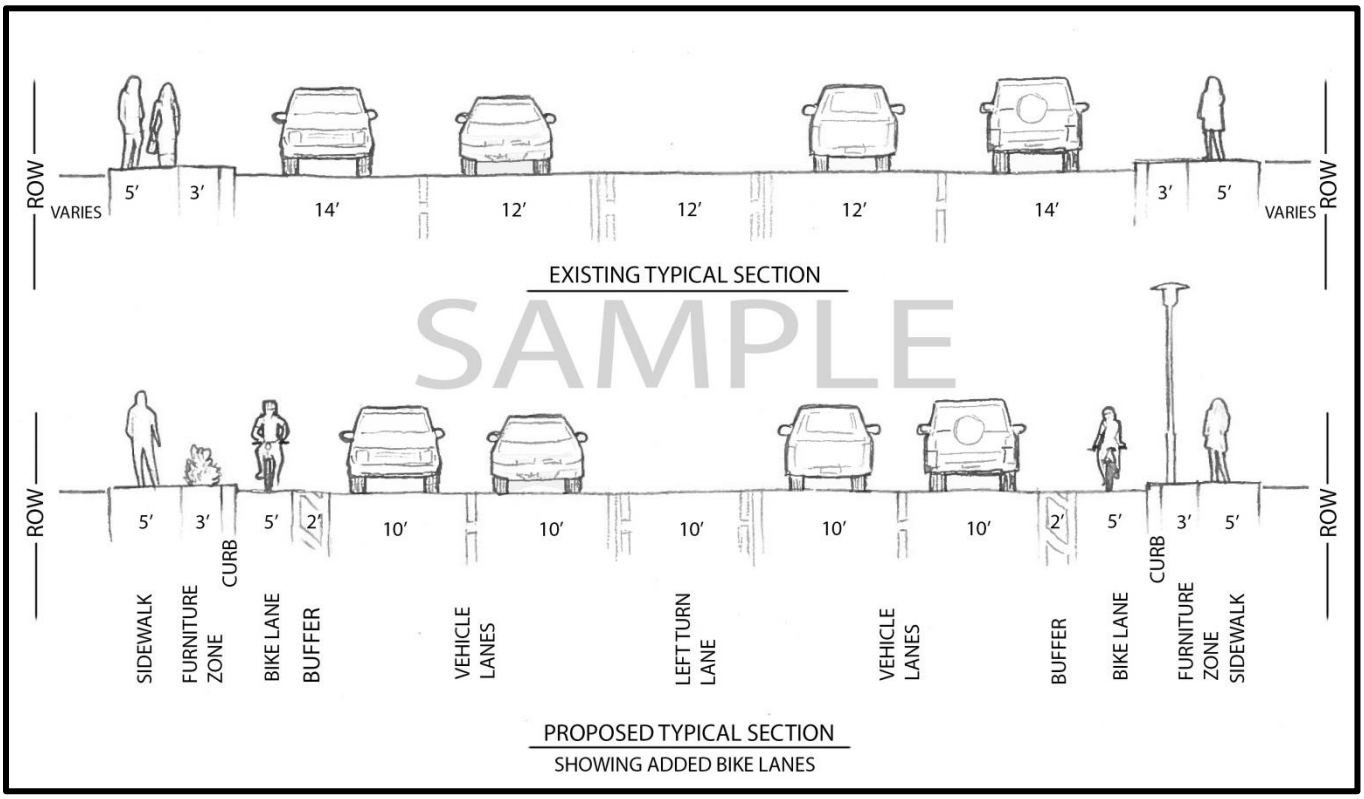
Label attachment(s) as **Project Details - Attachment B** - No more than 15 pages.

See example typical sections on the following pages.

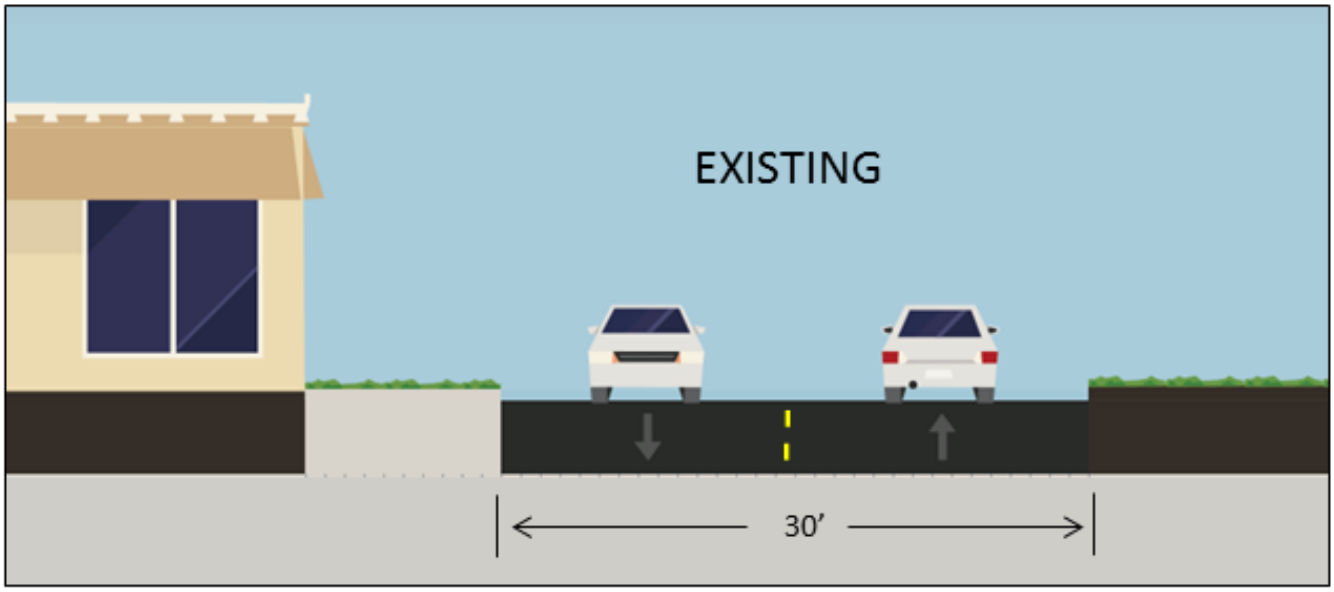
Example Typical Section 1

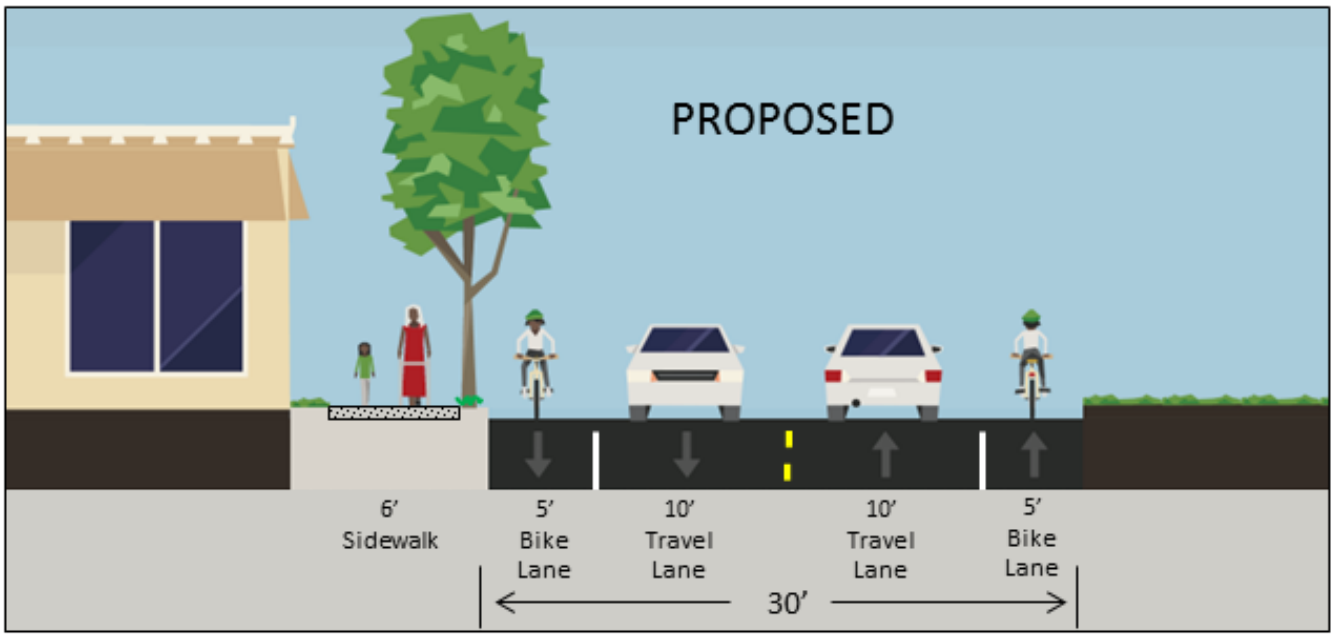


Example Typical Section 2



Example Typical Section 3





11. Project Priority Ranking by Project Sponsor
    There is no limit to the number of project nominations a project sponsor may submit; however, the project sponsor must numerically prioritize the projects they submit. For only one project nomination enter 1 of 1, for multiple projects from the same project sponsor enter 1 of 3, 2 of 3, 3 of 3 (if 3 were the total number of projects submitted, then 1 would be the highest priority).

12. Official Project Sponsor Funding Resolution or Ordinance
    The project sponsor's resolution/ordinance MUST include the following written commitment: "*The project sponsor supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The project sponsor is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding*."

    Note: The commission will specify a fixed amount of TA Set-Aside funds for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds in a subsequent program call; however, 2017 funded projects MUST be let for construction within three years from date of selection by the commission or the project will be terminated.

    Note: Project sponsors with multiple project nominations should provide a separate resolution for each project nomination that clearly describes the proposed project.

    Label attachment(s) as **Certification of LG Funding - Attachment C** - No more than 10 pages.

13. Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) Inclusion Letter
    Is this project located within the boundaries of an MPO?
    In the dropdown box provided, select yes or no.

    If the project is located within the boundaries of an MPO, then the nomination package must include a letter from the MPO to the project sponsor indicating the MPO's willingness to include the project in the local MPO's TIP, if funded.

    Label attachment(s) as **MPO TIP Letter - Attachment D** - No more than 2 pages.

14. Public Involvement and Support
    a. Provide a brief summary of the public engagement activities and support for this project in the text box below this topic. Include dates, event details, and outcomes. A bulleted list in the box provided or a bulleted list, table, or chart as an attachment is recommended.

Chart Example:

Date	Event	Outcome
12/31/2012	Public Meeting - SRTS Plan	Presented proposed Milam ISD SRTS Plan to community; general public support
2/14/2014	Open House - Milam MS Trail	Presented trail project to neighborhood; 12 citizens attended; all in support of project
3/17/2014	Website and online survey - Milam MS Trail project	50 citizens visited website and took survey; 88% supported the project

Bullet List Example:

- 6/1/2015 Meeting with adjacent property owner - property owner agreed to relocate fence to accommodate project construction (letter attached)
- 7/15/2015 Presentation to Milam ISD PTA - MISD passed resolution supporting project (resolution attached)
- 7/17/2015 Presentation to Whispering Oaks Neighborhood Association (WONA) – WONA passed a resolution in support of project (resolution attached)
- 7/20/2016 Presentation to Milam City Council - ordinance supporting the project (ordinance attached)
- 7/27/2016 News article - described community presentations and local support (article attached)
- 2/14/2017 Letter from Congressman Johnson - expressed support for project (letter attached)
- 2/16/2017 Letter from Downtown Business Alliance - supports project (letter attached)
- 2/20/2017 Letter from Mr. Bob Jones - indicated a willingness to enter into negotiations for ROW acquisition (letter attached)

b. Attach letters and other documentary evidence that supports the summary provided and/or demonstrates public involvement and/or local support for the project.

Note: ***In addition to support from the local jurisdiction, the project sponsor needs to provide documentary evidence of support for the project from the affected/adjacent property owners***.

Label attachments as **Public Involvement/Support - Attachment E** - No more than 10 pages.

15. Environmental Documentation

Environmental compliance documentation is required for all federally funded transportation projects.

Label attachment(s) as **Environmental Documentation - Attachment F** - No more than 10 pages.

Categorical Exclusion (CE) documentation is generally what is required for TA Set-Aside project activities; however, with any action, impacts may occur whereby more substantial environmental documentation could be required [Environmental Assessment (EA) or Environmental Impact Statement (EIS)].

CEs are defined in 40 CFR 1508.4 as projects that do not individually or cumulatively have a significant environmental effect.

A project sponsor is responsible for completing the following tasks:

- Review the proposed project activities to determine if they meet the criteria outlined in 23 CFR 771.117 to be classified as a CE; preparation of an EA may be required for projects that don't meet the criteria for a CE
- Determine the required environmental compliance tasks
- Collaborate with the department representative (typically the department's local district environmental coordinator) to prepare the project scope that outlines the required environmental tasks and associated responsibilities
- Ensure that any required environmental studies, resource agency coordination, and public participation are completed
- As agreed to in the scope, prepare all required documentation that supports the environmental determination (CE, EA or EIS)
- Maintain the project file for submittal to the department
- Document and implement any environmental permits, issues, or commitments

The department's environmental staff will be responsible for coordinating the required environmental studies with the appropriate resource specialists, including relevant specialists at other state and federal agencies, as applicable. For example, impacts to historic properties will be coordinated through the department as part of the project's environmental documentation process. Depending on the nature of the historic property, State Historic Preservation Office (SHPO) coordination can take several months to complete.

For more information on the department's environmental processes please refer to the following resources:

- *Environmental Handbook for Categorical Exclusions*: http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/610-01-gui.pdf
- *Environmental Handbook for Environmental Assessments*: http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/620-05-gui.pdf
- *TxDOT's Environmental Compliance Toolkits*: http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html
- *TxDOT's LGP Management Guide Chapter 5*: http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf

Environmental determination approval is a required step in the project development process. A Memorandum of Understanding between FHWA and TxDOT entitled *Concerning State Of Texas' Participation in the Project Delivery Program Pursuant To 23 U.S.C. 327 (December 2014)* assigned authority to TxDOT to make FHWA project decisions for assigned projects. Therefore, in most cases, the department (rather than FHWA) will provide the final environmental review and project decision for 2017 TA Set-Aside projects.

The project sponsor is encouraged to work closely with the department's local district environmental coordinator on project scope and environmental documentation requirements. This will significantly facilitate the development and approval of environmental documentation. Once a project sponsor submits required environmental documentation to TxDOT, the department's review, resource agency coordination, and the environmental decision process can take as little as a few days or as much as several months. The length of this process depends on the complexity of the project and the completeness and accuracy of submitted information.

Completion of TxDOT's NEPA Scope Development Tool is recommended to identify the level of environmental documentation and any resource assessments/agency coordination needed for the proposed project. Include, as attachments, TxDOT's NEPA Scope Development Tool (if completed) as well as any documentation of prior environmental clearance or resource agency consultation on the proposed project.

Label attachment(s) as **Environmental Documentation - Attachment F** - No more than 10 pages.

16. Property Ownership and Acquisition Information

All proposals must provide documentary evidence of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits. In the Excel project nomination form, respond to the following questions:

a. Has the property needed for the project already been acquired?
In the box provide click on the down arrow and select Yes or No.
If No, how many parcels will need to be acquired? Within the nomination form in the text box provided, list the number of parcels needed. Include a commitment letter from current owner(s) demonstrating a willingness to transfer the parcel/property to the project sponsor in accordance with state and federal laws, if funded. (See the LGP Toolkit, Form 6-4 of the Best Practices Workbook, for a sample full donation letter with the required language.)

b. Are there any known encroachments (e.g., utilities, fences, adjacent property improvements)?
In the box provided, click on the down arrow and select Yes or No.
If Yes, identify known encroachments.

c. Note: Project property acquired after 1971 must have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act).
Was property acquired after 1971 in accordance with the Uniform Act?
In the box provided, click on the down arrow and select Yes or No.
If No, in the text box provided below this topic, briefly describe when and how the property was acquired.

Improvements may be proposed on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer** (DE)**;** this consent cannot be delegated down. The DE letter should be included as an attachment under this topic.

Note: A project that will require the acquisition of real property through the exercise of eminent domain or condemnation is not eligible for participation in the department's 2017 TA Set-Aside Call for Projects.

Label attachments as **Property/Ownership/Acquisition - Attachment G** - No more than 10 pages

For requirements and information on how to acquire right of way and accommodate utilities, refer to the department's LGP Management Guide, Chapter 6 *Right of Way and Utilities*.

17. Railroad Support/Right of Entry Letter
Does the project encroach or cross railroad right-of-way?
In the box provided, click on the down arrow and select Yes or No.
If yes, the project sponsor MUST include documentary evidence from the railroad in support of the project and, where appropriate, a willingness by the affected railroad to enter into an agreement/contract with the local government for project implementation and provisions for right-of-entry for project construction. Where applicable, a cost for railroad work MUST be included in the budget.

If the project encroaches or crosses railroad right-of-way, has coordination with the railroad begun?
In the box provided, click on the down arrow and select Yes or No.

Does the project include railbanked railroad right-of-way?
In the box provided, click on the down arrow and select Yes or No.

Note: Some existing/proposed railroad agreements may exceed the 10 page limit; if so; include only the pages needed to demonstrate the status of coordination and responsibilities of the parties.

Note: Improvements requiring changes to tracks or train activated warning devices MUST be completed by the railroad at a cost to the project sponsor. The estimated cost for railroad improvements will include flaggers and oversight by the railroad. All railroad costs MUST be included in the Itemized Budget Section.

Advanced railroad coordination is strongly recommended and may be essential for funding consideration. Obtaining railroad approval can take several months and in some instances several years. If the project sponsor has not been in contact with the affected railroad, the project may not be ready for funding consideration.

Label attachment(s) as **RR Right of Entry/Support Letter - Attachment H** - No more than 10 pages

18. Local Bicycle, Pedestrian, or other Transportation Plan (If applicable)
    Is the proposed project included in a local transportation plan?
    In the box provide, click on the down arrow and select Yes or No.

    If yes, include as an attachment only the cover and pages from the plan referring to this project. Projects not identified in a local transportation plan MUST provide documentary evidence of support for the project from the community and local jurisdiction.

    Label attachment(s) as **Local Plan/Support-Attachment I** - No more than 10 pages.

    In addition, the project sponsor may provide a link to their transportation plan. In the text box provided, insert the local transportation plan web link.
    Insert transportation plan web link: _____

19. Safe Routes to School (SRTS) Plan (If applicable)
    Is the proposed project included in a SRTS plan?
    In the box provided, click on the down arrow and select Yes or No.
    If yes, include as an attachment only the cover and pages from the SRTS plan referring to this project. Projects proposed to improve the ability of students to walk and bicycle to school, that are not identified in a SRTS plan, MUST provide documentary evidence of coordination between the affected school(s), local government, and possibly residents, neighborhood associations, or businesses.

    Label attachment(s) as **SRTS Plan/Coordination-Attachment J** - No more than 10 pages.

    In addition, the project sponsor may provide a link to their SRTS plan.
    In the text box provided, insert the local SRTS plan web link.
    Insert SRTS plan web link: _____

SRTS projects require coordination between the local jurisdiction responsible for the roadways/sidewalks/paths leading to schools and the school district responsible for affected school campus (es). Project funding for SRTS improvements is limited to public right-of-way and cannot be used for internal school campus improvements.

The local government usually nominates a SRTS project because a majority of the improvements are located within roadway right-of-way maintained by the local government. When a second party such as a school district agrees to provide a portion of the local funding match, it is the local government's responsibility to execute an agreement with the second party for any funding commitments and secure a right-of-entry for project construction. The project sponsor is 100% responsible for the local match and project development.

20. Transition Plan for ADA Compliance
Does the project sponsor have a Transition Plan for ADA compliance in place?
In the box provided, click on the down arrow and select Yes or No.

    If yes, include as an attachment only the cover and pages from the plan that are relevant to this project.

Label attachment(s) as **ADA Transition Plan - Attachment K** - No more than 10 pages.

21. Project Timeline
Estimate the amount of time it will take to complete this project (from the current state of project planning/design through construction). Estimate the time required for each activity listed in the nomination form. Several activities may be accomplished concurrently (such as environmental documentation, PS&E development, and property acquisition); as a result, the **Total Projected Time Estimate in Months** will be less than the total of the time estimated for each activity.

Label attachment(s) as **Project Timeline - Attachment L** - No more than 2 pages.

Provided on the following pages are guidelines to help project sponsors develop their timeline chart and enter the estimated time for each activity listed in topic **21. Project Timeline** in the 2017 project nomination form. The estimated timeframes below are based on similar federally funded projects and are only intended to serve as guidelines. They are in no way a representation of the actual timeline for a specific project.

- **Planning Activities** (minimum 6 months)
  (Include the project in the STIP, execute local agreement between the department and project sponsor, complete required local government training, assign local government and department roles and responsibilities, etc.)

  Planning activities will vary depending on the project type, current status of project development, project letting (local/department), and whether any pre-construction costs are being proposed as in-kind contributions towards construction.

Note: Any costs incurred prior to project selection, project inclusion in the Statewide Transportation Improvement Program (STIP), execution of the local agreement, and authorization from the department to proceed will not be eligible for consideration as an in-kind contribution.

Project sponsors with projects located within the boundaries of an MPO will be required to submit their project to the MPO for inclusion in the local Transportation Improvement Program (TIP), a process that can take several months. (Note: verify TIP amendment schedule with your local MPO). Projects within the boundaries of an MPO MUST have the project identified in the local TIP before the project can be added to the department's statewide TIP (STIP). For projects located outside the boundaries of an MPO, the department will be responsible for including the project in the department's rural TIP and STIP through a quarterly amendment process. The STIP MUST be approved by FHWA.

All project sponsors awarded funding under the TA Set-Aside program who propose to manage the construction phase of the project or seek eligible pre-construction activities to be used as "in-kind contributions" are required to designate a *"Responsible Person" in Charge* (RPIC), a *"Project Manager"* (PM), and a "*Qualified*" person in accordance with TxDOT's Local Government Project Program (LGPP). Refer to TxDOT Local Government Projects Toolkit for requirements.

Through its LGPP Qualification Program, the department offers a course to train and qualify individuals working on projects having state and federal funds. Anyone working directly on or overseeing local government projects such as TA Set-Aside projects are encouraged to complete the LGPP training. The department requires all persons "Qualified" through this program to successfully complete the LGPP qualification course at least once every three years. For local government project guidance and training visit the department's LGPP website: http://www.txdot.gov/government/programs/local-government-projects.html. It is recommended that the project sponsor's "Qualified" person complete the LGPP training as soon after project selection as possible.

In order for the department to authorize a local entity to manage elements of a project with FHWA or state funds, the department MUST perform a Local Government Risk Assessment. This assessment allows the department to evaluate the project sponsor's qualifications to perform one or more elements of the project development process for an FHWA- or state-funded project and set an appropriate level of department oversight.

Additional information on the Risk Assessment process is available at the following website:

http://www.txdot.gov/government/programs/local-government-projects.html.

The department will draft the local agreement (Advance Funding Agreement) for execution by the project sponsor's governing board (e.g., city council or commissioners' court) and the department. Upon full execution of the local agreement, the department will provide written authorization to the project sponsor to proceed with project development. These department-led activities (TIP, STIP, and execution of the local agreement) can take 6 to 12 months to complete.

Project Design and Plan Preparation (minimum 6 months)
(Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by department district and division staff, a *Registered Accessibility Specialist* (RAS), and other agencies as needed.)

Refer to the department's **LGP Management Guide**, Chapter 2 *Project Initiation*, Chapter 4 *Preliminary Engineering and Design*, and Chapter 7 *PS&E Development* to obtain a better understanding of the required tasks and time to complete this phase.

The project sponsor is responsible for plan preparation, environmental documentation, and other design-related activities including required reviews. See Environmental Clearance discussion below for timeline information on that process. If consultant services are proposed as an in-kind contribution toward the local match for construction, then the pre-procurement activities must be overseen/reviewed and approved by the department for compliance with state and federal requirements in order to be considered eligible. These requirements are outlined in the department's LGP LGP Management Guide.

If in-kind contributions for engineering/environmental services are authorized, the project sponsor is required to submit plans to the department for review at progressive stages of development to ensure that state and federal standards are met (e.g., 30%, 60%, 90%, and 100% completion). For all other projects, design reviews at agreed-upon stages of development. Contact your local TxDOT district office to establish expectations.

If the estimated construction cost of the project is $50,000 or greater, the project must be reviewed by a RAS that is licensed by the Texas Department of Licensing and Regulation (TDLR). This may require an additional two months in the review

process. As a result, include a minimum of three months for TxDOT's final plan review.

- **Environmental Clearance** (minimum six months)
  (Complete the Project Scoping Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards. See LGP Management Guide, Chapter 5 *Environmental Compliance*.

  For projects with minimal environmental impact, like most bicycle and pedestrian projects, the environmental evaluation can be initiated at the same time as design development. In general, for federally funded projects, the environmental document MUST be approved prior to any right-of-way acquisitions.

  Completion of TxDOT's NEPA Scope Development Tool is highly recommended to identify the level of environmental documentation and any resource assessments/agency coordination needed for the proposed project. If the project is located within or adjacent to a potentially eligible National Register historic site/district or protected species habitat, include additional time (from a few weeks to several months) for review by appropriate resource agencies. For more information on environmental documentation requirements review topic **15. Environmental Documentation** in this guide. Consult with local TxDOT district environmental staff for clarification.

  Right-of-Way (ROW) Acquisition (acquisitions should occur after environmental clearance)
  (Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible for federal participation.) Refer to the department's LGP Management Guide, Chapter 6 *Right of Way and Utilities*.

  In general, environmental clearance occurs prior to ROW acquisition for federally funded projects. Once the ROW boundaries are established, preliminary steps toward acquisition, such as surveying and appraisals, can begin. After environmental clearance is obtained, ROW acquisition can be completed. However, if a local government project sponsor chooses to use its own funds for advance property acquisition (i.e. prior to environmental approval) without seeking federal reimbursement, the local government can do so subject to the guidance in Chapter 3, Section 8 of the department's Right of Way Manual Vol. 2.

  Consult with your local TxDOT TA Set-Aside Coordinator for additional clarification. All project ROW acquisitions must be evaluated in an appropriate environmental document. Additionally, all acquisitions must comply with the 1971 Uniform Act. For

additional property acquisition guidance, review topic **16. Property Ownership and Acquisition Information** in this program guide.

Only minor, incidental utility adjustments (e.g. relocation of a street light, fire hydrant, or surface drainage inlet) will be considered eligible costs. Major utility adjustments (e.g. installation of a drainage system, relocation of power lines) should be completed in advance of project construction letting. The total of incidental costs may not exceed 30% of the project's total estimated construction cost.

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer** (DE)**;** this consent cannot be delegated down. The DE letter should be attached under topic **16. Property Ownership and Acquisition Information**.

Note: A project that will require acquisition of real property through the exercise of eminent domain or condemnation is not eligible for participation in the department's 2017 TA Set-Aside Call for Projects.

- **Project Construction/Implementation** (Construction letting, award, construction, project close-out, and maintenance)
  (Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.) Refer to the department's **LGP Management Guide**, Chapter 8 *Letting and Award*, Chapter 9 *Construction*, and Chapter 10 *Project Close-Out and Maintenance* to better understand required tasks and durations.

  The project sponsor should incorporate a minimum of two months in advance of construction letting to finalize bid documents, advertise, and award the construction project.

  Construction costs eligible for reimbursement can only be incurred after federal authorization (i.e., Federal Project Authorization and Agreement (FPAA)) and the department's state letter of authority to proceed have been issued. The department in coordination with the project sponsor will establish a **"Period of Performance End Date"** for each "phase of work." The performance end date for construction establishes the date after which costs incurred are no longer eligible for federal reimbursement. Time estimates provided by the project sponsor in the nomination form should be reasonable projections; however, these time estimates may need to be adjusted based on project activities. Project Sponsors are encouraged to discuss anticipated project timelines with their local TxDOT district office prior to submitting the nomination form. For selected projects, an appropriate timeline will be agreed

upon between the department and the project sponsor and made part of the local agreement.

- **Other** – Describe briefly in the nomination form any additional project milestones not already identified.

- **Total Projected Time Estimate in Months**
  Due to an overlapping of some project activities, the total projected time estimate will be less than the total of the time estimated for each individual project activity. Below are example timeline charts (A, B, and C) that outline milestone activities from very simple as shown in Chart A to more detailed as seen in Charts B and C. Example **Chart A** will be available on the department's website at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html.

  In addition to completing item **21. Project Timeline** in the nomination form, project sponsors MUST provide a timeline chart as an attachment. **Chart A** below shows the minimum level of detail that should be provided. The detail of the project timeline should be consistent with the status of project development. Development of a timeline chart demonstrates that the project sponsor understands the process and is willing to establish a proposed construction letting date.

  Label attachment(s) as **Project Timeline - Attachment L** - No more than 2 pages.

Chart A

TASK	2017	2018				2019				2020			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PLANNING													
PROJECT DESIGN AND PLAN PREPARATION													
ENVIRONMENTAL CLEARANCE													
ROW ACQUISITION													
PROJECT CONSTRUCTION/IMPLEMENTATION													

Chart B

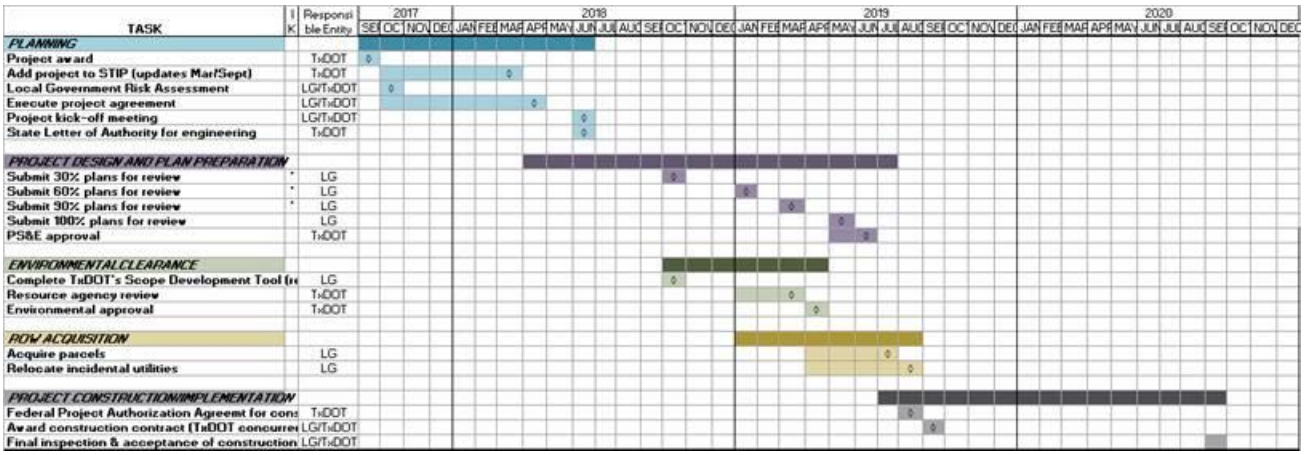
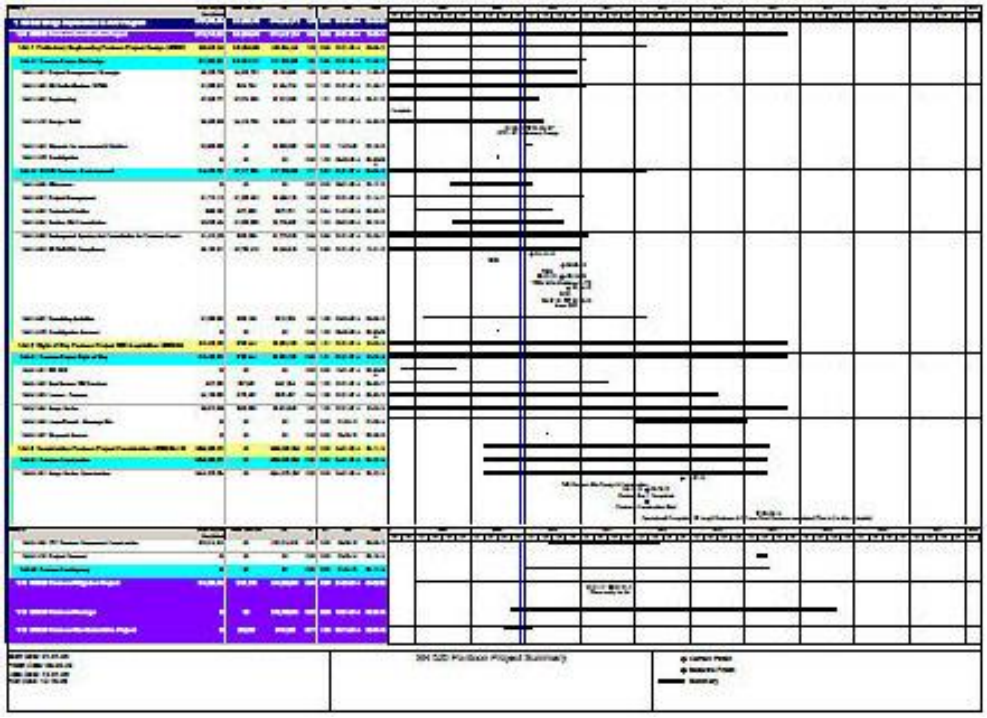


Chart C



22. Maintenance and Operation

Estimate the annual maintenance and operation costs of the project. If applicable, determine any anticipated annual income that may be derived from the project. Refer to the department's LGP Management Guide, Chapter 10 *Project Closeout and Maintenance*.

In the boxes provided below this topic, provide the estimated annual maintenance and operation costs, and identify the entity responsible for project maintenance and operation after construction. Also, indicate where an income will be derived from the project and the proposed use for that income.

Note: Any income derived from the project MUST be used for project maintenance and operation.

A project selected by the commission shall be maintained and operated by the project sponsor for the purpose for which it was approved and funded, and for a period of time that is commensurate with the amount of federal investment in the project. A project selected by the commission shall be dedicated for public use for the greater of: (1) a period that is commensurate with the amount of federal investment in the project; or (2)

- 10 years, if the amount of federal investment in the project is $1 million or less
- 20 years, if the amount of federal investment is more than $1 million.

If at any time the project sponsor can no longer maintain and operate the project for its intended purpose, the project sponsor shall consult with the department and FHWA as to disposal or alternate uses consistent with the project's original intent.

Itemized Budget Section

23. Itemized Construction Cost Estimate

Provide a detailed cost estimate of all construction costs - use appropriate units such as square yards (SY), square feet (SF), linear feet (LF), lump sum (LS), each (EA), etc.

The total amount of TA Set-Aside funds awarded to a project by the commission is fixed, based on the estimated construction budget provided in the nomination form. Therefore, the budget must be comprehensive and consider all phases of construction. Actual construction activities and quantities are expected to be refined during the design phase of project development. To ensure funding is adequate to construct the project, guidance from a professional experienced in Texas, delivering the type and scale of projects similar to the proposed activity is recommended.

The department maintains a list of average low bid unit prices on its website for highway construction projects. Costs are presented in multiple formats allowing the public to evaluate regional and seasonal trends in prices. Visit:
http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html

Most TA Set-Aside projects will be smaller in scale than typical roadway construction projects; consultation with experienced professionals may provide insight regarding cost

differences. Inflation of bid item costs to the year of expenditure MUST be considered. Consult suppliers, construction contractors, or other professionals as needed to develop a comprehensive estimate.

Work activities in the itemized construction cost estimate should demonstrate how the project meets evaluation criteria. For safety projects, items such as pavement markings (e.g., bike lanes, crosswalks, and painted bicycle symbols), traffic calming measures (e.g., speed humps, traffic circles, and pedestrian refuge islands), traffic control devices (e.g. signage, traffic signals, pavement markings, accessible pedestrian signals, pedestrian hybrid beacons, etc.) should be itemized. Projects may include ADA compliant curb ramps, detectable warning panels, driveway modifications, etc. to improve accessibility. Barrier crossing infrastructure could include items such as railroad planks, rehabilitation/modification of existing bridges, or new bridges/culverts for non-motorized users. Material type, construction method (e.g., reinforced concrete, steel beam, wood beam, truss), and dimensions (e.g., length, width and thickness) help demonstrate the use of durable, low maintenance materials. A well-developed budget demonstrates an understanding of the scope of work proposed, as well as material and construction activity costs. This information helps the project sponsor gain a better understanding of the project costs and activities and minimize project overruns.

Note: For funded projects, the project sponsor is responsible for 100% of the cost overruns.

The proposed budget should be inclusive of all stages of construction. Items that should not be overlooked include mobilization, site preparation, erosion control, lighting, and traffic control. For areas where substandard conditions will be upgraded to meet current standards, include costs associated with demolition of deficient elements. Consider environmental mitigation, such as stormwater control or remediation of hazardous conditions (e.g., lead paint removal or stabilization, excavation of contaminated material). Environmental remediation costs not identified in the nomination form and approved as part of a project will not be eligible for federal reimbursement.

Incidental items, such as landscaping, minor drainage improvements, minor environmental mitigation, and minor utility adjustments, may not exceed 30% of the project's total itemized construction budget. In order to be reimbursed by TA Set-Aside funds, these incidental items MUST be included in the Itemized Construction Cost Estimate in the nomination form.

24. Additional Construction-Related Costs

Additional construction-related costs may differ depending on whether the project is let for construction by the project sponsor or by the department. For projects let by the project sponsor, construction engineering and inspection, construction-phase project administration, or contract administration may be appropriate; whereas the project sponsor may have fewer responsibilities for projects let for construction by the department. Additional services supporting construction may be necessary, such as land survey for

right-of-way demarcation, materials testing, permitting, or geotechnical work. Items ineligible for reimbursement should not be included, such as contingency cost, field survey for design, activities associated with right-of-way acquisition (e.g., appraisal, parcel survey, title transfer), or legal services.

25. In-Kind Contributions
    Eligible cost(s) proposed to reduce the Local Government's Cash Match.

    Identify proposed in-kind contribution costs to be incurred by the project sponsor after project selection and after authorization to proceed. An authorized in-kind contribution may include only actual and documented costs incurred by the project sponsor for the development of project plans, specifications, & estimates (PS&E) including environmental documentation. In-kind contributions cannot be used as local match for the department's administrative costs. Provide documentation of estimated in-kind costs.

    Note: In-kind contributions must be reviewed and authorized by the department.

    Label attachments **In-Kind Contributions - Attachment M** - No more than 2 pages.

    If the project sponsor will be hiring a consultant engineer or architect, the hiring process **MUST** meet federal procurement requirements outlined in the LGP Management Guide, Chapter 4 *Preliminary Engineering and Design*. Some of the requirements include TxDOT approval of the procurement process, documentation, and contract. State and federal regulations must be followed in order for costs to be eligible for consideration as an in-kind match.

    The project sponsor will be required to report eligible in-kind expenses using the forms prescribed by the department. Once the local agreement is fully executed, the project sponsor will be required to report in-kind costs quarterly (due in January, April, July, and October for the previous three-month period) up until the time the project is let for construction. For in-kind reporting instructions, visit: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

    If at the time the project is let for construction, the project sponsor's total in-kind contribution is less than the allowable amount identified in the project agreement, then the project sponsor will be required to pay the outstanding in-kind contribution balance in cash.

Budget Summary

26. Project Budget Summary
    The project Budget Summary on page 9 will automatically fill-in total construction costs on lines 1-3, based on the itemized construction costs entered on pages 6 through 8 of the project nomination form. A 15% administrative cost for the department will automatically fill-in on line 4 (based on the *Total Construction Cost Estimate* on line 3).

For projects without in-kind contributions or allowable Economically Disadvantaged Counties Program (EDCP) reduction, the total project cost will automatically fill in on line 5 and the 80% federal and 20% local match will automatically fill in on lines 6 and 7. If no in-kind contributions or EDCP reduction is proposed, then the project sponsor has the option to increase the local match. To increase the local match, click on the percentage shown in the box next to Local Match Required on line 7 and enter an adjustment above 20%. The federal percentage will adjust automatically and the federal and local match participation amounts on lines 6 and 7 will automatically adjust.

For projects eligible for EDCP, in the box on line **8a. Allowable EDCP Adjustment**, click on the down arrow and select the county where the project is proposed; for projects that include multiple counties, identify the county where a majority of the work will be done.

If either (1) an in-kind contribution is entered under topic **25. In-kind Contributions** on page 8 of the nomination form, or (2) an EDCP reduction is requested on line 8a on page 9 of the nomination form, then the local match on line 7 will be fixed at 20%. It may be necessary to click on another page of the nomination form and return to page 9 for the spreadsheet to automatically update.

Note: Not all TA Set-Aside project activities qualify for TxDOT's Economically Disadvantaged Counties Program (EDCP) reduction. Visit TxDOT's EDCP website: http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html.

Discuss potential use of EDCP with the local district office. The department reserves the right to deny an EDCP reduction when the project activities do not qualify.

The Excel nomination form will automatically calculate total project costs, as well as local, state, and federal participation amounts. Review the costs on page 9 in conjunction with the Cost Participation Summary on the top of page 10.

Cost Participation Summary

The cost participation summary for federal, state, local in-kind, local cash participation, and total project value/estimated cost will automatically populate on the top of page 10 of the nomination form.

27. Did the project sponsor complete the checklist in this guide? In the nomination form in the box provided click on the down arrow and select Yes or No.
    Refer to topic **W. Project Nomination Checklist** to complete the checklist.
    Note: This step is recommended not required; however, the project sponsor may include the checklist as part of the nomination package.

    Label as: **Nomination Checklist - Attachment N**

Project Commitment

28. Project Commitment
    By submitting an application, the project sponsor commits to execute the local agreement and forward to the department its local match for plan review within one year of selection. For selected projects, the project sponsor agrees to produce the complete plan set as outlined in topic **21. Project Timeline** or an appropriate timeline agreed upon between the department and the project sponsor and made part of the local agreement.

    Project sponsors are encouraged to discuss anticipated project timelines with their local TxDOT district office prior to submitting the nomination form.

    Note: TA Set-Aside funding is time-sensitive; each project must advance to construction within three years from the date of selection by the commission or the project will be terminated.

    The nomination form must be signed by a representative of the local government who has signature authority. In addition to signing the form, print the signatory's name, title, date, and telephone number.

    The complete project nomination package must be received by the department no later than **5:00 p.m., CDT, on Monday, May 22, 2017.**

G. ALLOWABLE COSTS

Costs are allowable only if they are necessary construction-related project expenditures that are eligible for reimbursement under applicable statutes and regulations. The costs of preliminary engineering, including planning, design, and preparation of construction plans, specifications, estimates, and the environmental document are not allowable costs. Eligible pre-construction costs incurred by the department are reimbursable (e.g. department review of design and environmental documentation). All other pre-construction costs are the responsibility of the project sponsor. Expenditures for routine operation and maintenance are not allowable costs unless specifically allowed under the individual federal category for which the project qualifies.

H. LOCAL FUNDING MATCH

The local funding match is a cash match or a combination of cash and in-kind contributions provided by or through the project sponsor. An in-kind contribution may include only actual, documented costs incurred by the project sponsor for the development of project plans, specifications, and estimates, including environmental documentation.

- Costs incurred prior to execution of the local agreement or prior to federal and state approval and authorization to proceed are not eligible for consideration as in-kind contributions.

- Funds from other federal programs may be used as local funding match only when specifically authorized by federal law or regulation.
- Donated services may not be accepted as local funding match, but may be used to reduce the overall cost of the project.
- If a project selected by the commission is implemented by the department, the project sponsor must provide the local funding match prior to the commencement of project activities for each phase of work as outlined in the local agreement.
- Projects selected by the commission will include an administrative fee for the cost of department oversight. The local funding match associated with the department's administrative cost must be provided in cash.

I. ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM (EDCP)

If the project is located in a county that has been certified by the commission as an economically disadvantaged county, the nomination package for those projects eligible for relief may include a request for adjustment to the minimum local funding match requirement. If an adjustment is granted, the adjustment percentage in effect for the county at the time the program call is initiated will be used. The county must remain eligible for the adjustment until the date the project sponsor enters into the local agreement for a project awarded as a result of the 2017 TA Set-Aside Call for Projects.

The Budget Summary (page 9) of the TA Set-Aside Nomination Form includes identification of counties that may be eligible for the department's Economically Disadvantaged Counties Program reduction. In the box next to **Allowable EDCP Adjustment**: click on the down arrow and select the county where the project is proposed; for projects that include multiple counties, identify the county where a majority of the work will be done. The county may or may not be eligible for an EDCP reduction. If the project is eligible and authorized for funding, department staff will assist the project sponsor to complete and submit a separate application to the department's Economically Disadvantaged County Program to receive approval for EDCP funding. EDCP approval is needed prior to execution of the local agreement.

For current EDCP guidance visit:
http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html

J. ADDITIONAL PROGRAM INFORMATION

This topic includes information that may not be covered in the nomination form or is repeated here for emphasis. In addition, review the department's TA Set-Aside program rules at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

1. The commission will select TA Set-Aside projects through a competitive process administered by the department.
2. The local agreement must be executed by the project sponsor within one year from the date of selection by the commission or risk loss of federal funding.
3. The commission will specify a fixed amount of TA Set-Aside funding for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds through the TA Set-Aside Program in subsequent program calls; however, 2017 funded projects MUST be let for construction within three years from date of selection by the commission or the project will be terminated.
4. Projects, or substantially similar projects, submitted in an MPO-administered TA Set-Aside Call for Projects, are not eligible for consideration in the department's 2017 TA Set-Aside Call for Projects.
5. Proposed improvements may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).
6. Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **MUST have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer;** this consent cannot be delegated down.
7. In the department's 2017 TA Set-Aside Call for Projects, federal TA Set-Aside funds are available for construction only. Costs <u>not</u> eligible for federal reimbursement include, but are not limited to, the following:
    - Planning activities
    - Preliminary engineering and design, including preparation of construction plans, specifications, and estimates (PS&E)
    - Environmental documentation
    - Environmental mitigation (unless incidental to the project and approved as part of the project scope and itemized budget)
    - Utility adjustments (unless incidental to the project and approved as part of the project scope and itemized budget)
    - Landscape improvements (unless incidental to the project and approved as part of the project scope and itemized budget)
    - Planning survey work for design and/or ROW acquisitions
    - Acquisition of right-of-way and other property purchases
8. In-kind contribution(s) must be determined eligible by the department and FHWA. In-kind contributions proposed as matching funds for construction must be clearly identified in the

2017 TA Set-Aside nomination form (page 8) at the time of project submission. The project sponsor must provide an estimate of proposed in-kind costs to be incurred. No substitutions or additional in-kind contributions will be considered after the TA Set-Aside project nomination deadline has expired.

9. In-kind contributions and EDCP reduction cannot be applied to the local match for the department's administrative costs.
10. Donated services may not be accepted as a local funding match but may be used to reduce the overall project cost.
11. Private cash donations may be accepted, if authorized by law.
12. A project that will require the acquisition of real property through the exercise of eminent domain or condemnation is not eligible for the department's 2017 TA Set-Aside Call for Projects.
13. Whether proposed as an independent project or as an element of a larger transportation project, the project must be limited to a logical unit of work and be constructible as an independent project.
14. Federal guidance states that "*projects must be principally for transportation rather than purely recreational and must have logical endpoints.*" (For example, if a project proposes a looped trail system within a city park, this would be considered recreational and would not be eligible for consideration.)
15. If any activity/element in a project nomination fails to meet federal and state requirements, the activity/element will not be considered eligible for reimbursement or as an in-kind contribution towards local match. A project construction budget must have a minimum of 75% of its cost items eligible for reimbursement in order to remain in competition. Ineligible items will not be funded. The project sponsor will need to demonstrate a willingness and ability to pay ineligible costs or demonstrate that the TA Set-Aside project is constructible as an independent project without the ineligible items.
16. The total amount necessary for incidental construction activities (such as minor utility adjustment, minor drainage modification, minor environmental mitigation, landscape placement/restoration, etc.) may not exceed 30% of the project's total itemized construction budget.
17. Department policy dictates that lighting on state-maintained right-of-way for adjacent paths must be adequate to illuminate the roadway system. It is essential that the project sponsor consult with the department's district personnel to make sure that the project budget allows for this additional cost and that the proposed lighting meets the department's requirement. Refer to section **R. TxDOT District Map** and section **S. TxDOT District TAP/TASA Coordinators** for district contact information.
18. For projects within the boundaries of an MPO, project sponsors must obtain a letter from the MPO indicating the MPO's willingness to include the project in the local TIP. Early coordination with the MPO is strongly recommended.
19. Additional interagency coordination may be necessary. Most agencies request a minimum of 30 days to review a project proposal and provide a letter of support. Contact agencies

early to allow sufficient time to acquire any supporting documentation that may be required/desired as part of a project nomination package.

K. IMPORTANT PROGRAM DATES

- **January 27, 2017** – The department's Transportation Alternatives Set-Aside (TA Set-Aside) Call for Projects published in the Texas Register. The TA Set-Aside 2017 Program Guide and Nomination Form are available for downloading at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

- **February 7, 2017 through March 9, 2017** – Statewide TA Set-Aside Program workshops conducted by department staff. Attendance is open to potential project sponsors and interested parties at no cost. Refer to topic **L. 2017 TA Set-Aside Workshop Schedule** in this guide.

- **May 22, 2017 (5:00 PM CDT)** – Submission deadline for project nomination(s) to the department. Nominations MUST be submitted to the department via the department's online dropbox. Nominations MUST be received by the department on or before **May 22, 2017 at 5:00 p. m. CDT.** No exceptions will be granted. Refer to topic **N. Submittal Deadline & Delivery Requirements** in this guide.

- **May - August 2017** – TA Set-Aside project evaluation by the department. The department will evaluate all TA Set-Aside projects submitted at one time.

- **Fall 2017** – Proposed selection of TA Set-Aside projects by the commission.

L. 2017 TA SET-ASIDE WORKSHOP SCHEDULE

TxDOT Districts will host workshops throughout the state to provide information and guidance on its **TA Set-Aside Program Call for Projects**. Potential project sponsors, consultants, and others interested in the program are invited to attend any scheduled workshop listed below. Registration is not required; however, a courtesy call to the District TA Set-Aside Coordinator identified below will allow us to plan for attendees. If special accommodations are needed, please contact the responsible District TA Set-Aside Coordinator at least five business days in advance of the meeting. Click the TA Set-Aside Coordinator's name to send an email. The workshop location map on the following page includes a web link to an interactive map providing workshop details. The map allows the viewer to zoom in and see the project location in relation to smoothed urbanized area boundaries of TMAs and state-maintained roadways.

February 7, 2017 (1:30PM – 4:30PM)
TxDOT San Angelo District Office, Bldg E Training Rm
4502 Knickerbocker Rd, San Angelo, TX 76904
Coordinator: Kristan Hereford (325) 947-9242

February 8, 2017 (9:00AM – 12:00PM)
TxDOT Abilene District Office, Media Room
4250 North Clack, Abilene, TX 79604
Coordinator: Kristi Harwell (325) 676-6811

February 9, 2017 (1:30PM – 4:30PM)
TxDOT Paris District Office, District Training Center
1365 North Main Street, Paris, TX 75460
Coordinator: Sydney Newman (903) 737-9285

February 10, 2017 (9:00AM–12:00 & 1:30PM–4:30)
North Central Texas Council of Governments
Transportation Council Meeting Room
616 Six Flags Dr., Centerpoint Two
Arlington, TX 76011
Coordinator: TxDOT Fort Worth District
Phillip Hays (817) 370-6591

February 14, 2017 (9:00AM – 12:00PM)
Nacogdoches County Exposition & Civic Center
3805 NW Stallings Drive, Nacogdoches, TX 75964
Coordinator: TxDOT Lufkin District
Jennifer Adams (936) 633-4383

February 15, 2017 (8:00AM – 12:00PM)
TxDOT Beaumont District Office, Dist Assembly Rm
8350 Eastex Freeway, Beaumont, TX 77708
Coordinator: Lisa Collins, P.E. (409) 898-5816

February 16, 2017 (9:00AM – 11:30PM)
Jourdanton Library
1101 Campbell Ave., Jourdanton, TX 78026
Coordinator: TxDOT San Antonio District
Mark Mosley (210) 615-5812

February 16, 2017 (2:30PM – 5:00PM)
Kronkosky Center
17 Old San Antonio Rd, Boerne, TX 78006
Coordinator: TxDOT San Antonio District
Mark Mosley (210) 615-5812

February 22, 2017 (9:00AM – 12:00PM)
TxDOT Corpus Christi District, Bldg 2 Regional Trng Ctr
1701 So Padre Island Dr, Corpus Christi, TX 78416
Coordinator: Jason Alvarez (361) 808-2495

February 23, 2017 (9:00AM – 12:00PM)
TxDOT Pharr District Office, Conference Center
600 West Interstate 2, Pharr, TX 78577
Coordinator: Joseph Leal (956) 702-6247

February 24, 2017 (9:00AM – 12:00PM)
TxDOT Laredo District Office, Large Meeting Room
1817 Bob Bullock Loop, Laredo, TX 78043
Coordinator: Gustavo Elizondo (956) 712-7462

February 27, 2017 (9:00AM – 12:00PM)
TxDOT Yoakum District Office, Training Room A
403 Huck Street, Yoakum, TX 77995
Coordinator: Barbara Grahmann (361) 293-4371

March 1, 2017 (9:00AM – 12:00PM)
TxDOT Odessa District Office, Large Conference Room
3901 East US Hwy 80, Odessa, TX 79761
Coordinator: Kelli Williams (432) 498-4752

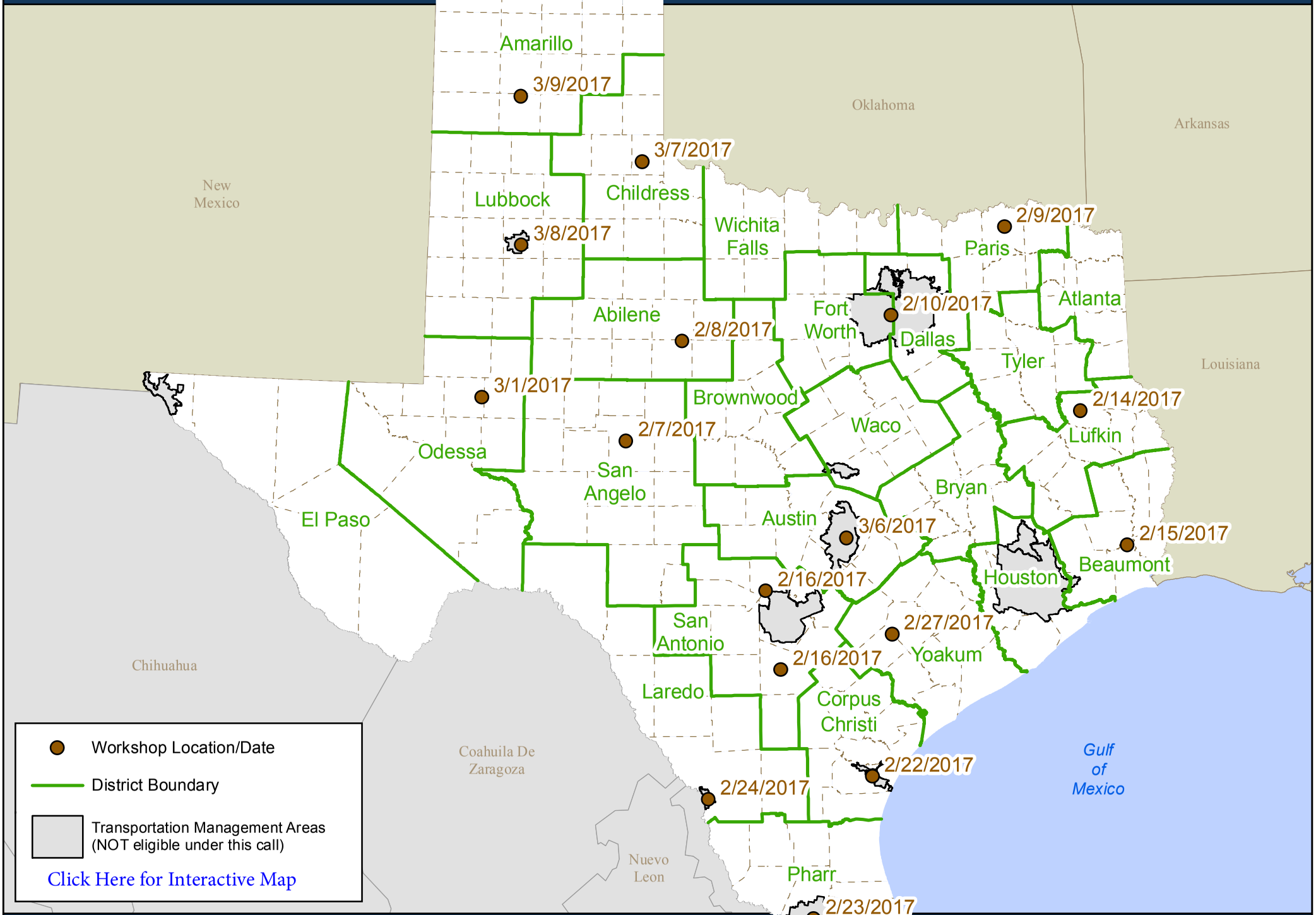
March 6, 2017 (9:00AM – 12:00PM)
TxDOT Austin District Office, Bldg 7 Hearing Room
7901 North IH 35, Austin, TX 78753
Coordinator: Angela Gil (512) 832-7109

March 7, 2017 (9:00AM – 12:00PM)
TxDOT Childress District Office, Bldg A Training Room
7599 US 287, Childress, TX 79201
Coordinator: Chris Reed (940) 937-7251

March 8, 2017 (9:00AM – 12:00PM)
TxDOT Lubbock District Hdqtrs, Windmill Conf Rm
135 Slaton Road, Lubbock, TX 79404
Coordinator: Kylan Francis (806) 748-4490

March 9, 2017 (9:00AM – 12:00PM)
TxDOT Amarillo District Office, Bldg H Conference Ctr
North and South HR Conference Rooms
5715 Canyon Drive, Amarillo, TX 79110
Coordinator: John Wimberley (806) 356-3249

2017 Transportation Alternatives Set-Aside Workshops



Texas Department of Transportation
Transportation Planning and Programming Division
Data Analysis, Mapping and Reporting Branch
January 12, 2017

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Texas Department of Transportation
Notice
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Texas Department of Transportation

M. PROJECT SUBMITTAL DEADLINE/DELIVERY INSTRUCTIONS

On January 27, 2017, the department announced a Call for Projects under the TA Set-Aside Program in the *Texas Register*. Project nominations must be submitted in the form prescribed by the department in accordance with the program rules and this program guide. The complete project nomination package must be received by the department, via TxDOT's Dropbox, no later than **5:00 p.m., CDT, on Monday, May 22, 2017.** A complete nomination form, with attachments, is required for each TA Set-Aside project proposed. Supporting documents must be in 8 ½" X 11" formats. Label nomination attachments in the upper right hand corner as outlined in this guide and in the nomination form. The 2017 TA Set-Aside Nomination Form is available at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

Note: The department recommends submitting project nomination(s) to TxDOT's Dropbox early to ensure delivery before the submission deadline.

Project Nomination Package:

1. The original 2017 TA Set-Aside Nomination Form completed in Microsoft Windows Excel 2010 (.xlsm) and delivered to the department in its original 2010.xlsm format.
   Deliverable: **One Excel File in its original format**.
2. The completed TA Set-Aside 2017 Nomination Form (pages 1-10) plus all of the nomination's supporting documents converted to an Adobe Portable Document Format (PDF) and combined into one complete file. The complete PDF file MUST include a copy of page 10 of the nomination form signed by the local government. (Note: All original documents must be provided in a color Adobe PDF format 8 ½" X 11".)
   Deliverable: **One complete PDF file in color** (10-page 2017 TA Set-Aside project nomination form plus attachments).

Project Submission to the Department:

The complete TA Set-Aside project nomination package (Excel file plus PDF file) must be submitted to TxDOT using the department's online dropbox.

Dropbox Instructions:

Access TxDOT's online dropbox at: https://ftp.dot.state.tx.us/dropbox/?action=mainmenu
The above web address is provided as a hyperlink in the PDF version of this program guide. On the Dropbox landing page (rectangular tabs on the left side) click the **Drop-off** rectangle and enter the information requested.

1. Information about the Sender
   Your Name:
   Your Organization:
   Your email address:

a. **Within Box 1 at the bottom, be sure a check mark appears in front of the line reading:** *"Send an email to me when the recipient picks up the file(s)"*

2. <u>Information about the Recipient</u>
   Name: TA Set-Aside Manager
   Email: PTN_PlanningandTechSppt@txdot.gov

3. <u>Choose the File(s) you would like to upload</u>
   Use the Browse button to locate the files on your computer to open and load.
   a. Submit only one project nomination per Dropbox submission.
   b. You should only upload two files per project nomination package (one Excel file and one PDF file); refer to previous section for details.
   c. Once the two files are attached, click the **Drop-off the File(s)** button located at the bottom in Box 3.

Once you have clicked the **Drop-off the File(s)** button, you will be directed to a completion page with confirmation information, including the date and time of your drop-off. The confirmation may take a few minutes to process. **Save a copy of the confirmation page for your records**. The confirmation page may be requested by the department in the event there are questions concerning project submission(s). Again, submit only one complete TA Set-Aside project nomination package per Dropbox submission.

The drop-off confirmation does not constitute receipt of the files. You will receive an automatic follow-up email when the files are retrieved from Dropbox by the department's representative. **The follow-up email will be your confirmation that the files were officially received by the department**. If you do not receive a follow-up confirmation email within a few days, verify the package was submitted to the correct email address and contact the department's TA Set-Aside Program Manager. Refer to **S. TxDOT District/Division TA Set-Aside Coordinators**, as needed.

N. SELECTION OF TA SET-ASIDE PROJECTS BY THE TEXAS TRANSPORTATION COMMISSION

The commission, by written order, will select projects for funding under the TA Set-Aside Program based on:

1. Recommendations from the director of the division responsible for administering the TA Set-Aside Program
2. The project's potential benefit to the state
3. The project's potential to enhance the surface transportation system

The commission is not bound by project recommendations provided by the department. The commission will specify a fixed amount of TA Set-Aside funds for each project selected. Project

costs in excess of this are the responsibility of the project sponsor. The department will notify the sponsors of selected projects.

O. PROJECT ELIMINATION

A project will be eliminated from participation in the TA Set-Aside Program if, prior to the execution of the local agreement, the governing body of a municipality or county in which project activities are proposed, by resolution, order, or other official action, notifies the department of its opposition to the project.

The executive director may eliminate a project or a portion of a project from participation in the TA Set-Aside Program if:

- The project sponsor fails to meet requirements established in the TA Set-Aside rules
- Implementation of the project would involve significant deviation from the activities proposed in the nomination package and approved by the commission
- The project sponsor withdraws from participation in the project
- A local agreement is not executed between the local entity and the department within one year after the date that the commission selected the project
- A construction contract has not been awarded or construction has not been initiated within three years after the date that the commission selected the project
- The executive director determines that federal funding may be lost because the project has not been implemented or completed

P. FINDING OF INELIGIBILITY AND REQUEST FOR RECONSIDERATION

The department will notify the project sponsor of ineligible activities proposed and the reason for the determination by certified mail, return receipt requested. A request for reconsideration may be initiated only by a letter from the project sponsor (setting forth reasons in support of a finding of eligibility) to the department's executive director. The letter requesting reconsideration MUST be received by the department no later than 15 days after the day that the project sponsor received the department's notification of ineligibility, as established by the certified mail return receipt. A request for reconsideration MUST be mailed to the executive director:

To:	TxDOT Executive Director 125 E. 11th Street Austin, Texas 78701	Copy To:	TXDOT – PTN Director 125 E. 11th Street Austin, Texas 78701

The determination of the executive director in response to a project sponsor's request for reconsideration will be final.

Q. PROJECT IMPLEMENTATION

The project sponsor shall implement or arrange for implementation of each project selected by the commission in accordance with statutory requisites and contracting procedures applicable to the type and character of the project. In accordance with 23 CFR 635.105, TxDOT ensures that a project sponsor "is adequately staffed and suitably equipped to undertake and satisfactorily complete" a project and therefore the department, in its sole discretion, may decide to perform certain phases or otherwise complete a project on behalf of a project sponsor. In rare instances, the department, in its sole discretion, may agree to implement a project on behalf of a project sponsor. All projects shall be developed to current standards and specifications established or recognized by the federal government, the department, and the TA Set-Aside rules.

Adding TA Set-Aside projects to the Statewide Transportation Improvement Program (STIP)

If a project selected by the commission is to be implemented in a metropolitan area, the department will request that the Metropolitan Planning Organization (MPO) for that area immediately begin the process required to include the selected project in its TIP; however, **it is the project sponsor's responsibility to make sure the project is included in the MPO's local TIP**. For projects in population areas outside the boundaries of an MPO, the department will immediately begin the process to include projects in its rural TIP and STIP. Projects must be identified in the MPO's TIP or in the department's rural TIP before the project can be added to the STIP. The STIP is updated quarterly and requires FHWA approval.

Execution of local agreement with the department

All TA Set-Aside project sponsors must enter into a local agreement with the department and comply with all federal and state procedures applicable to development of federal-aid transportation projects. The local agreement must be executed by the project sponsor within one year of the date of selection by the commission or risk loss of federal funding.

Development of the local agreement can begin immediately after project selection; however, TA Set-Aside projects must be identified in the federally approved STIP before the department can fully execute the local agreement for the project. As part of the agreement process, a determination will be made as to whether the project's construction letting (advertisement for bids and contract management) will be done by the department or by the project sponsor. At the department's discretion, TA Set-Aside projects on the state highway system may be let for construction by the department. However, a majority of the TA Set-Aside projects are expected to be off-system (not on state-maintained right-of-way). Project sponsors of off-system projects may seek department authorization for a local construction letting of their project(s).

In accordance with federal and state rules, the department will perform a Local Government Risk Assessment to determine the project sponsor's qualifications to perform one or more elements of the project development process. For additional information refer to: http://www.txdot.gov/government/programs/local-government-projects.html.
This determination dictates many subsequent steps in the project development process. A project sponsor requesting a local construction letting will need to demonstrate adequate cash flow to

accommodate the payment of 100% of construction costs pending reimbursement of up to 80% of allowable costs. The department's local district office will make the final letting determination after consultation with division staff and the project sponsor.

Regardless of whether the project is let for construction by the department or by the project sponsor, the department will have oversight responsibilities and will incur administrative costs associated with project development, plan review (generally conducted at 30, 60, 90, and 100% complete), and construction oversight. The Budget Summary, on page 9 of the TA Set-Aside nomination form, automatically adds 15% for the department's administrative costs, based on the total estimated cost for construction. The department's administrative costs are eligible for federal reimbursement up to 80%.

> Example:
> A project with an estimated construction cost of $1,000,000 with 80% federal funding and a 20% local match, will have a 15% administration cost of $150,000, which will be added to the total project cost. The local government would be responsible for 20% of the administrative cost. The 20% local match for a $150,000 administrative cost would be $30,000. The local match for administrative costs must be paid in cash.

Local deposit to the department for review of Plans, Specifications, and Estimates (PS&E)

As outlined in the local agreement, the project sponsor will be required to advance the local match for engineering review in cash within 30 days of signing the local agreement. The department will not begin project reviews until the cash advance is received.

Federal Project Authorization and Agreement (FPAA)

The department is responsible for securing the federal funding for each phase of work. The environmental document must be cleared and the construction plans complete before the department submits an FPAA to FHWA to obligate the federal funding for construction.

Construction letting by the project sponsor

If the project sponsor is authorized for a local construction letting, then the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement through the department for up to 80% of allowable costs incurred. Allowable costs will be reviewed and approved by the department.

To be eligible to administer a federally funded project, the project sponsor must have a "Qualified" person actively performing project activities and project implementation who has completed the department's *Local Government Project Procedures* (LGPP) training taught through the department. Before the project sponsor can advertise for construction bids, the project must have environmental clearance (in accordance with current department procedures) and the project sponsor MUST have a state letter of authority from the department to proceed. For state and federal guidance, refer to the department's Local Government Project Management Guide at: http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf.

Construction letting by the department

If the project is let for construction by the department, the outstanding local match and 100% of any estimated cost overages will be due to the department 60 days prior to advertising for construction.

Note: The project sponsor is not required to have LGPP training if the department will be advertising and letting the project for construction, unless the project sponsor is using PS&E development and environmental documentation as an in-kind contribution towards construction.

Contractor for construction

The construction contractor will be chosen through a competitive bidding process approved by the department. The construction contract will be awarded to the lowest responsive and responsible bidder, in accordance with 23 CFR Part 635.

Note: The department has oversight and monitoring responsibilities for transportation projects when project costs are wholly or partially paid using FHWA or state transportation funds.

Scope modifications

Projects must be developed as approved by the commission. Any change to the scope of work specified in the nomination package and approved by the commission must have the advance written approval of the executive director. Changes in items of work or project scope that occur without advance departmental approval will not be reimbursed.

Payment of costs

If the project sponsor is authorized for a local construction letting, the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement through the department of up to 80% of the allowable costs incurred. A project sponsor MUST use the forms and procedures specified by the department to request reimbursement of allowable costs incurred. The department will submit all requests for reimbursement of allowable costs to FHWA. For locally let projects, the entire project cost is borne by the project sponsor until reimbursement can be obtained from FHWA for eligible activities.

Costs incurred prior to the inclusion of the project in the STIP, execution of the local agreement, or prior to federal and state approval and authorization to proceed are not eligible for federal reimbursement.

Project inspection and acceptance

Upon completion of construction, the project sponsor must have a Professional Engineer registered in Texas certify that the project was constructed in substantial compliance with project specifications and requirements. The department is responsible for the inspection and final acceptance of all projects selected by the commission and for certification of project completion. If the project sponsor does not complete the project as originally approved by the commission, the department may seek reimbursement of the expended federal funds from the sponsor.

Right-of-Way (ROW)

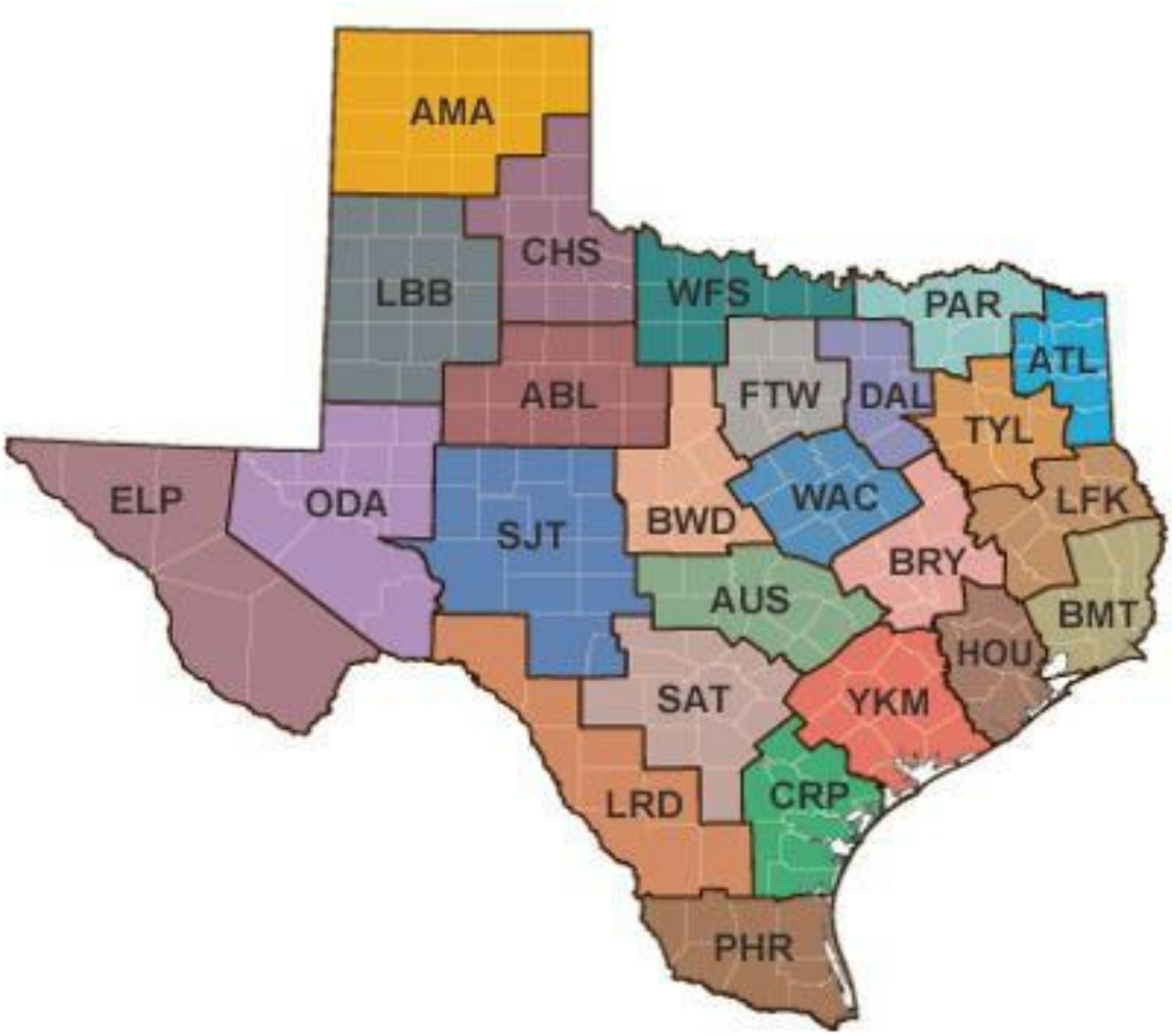
If a project is proposed on state right-of-way, the project sponsor is responsible for securing a land-use permit (e.g. multiple use agreement) from the department prior to construction.

Period of Performance End Date

The period of performance end date is required to be included in the local agreement, after which time additional costs incurred are not eligible for reimbursement. Recipients are required to submit all eligible incurred costs and required performance and financial reports or project records specified in the local agreement or stewardship and oversight procedures within 90 days after the agreement end date. The project should be closed within one year after receipt and acceptance of all required final reports.

R. TXDOT DISTRICT MAP

To locate the TxDOT District Office in your area, visit http://www.txdot.gov/inside-txdot/district.html. The state map at this website includes hyperlinks to TxDOT's 25 district office websites. Click on the project county and the hyperlink will redirect to the web page of the TxDOT district that includes that county. Take note of the full name of the **TxDOT District Office** that appears at the top of the online district landing page. On the following page in this guide, use the TxDOT district name to identify the local **TA Set-Aside Coordinator** for that district.



S. TXDOT DISTRICT/DIVISION TA SET-ASIDE COORDINATORS

TxDOT's District TA Set-Aside Coordinator (may be referred to as TASA Coordinators) will be your first point-of-contact to discuss TxDOT's 2017 TA Set-Aside Call for Projects and the project nomination process. Click the TA Set-Aside Coordinator's name to send an email.

Abilene District Office
Kristi Harwell
4250 North Clack
Abilene, TX 79604-0150
(325) 676-6811

Amarillo District Office
John Wimberley
5715 Canyon Drive
Amarillo, TX 79110-7368
(806) 356-3249

Atlanta District Office
Deanne Simmons
701 East Main
Atlanta, TX 75551
(903) 799-1308

Austin District Office
Angela Gil
7901 North IH 35
Austin, TX 78753
(512) 832-7109

Beaumont District Office
Lisa Collins, P.E.
8350 Eastex Freeway
Beaumont, TX 77708
(409) 898-5816

Brownwood District Office
Andrew Chisholm
2495 Hwy. 183 North
Brownwood, TX 76802
(325) 643-0442

Bryan District Office
Allison Kurwitz
2591 N. Earl Rudder Freeway
Bryan, TX 77803-5190
(979) 778-9788

Childress District Office
Chris Reed
7599 US 287
Childress, TX 79201-9705
(940) 937-7251

Corpus Christi District Office
Jason Alvarez
1701 South Padre Island Drive
Corpus Christi, TX 78416 (361) 808-2495

Dallas District Office
Godfrey Sendawula
4777 East Highway 80
Mesquite, TX 75150
(214) 320-6266

El Paso District Office
Blanca Serrano-Rivera
13301 Gateway Blvd West
El Paso, TX 79928
(915) 790-4328

Fort Worth District Office
Phillip Hays
2501 SW Loop 820
Fort Worth, TX 76133
(817) 370-6591

Houston District Office
Ana Ramirez Huerta
7600 Washington Avenue
Houston, TX 77007
(713) 802-5810

Laredo District Office
Gustavo Elizondo
1817 Bob Bullock Loop
Laredo, TX 78043
(956) 712-7462

Lubbock District Office
Kylan Francis
135 Slaton Road
Lubbock, TX 79404-5201
(806) 748-4490

Lufkin District Office
Jennifer Adams
1805 North Timberland
Lufkin, TX 75901
(936) 633-4383

Odessa District Office
Kelli Williams
3901 East US Hwy. 80
Odessa, TX 79761
(432) 498-4752

Paris District Office
Sydney Newman
1365 North Main Street
Paris, TX 75460-2697
(903) 737-9285

Pharr District Office
Joseph Leal
600 West Expressway 83
Pharr, TX 78577-1717
(956) 702-6247

San Angelo District Office
Kristan Hereford
4502 Knickerbocker Road
San Angelo, TX 76904
(325) 947-9242

San Antonio District Office
Mark Mosley
4615 N.W. Loop 410
San Antonio, TX 78284-3601
(210) 615-5812

Tyler District Office
Mary Fletcher
2709 West Front Street
Tyler, TX 75702
(903) 510-9246

Waco District Office
Kris Long
100 South Loop Drive
Waco, TX 76704-2858
(254) 867-2763

Wichita Falls District Office
Darell Johnson, P.E.
1601 Southwest Parkway
Wichita Falls, TX 76302-4906
(940) 720-7840

Yoakum District Office
Barbara Grahmann
403 Huck Street
Yoakum, TX 77995-2973
(361) 293-4371

Public Transportation Division (PTN):
Teri Kaplan
TxDOT - PTN
TAP/TASA Program Manager
125 E. 11th Street
Austin, TX 78701
(512) 486-5973

T. BIKEWAY TERMINOLOGY

Shared Roadway – 2012 AASHTO Definition: *"A roadway that is open to both bicycle and motor vehicle travel."*

2011 Texas MUTCD Definition: "*A roadway that is officially designated and marked as a bicycle route, but which is open to motor vehicle travel and upon which no bicycle lane is designated*."

A Signed Shared Roadway shall include posted bike route signs & may include pavement markings.

Bicycle Lane - 2012 AASHTO and 2011 Texas MUTCD Definitions are the same: *"A portion of a roadway that has been designated for preferential or exclusive use by bicyclists by pavement markings and, if used, signs.* However, AASHTO definition includes: *"It is intended for one-way travel, usually in the same direction as the adjacent traffic lane, unless designated as a contra-flow lane."*

Note: May include **BikeStripe** infrastructure. For guidance, refer to:
http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

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Shoulder - 2012 AASHTO Definition:

"The portion of roadway contiguous with the travel way that accommodates stopped vehicles, emergency use, and lateral support for sub base, base, and surface course. Shoulders, where paved, are often used by bicyclists."

A Signed Shoulder Bike Route shall include posted bike route signs and may include pavement markings.

Shared Use Path - 2012 AASHTO and 2011 Texas MUTCD Definitions are basically the same:

"A bikeway outside the traveled way and physically separated from motor vehicle traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way or within an independent alignment. Shared use paths may also be used by pedestrians (including skaters, users of manual and motorized wheelchairs, and joggers) and other authorized motorized and non-motorized users. Most shared use paths are designed for two-way travel."

Cycle Track –Defined by the National Association of City Transportation Officials (NACTO) in 2011:

"A Cycle Track is an exclusive bicycle facility that has elements of a separated path and on-road bike lane. A Cycle Track, while still within the roadway, is physically separated from motor traffic and is distinct from the sidewalk."

U. WEBLINKS

TxDOT's 2017 TA Set-Aside Call for Projects contains program information, including the Program Rules, Program Guide, Nomination Form, In-Kind Contribution Guidance, Detailed Project Timeline Examples, and other program related downloads at:
http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

2017 TA Set-Aside Workshops Interactive Map:
http://maps.dot.state.tx.us/AGO_Template/TxDOT_Viewer/?appid=9772fb8e53a9400b9c4578bb0494ecf5

TxDOT's Project Submission Dropbox: https://ftp.dot.state.tx.us/dropbox/?action=mainmenu

TA Set-Aside Rules (Texas Administrative Code, Title 43, Chapter 11, Subchapter G):
http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=11&sch=G&rl=Y

TxDOT's Local Government Projects Office (LGP):
http://www.txdot.gov/government/programs/local-government-projects.html

LGP Toolkit: http://txdot.gov/government/processes-procedures/lgp-toolkit.html

Project Risk Assessment: http://ftp.dot.state.tx.us/pub/txdot/lgp/funding/guidance.pdf

Project Management Guide: http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf

Local Government Project Procedures Training and Qualification:
http://www.txdot.gov/government/programs/local-government-projects/training.html

TxDOT Environmental Resources:

Environmental Handbook for Categorical Exclusions: http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/610-01-gui.pdf

Environmental Handbook for Environmental Assessments: http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/620-05-gui.pdf

TxDOT's Environmental Compliance Toolkits: http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html

TxDOT's Local Government Project Management Guide, Chapter 5:
http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf

TxDOT's Scope Development Tool (for environmental documentation): http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/nepa.html

TxDOT's Right of Way Manual Vol 2:
http://gsd-ultraseek/txdotmanuals/acq/advance_acquisition_of_right_of_way_for_lpa.htm

TxDOT's Average Low Bid Unit Prices:
http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html

TxDOT's Economically Disadvantaged Counties Program (EDCP):
http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html

TxDOT District Office Information: http://www.txdot.gov/inside-txdot/district.html

U.S. Census Information:
http://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/geographic_resources/
2010 Decennial Population https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

Adventure Cycling Association, US Bicycle Route System (USBRS):
http://www.adventurecycling.org/routes-and-maps/us-bicycle-route-system/national-corridor-plan/

FHWA TA Set-Aside Guidance:
http://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm

AASHTO Guide for the Development of Bicycle Facilities: http://www.transportation.org/
https://bookstore.transportation.org/item_details.aspx?ID=1943

NACTO Urban Bikeway Design Guide:
http://nacto.org/publication/urban-bikeway-design-guide/

NACTO Urban Street Design Guide:
http://nacto.org/publication/urban-street-design-guide/

Texas Accessibility Information - TDLR: https://www.tdlr.texas.gov/

ADA Standards for Accessible Design: www.ada.gov

V. DEFINITIONS

AFA – Advance Funding Agreement

AASHTO – American Association of State Highway and Transportation Officials

Bikeway terminology – See Section T of this guide

Commission - Texas Transportation Commission

Department – Texas Department of Transportation (TxDOT)

Executive director – The executive director of the Texas Department of Transportation or the executive director's designee

FHWA – Federal Highway Administration

FPAA – Federal Project Authorization and Agreement

Local Agreement – An agreement between the project sponsor and the department which includes a commitment for the required local funding, describes the total scope and course of project activities, and outlines the responsibilities and duties of the participants.

Metropolitan Planning Organization (MPO) – The organization or policy board of an organization created and designated under 23 U. S. C. §134, and 49 U. S. C. §5303 to make transportation planning decisions for the metropolitan planning area and carry out the metropolitan planning process.

Project – An undertaking to implement or construct an eligible activity at a specific location or locations, or, if the context so implies, the particular activity so implemented or constructed.

Project sponsor – An eligible entity as described by 23 U.S.C. §113(h), that nominates a particular project for consideration, exercises jurisdiction over the geographic area in which that project is located, and commits to the project's development, implementation, construction, maintenance, management, and financing.

State – The State of Texas or any of its political subdivisions

Statewide Transportation Improvement Program (STIP) – A four year short-range program developed by the department as a compilation of all metropolitan transportation improvement programs, together with rural transportation improvement programs, that include recommendations from rural planning organizations and department districts for the areas of the state that are outside of the boundaries of a metropolitan planning organization, including transportation between cities.

Surface transportation system – An interconnected surface transportation network for moving people and goods using various combinations of transportation modes

TDLR – Texas Department of Licensing and Regulation

Transportation Improvement Program (TIP) – A short-range program developed by each metropolitan planning organization in cooperation with the department and public transportation operators that covers a four-year period and contains a prioritized listing of all projects proposed for federal funding, and regionally significant projects proposed for state, federal, and local funding in a metropolitan area.

Transportation Management Area – FHWA defines TMAs as "all urbanized areas (UZAs) with populations greater than 200,000 as determined by the 2010 Census"

TxDOT – Texas Department of Transportation

W. PROJECT NOMINATION CHECKLIST

Project sponsors MUST utilize and complete the 2017 TA Set-Aside Project Nomination Form in Microsoft Windows Excel (.xlsm) format to submit a project nomination in the department's Call for TA Set-Aside Projects. Download the nomination form from the department's website at: http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html

Below is a list of required attachments that MUST be included as part of the TA Set-Aside 2017 project nomination package and additional attachments that may be necessary. The need for *additional attachments* should be determined by the characteristics of the project, its location, and the status of project development. In addition to submitting the completed nomination form in Excel, the project sponsor MUST provide a single color PDF to include the completed nomination form, a signed copy of the signature page (page 10 of the nomination form), all required attachments, and any necessary optional attachments.

Required attachments:

- Project Details – **Attachment B**
- Certification of LG Funding – **Attachment C**
- Public Involvement/Support – **Attachment E**
- Property Ownership/Acquisition – **Attachment G**
  - Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway MUST have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer, this cannot be delegated down.
- Project Timeline – **Attachment L**

Additional attachments that may be necessary:

- Project Location Information – **Attachment A**
  - Note: an attachment may be required, when multiple improvement locations are proposed.
- MPO TIP Letter – **Attachment D**
- Environmental Documentation – **Attachment F**
- RR Right-of-Entry/Support Letter – **Attachment H**
- Local Plan/Support – **Attachment I**
- SRTS Plan/Coordination – **Attachment J**
- ADA Transition Plan – **Attachment K**
- In-kind Contributions – **Attachment M**
- Nomination Checklist – **Attachment N**

The department recommends completing the checklist on the following pages and including the completed checklist as part of the project nomination package. Refer to Topic **F. Project Nomination Form** in this guide for additional details on each attachment.

Label attachment as **Project Nomination Checklist - Attachment N**.

Project Nomination Checklist:

- ☐ Required: A completed **2017 TA Set-Aside Project Nomination Form** in Microsoft Windows Excel (.xlsm) format with all text boxes filled-in and dropdown selections completed. Type N/A for not applicable, where appropriate.

- ☐ Required: **A single color PDF document that includes:**

    - ☐ Completed 2017 TA Set-Aside project nomination form (required)
    - ☐ Signed copy of signature page (required)
    - ☐ Required attachments (refer to page 56)
    - ☐ Additional attachments that may be necessary (refer to page 56)

- ☐ **Attachment A** (optional)

  Refer to **7. Project Location Information**

  Attach a complete list of all improvement locations using descriptive limits and longitude/latitude.
  Label attachment as **Project Location Information - Attachment A** - No more than 2 pages.

- ☐ **Attachment B** (required)

  Refer to **10. Project Details**

  Attach the following exhibits:

    - ☐ Location map (required)
    - ☐ Project layout map (required)
    - ☐ Typical section(s) (recommended)
    - ☐ Representative construction plan sheets (as applicable)
    - ☐ Additional bridge details (as applicable)
    - ☐ Photographs (recommended)
    - ☐ Additional maps, charts, diagrams, drawings, etc. (recommended)

  Label attachment(s) as **Project Details-Attachment B** - No more than 15 pages.

- ☐ **Attachment C** (required)

  Refer to **12. Official Project Sponsor Funding Resolution or Ordinance**

  Attach the project sponsor's resolution or ordinance.
  Label attachment(s) as **Certification of LG Funding - Attachment C** - No more than 10 pages.

- ☐ **Attachment D** (as applicable)

  Refer to **13. Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) Inclusion Letter.** Attach a letter from the MPO if the project is located within the boundaries of an MPO.
  Label attachment(s) as **MPO TIP Letter - Attachment D** - No more than 2 pages.

☐ **Attachment E** (required)

Refer to **14. Public Involvement and Support**

Attach the following exhibits, as appropriate:

- ☐ Supplemental public engagement summary (as needed)
- ☐ Evidence of public/stakeholder support (required)
- ☐ Evidence of support from affected/adjacent property owners (required)

Label attachments as **Public Involvement/Support - Attachment E** - No more than 10 pages.

☐ **Attachment F** (optional)

Refer to **15. Environmental Documentation**

Attach the following exhibits, as appropriate:

- ☐ TxDOT's NEPA Project Scope Development Tool (if completed)
- ☐ Prior environmental approval documentation (if completed)
- ☐ Prior resource agency coordination letters (if completed)

Label attachment(s) as **Environmental Documentation-Attachment F** - No more than 10 pages.

☐ **Attachment G** (required)

Refer to **16. Property Ownership and Acquisition Information**

Attach the following exhibits, as appropriate:

- ☐ Evidence of property rights by title of ownership, lease, or easement (required)
- ☐ Commitment letter(s) from affected property owners demonstrating a willingness to transfer property (as applicable)
- ☐ Letter from TxDOT District Engineer consenting to project on state ROW (as applicable)

Label attachments as **Property/Ownership/Acquisition-Attachment G** - No more than 10 pages.

☐ **Attachment H** (optional)

Refer to **17. Railroad Support/Right-of-Entry Letter**

Attach documentary evidence of coordination with railroad.
Label attachment(s) as **RR Right of Entry/Support Letter-Attachment H** - No more than 10 pages.

☐ **Attachment I** (optional)

Refer to **18. Local Bicycle, Pedestrian, or other Transportation Plan**

Attach the cover and pages from the plan referring to this project.
Label attachment(s) as **Local Plan/Support-Attachment I** - No more than 10 pages.

☐ **Attachment J** (optional)

Refer to **19. Safe Routes to School (SRTS) Plan**

Attach the cover and pages from the plan referring to this project.
Label attachment(s) as **SRTS Plan/Coordination-Attachment J** - No more than 10 pages.

☐ **Attachment K** (optional)

Refer to **20. Transition Plan for ADA Compliance**

Attach the cover and pages from the plan that are relevant to this project.
Label attachment(s) as **ADA Transition Plan-Attachment K** - No more than 10 pages.

☐ **Attachment L** (required)

Refer to **21. Project Timeline**

Attach a chart documenting the project development and implementation timeline.
Label attachment(s) as **Project Timeline-Attachment L** - No more than 2 pages.

☐ **Attachment M** (optional)

Refer to **25. In-Kind Contributions**

Attach documentation of estimated in-kind costs.
Label attachments **In-Kind Contributions - Attachment M** - No more than 2 pages.

☐ **Attachment N** (optional)

Refer to **27. Nomination Checklist**

Attach the completed checklist.
Label as: **Nomination Checklist-Attachment N**.

PHASE A – Scope of Services

Public Engagement and Concept Development

Halff shall engage the stakeholders and prepare preliminary concepts defining the general nature of the proposed design and develop a budgetary opinion of probable construction costs (OPCC) based upon the concept. Halff will use the existing conceptual streetscape plan as the beginning point. Halff will identify additional program elements throughout the public engagement process to incorporate into the conceptual development. This process will produce a plan that is conceptual in nature so to affix the design character and image of the Project to be approved by city council in a final presentation. City is responsible for establishment and coordination of project "Steering Committee" prior to initial steering committee meeting. This process shall include:

- Project kick-off meeting: Review project goals and objectives with design team, City Staff, and Steering Committee - (1 meeting).
    - Conduct a reconnaissance of the corridor and note potential constraints, opportunities and unique character or design opportunities
    - Development of refined project time-line and delivery schedule (to be included in meeting above).

- Preliminary input meeting and stakeholder Open House: Prepare for and facilitate a preliminary input meeting with steering committee, staff and stakeholders. A come and go Open House is part of the input meeting to provide opportunities for other area property owners and the public at large to provide input - (1 meeting).

- Preliminary concept design: Develop preliminary concepts and supporting imagery for the proposed Chadbourne Street roadway and sidewalk improvements. The drawings will build on the existing plan and define the general character, layout and essentials of the project as necessary to effectively communicate the proposed concept.

- Concept review meeting and Open House: Prepare for and facilitate presentation and review discussion of concepts and with steering committee, staff, and stakeholders. A come and go open house as part of the meeting will provide opportunities for other area property owners and the public at large to provide input - (1 meeting).

- Refined concept design: Prepare and deliver summary of comments received and propose revisions of preliminary concept and imagery based on comments received during review.

- Final concept review meeting: Prepare for and facilitate presentation to staff and steering committee of revised preliminary drawings based upon the conceptual design comments. Prepare a budgetary opinion of probable construction costs, including appropriate escalation factors and contingencies for the concept - (1 meeting).

- Final conceptual plan: Revise final concept and OPCC based on last meeting with

steering committee and staff.

- City Council Presentation: Present preliminary design and OPCC to City Council for approval to proceed with finalizing 30% schematic design - (1 meeting).

Halff will provide the city illustrative boards, pdf files, and cost estimates at each phase of the conceptual design.

Funding Application Preparation and Submittal Assistance
Halff will assist the City in the preparation of the Transportation Alternatives Set-Aside Program application submittal to TxDOT for funding. The funding application and preliminary design will be developed to optimize the maximum potential score. Halff will complete the application based on the approval of the Concept Review Meeting comments. Halff will prepare the project layout, typical sections, estimates of probable construction cost, estimates of administration costs, and any additional supporting documentation.
Halff will submit the grant application to the City for review and comment. Halff will address the comments and present the plan at the City Council for approval prior to submitting the application to TxDOT for review.

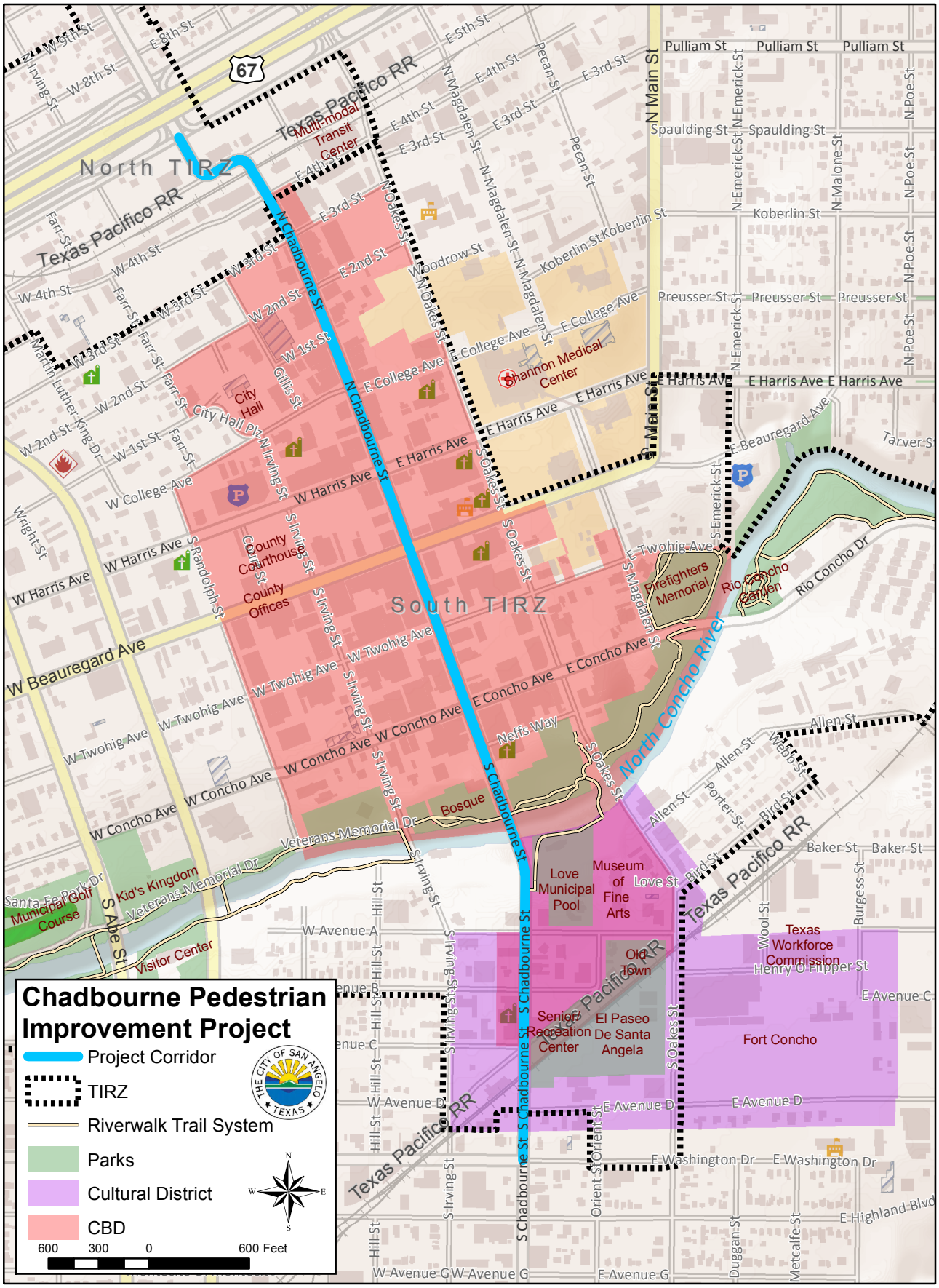
Schedule:

Halff will complete the projects in accordance with the following schedule:

Date	Activity
March 7	Notice to Proceed
March 13	Kickoff Meeting
March 20	Preliminary Input Meeting and Open House **(Critical date cannot be later)**
April 17	Submit Preliminary Concept Design to City
May 1	Concept Review Meeting and Open House
May 8	Submit TA Set-Aside Application to City Staff for review. The application includes Project Layout, Typical Sections, Cost Estimate, and other supporting documentation
May 16	Present Application to City Council for Approval
May 22	Submit TA Set-Aside Application to TxDOT

Fee Summary:

	TASK	TOTAL
	Phase A – Grant Application	
A1	Public Engagement / Conceptual Design	$64,000
A2	Funding Application Preparation and Submittal Assistance	$15,000
	Phase A Total	**$79,000**



Date: 3/1/2017

Document Path: Y:\GISFiles\Dept Development Services\Analysis\2017 Chadbourne Pedestrian Improvements\Chadbourne_St_Pedes_Improvements_Rev3.mxd

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GIS Division

Map created for a pedestrian improvement project requested by the department head, revised several times before completion.

HALFF

March 1, 2017
1008-17-0050

Mr. Russell Pehl. P.E., C.F.M.
City Engineer
Engineering Services Department
City of San Angelo
72 West College
San Angelo, TX 76903

RE: Halff Associates, Inc. Qualification Statement for Funding Applicaitons

Dear Mr. Pehl:

Halff Associates, Inc. have assisted multiple municipalities and other clients in completing funding applications from different sources. Lenny Hughes will head this effort for Halff Associates. I have attached Mr. Hughes's resume that provides a portion of our corporate experience in applying for and receiving different funding sources similar to the Transportation Alternatives Set-Aside Program.

Please review the qualifications. Please let me know if you have any questions or need any additional information. We look forward to working with you on this project.

Sincerely,

HALFF ASSOCIATES, INC.

Dennis W. Haar, P.E.
Senior Project Manager

HALFF ASSOCIATES, INC.

4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720

TEL (817) 847-1422
FAX (817) 232-9784

WWW.HALFF.COM

LENNY HUGHES, PLA
HALFF ASSOCIATES, INC.

Bachelor of Science/Landscape Architecture Oklahoma State University (1995)

Licenses and Registrations

Professional Landscape Architect
State of Texas – No. 2067 (2001)

Mr. Hughes, Vice President and Director of Landscape Architecture, joined Halff Associates in 1995. He has more than 22 years of experience in Urban Planning and Design, Landscape Architectural Design, Park Design and Park Planning, Project Management, and Grant Writing. Mr. Hughes is engaged in understanding the need for creative, yet sustainable design, and has an extensive background in project fund raising. These attributes are extremely import to the City San Angelo as it relates to the Chadborne Street Roadway and Sidewalk Improvement Project.

Mr. Hughes has been involved in securing more than $50M dollars in Federal, State and private grants and donations in the last 5 years. These include:

- Developing and establishing non-profit 5013C organizations
- Private donor programs, pledge levels and naming rights
- Volunteer Programs
- Master plan development, prioritization, and business plans
- City Bond Programs, CIP projects and land acquisition
- Grant development, administration and implementation for:
    - USACE
    - FHWA
    - TxDOT
    - NCTCOG
    - TPWD

Representative projects include:

- **Trinity Trust Foundation, Dallas, TX** – 2015, 2016 Trinity Forest Spine Trail - $10M
- **City of Lewisville** – 2015 Texas Access Program Project (Lewisville Lake Park) $12M
- **City of Lewisville** – 2013 Texas Access Program Project (Lewisville Lake Park) $8M
- **Town of Little Elm** – 2014 Transportation Alternative Program $1.5M
- **Town of Little Elm** – 2014 Safe Routes to School Program $500K
- **City of Lewisville** – 2014 Transportation Alternative Program $1.7M
- **City of Ft. Worth** – 2014 Transportation Alternative Program $2.2M
- **City of Cedar Hill** – 2014 Transportation Alternative Program $1.8M
- **City of Cedar Hill** – 2012 Transportation Enhancement Program (FM 1382 Bike Trail) $1.5M

- **City of Frisco** – 2012 Transportation Enhancement Program (Three Cities Trail) $1.2M
- **City of Pflugerville 2014 Parks Bond Program** – $25M
- **City of Lewisville 2015 Parks Bond Program** – $53M
- **Haltom City** – TPWD Grant (Little Fossil Creek 2010)

Grants and Funding Programs

- **Lewisville Lake Environmental Learning Area (LLELA) Federal Land Access Program (F.L.A.P.) Grant, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, develop supporting graphics and prepared grant application packet. LLELA is USACE land leased by the Friends of LLELA to preserve/restore habitats, provide education and research opportunities, and offer unique recreation options for the city. The project includes roadway improvements to and within LLELA, on-street bicycle facilities, soft-surface trails, parking lot improvements, and re-design of LLELA's entrance. The grant is provided through the Federal Lands Access Program under Moving Ahead for Progress in the 21st Century as a method of supporting projects that provide access to Federal Lands.

- **Katy Trail TAP Fund, Denison, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and grant fund application development. Katy Trail improvements include up to 3.8 miles of off-street hike and bike trail improvements. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.

- **Burkburnett Small Communities TAP Grant Trail Fund, Burkburnett, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure review and application development. Burkburnett trail improvements include up to 1.5 miles of on-street bicycle facilities, off-street trail and walk improvements, access point connections and updating ADA facilities. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.

- **Lewisville Lake Park Grant, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, grant procedure review and grant application development, and development of supporting graphics. Lewisville Lake Park is an existing park with recreation facilities and infrastructure in need of renovation, and need for additional amenities to serve the needs of the growing community. The grant is provided through the Federal Lands Access Program under Moving Ahead for Progress in the 21st Century as a method of supporting projects that provide access to Federal Lands.

- **Garden Ridge Boulevard TAP Fund, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure review and application development. Garden Ridge Boulevard trail improvements include up to 3.5 miles of on-street bicycle facilities, off-street trail and walk improvements, providing connections at trail access points, and updating ADA facilities. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.

- **Trinity Trails Extension TAP Fund, Fort Worth, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure and application review. The Trinity Trails Extension is a +/- 9.5 mile long multi-modal trail connection located in the southeast sector of the city of Fort Worth extending eastward to Arlington city limits. It provides access along the Trinity River to new residential developments and public transportation. The land in which the trail resides is public donated land and private land reserved specifically for public trails and park land. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes street improvements on Chadbourne Street, from Houston Hart to Washington streets; and,

WHEREAS, the City of San Angelo desires to include within the scope of its CIP for improvements relating to Chadbourne Street, certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Chadbourne Street Pedestrian Corridor Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to the Texas Department of Transportation, Transportation Alternatives Set-Aside Call for Project applications; and,

WHEREAS, the City of San Angelo Development Corporation has resolved by resolution adopted on February 22, 2017, to provide funding in an amount not to exceed $100,000, in support of the City's application; and,

WHEREAS, the City of San Angel Tax Increment Financing Zone Board has resolved by resolution adopted on February 28, 2017, to provide funding in an amount not to exceed $50,000, in support of the City's application; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.

Section 2. The City of San Angelo supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on this project.

Section 4. The City of San Angelo is willing and able to enter into an agreement with the Texas Department of Transportation by resolution or ordinance, should the project be selected for funding.

Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person before beginning any work on the project.

Section 6. The City of San Angelo authorizes staff to proceed to secure such professional and consultant services as are requisite to develop and submit an application for the Chadbourne Street Pedestrian Corridor Project to the Texas Department of Transportation prior to May 22, 2017, in response to the Texas Department of Transportation, Transportation Alternative Set-Aside Call for Projects.

PASSED, APPROVED, and ADOPTED on this the 7th day of March, 2017.

THE CITY OF SAN ANGELO

Attest: _____
Bryan Kendrick, City Clerk

_____
Dwain Morrison, Mayor

Approved As to Form:

_____
Theresa James, City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD AFFIRMING SUPPORT FOR THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT ("PROJECT"); PROVIDING FOR THE ALLOCATION OF UP TO FIFTY THOUSAND DOLLARS IN TIRZ FUNDS IN SUPPORT OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to V.T.C.A., Tax Code, Chapter 311, the Tax Increment Financing Act ("Act") the City Council of the City of San Angelo, Texas, adopted an ordinance on December 19, 2006, creating a tax increment reinvestment zone named "Reinvestment Zone Number One, City of San Angelo" (TIRZ) to preserve the near and long term integrity of the economic and social investment in the designated area and needed to encourage additional new development projects within the designated area of the City; and,

WHEREAS, the City of San Angelo proposes to include within the scope of its Capital Improvement Plan (CIP), the City of San Angelo Chadbourne Street Pedestrian Corridor Project (the "Project") providing for certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS the TIRZ Final Project Plan and Reinvestment Zone Financing Plan adopted February 21, 2012, acknowledges the need for municipal support to generate a new vision and development along the Chadbourne corridor; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Project; and,

WHEREAS, the TIRZ Board adopts this resolution in support of the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO TAX INCREMENT REINVESTMENT ZONE BOARD THAT;

SECTION ONE. The foregoing recitals are determined by this Board to be true and correct, and are adopted as part of this Resolution.

SECTION TWO. The Board finds that the Project relates to development of infrastructure necessary to promote or develop new or expanded business enterprises and that provides related transportation facilities, including pedestrian transportation improvements along the Chadbourne Corridor consistent with the vision plan described in the 2012 Final Project Plan and Reinvestment Zone Financing Plan.

SECTION THREE. The TIRZ Board supports the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the City Chadbourne Street Pedestrian Corridor Project.

SECTION FOUR. The TIRZ Board shall fund one-half of the costs relating to the application in a sum not to exceed the amount of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) in TIRZ funds allocated as a commitment in support of the Project pursuant to a memorandum of understanding and subject to approval of the City Council for the City of San Angelo.

SECTION FIVE. the Board Chairman is hereby authorized to prepare a memorandum of understanding with the City of San Angelo as approved by the City Attorney, and the TIRZ Board Chairman shall be authorized to execute said agreement.

SECTION SIX. This resolution shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this the 28th day of February, 2017.

CITY OF SAN ANGELO TAX INCREMENT
REINVESTMENT ZONE

BY: _____
William Dendel, Board Chairman

ATTEST:

_____
, Vice Chair

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT

_____
Jon James, Director of
Development Services

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AFFIRMING SUPPORT FOR THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT ("PROJECT"); PROVIDING FOR THE ALLOCATION OF UP TO ONE HUNDRED THOUSAND DOLLARS IN ONE HALF CENT SALES TAX REVENUES IN SUPPORT OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Development Corporation Act (the "Act"), including but not limited to: the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure; and,

WHEREAS, the City of San Angelo proposes to include within the scope of its Capital Improvement Plan (CIP), the City of San Angelo Chadbourne Street Pedestrian Corridor Project (the "Project") providing for certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Project; and,

WHEREAS, the board of directors for the City of San Angelo Development Corporation (COSADC) adopts this resolution in support of the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the Project; and,

WHEREAS, the Act authorizes the support of projects that are found by the Board to be suitable for infrastructure necessary to promote or develop new or expanded business enterprises

and projects that provide for recreational and transportation infrastructure for Chadbourne Corridor Pedestrian improvements and related effects on streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, or other improvements.

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT;

SECTION ONE. The foregoing recitals are determined by this board to be true and correct, and are adopted as part of this Resolution.

SECTION TWO. the Board finds that the Project relates to development of infrastructure necessary to promote or develop new or expanded business enterprises and that provides for recreational and transportation infrastructure improvements.

SECTION THREE. The City of San Angelo Development Corporation supports the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the City Chadbourne Street Pedestrian Corridor Project.

SECTION FOUR. The City of San Angelo Development Corporation shall allocate up to the amount of ONE HUNDERED THOUSAND AND NO/100 DOLLARS ($100,000.00) in ½ cent sales tax revenues as a commitment in support of the Project pursuant to a development agreement and subject to approval of the City Council for the City of San Angelo.

SECTION FIVE. At least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code.

SECTION SIX. This resolution shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this the 22ND day of February, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

BY: _____
Tommy Hiebert, President

ATTEST:

_____
Bryan Kendrick, Corporate Secretary

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SAN ANGELO AND HALFF ASSOCIATES.

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and HALFF ASSOCIATES ("Provider"), effective as of the _____ day of _____, 2017 (the "Effective Date").

RECITALS

A. Provider has been selected as the most qualified provider to conduct a preliminary concept for Chadbourne Street Roadway and Sidewalk Improvements that extend the street reconstruction project on Chadbourne that is already under design by Provider as well as public engagement and grant application activities.

B. City wishes to engage the services of Provider for the preliminary concept as well as public engagement and grant preparation for the TxDOT Transportation Alternatives Set-Aside Program grant application, and Provider wishes to perform Services for City.

C. On March 7, 2017, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

D. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall commence on the Effective Date hereof and shall continue through the completion of the Services provided herein.

3. **SCOPE OF SERVICE:**

A. Provider agrees to provide the Services described under the "Projected Scope of Work" attached hereto as **Exhibit "A"**, with the professional qualifications as described by Provider.

B. Provider represents and warrants to City that throughout the term of this agreement and the performance of any services under this Agreement that: (i) it possesses all qualifications, licenses and

expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner described in Agreement; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; and (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. COMPENSATION:

A. The amount of compensation payable by City to Provider shall be based on the price, rates and schedules, attached hereto as **Exhibit "B"**, and incorporated into this Agreement for all purposes.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion. If City modifies and/or uses the documents for any reason other than their intended use without Provider's authorization, Provider shall be released from any liability associated with that use.

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees

to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION. To the fullest extent permitted by law, Provider shall indemnify, and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses or liabilities (collectively referred to as "Liabilities"), plus reasonable attorney's fees in proportion to Provider's liability, by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's

agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the negligent or intentional failure of Provider: to comply with any of the paragraphs herein; or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. <u>INSURANCE</u>: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation and Professional Liability. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the

premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, except for Professional Liability, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request

within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. <u>TERMINATION RIGHTS OF CITY</u>:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

16. <u>NONDISCRIMINATION</u>: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall,

solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

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

TO CITY:	**TO PROVIDER:**
City of San Angelo Attn: Russell Pehl 72 W. College Ave. San Angelo, Texas 76903 Phone: (325) 657-4201	Halff Associates. Attn: Dennis Haar 1201 Brower Road Richardson, Texas 75081 Phone: (817) 847-1422

19. **AMENDMENTS:** City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

20. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

H. Anything in this Agreement to the contrary notwithstanding, the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to City under this Agreement.

23. CONTINGENCY CLAUSE: City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

24. CERTIFICATE OF INTERESTED PARTIES: Provider warrants that at the time of execution of this Agreement, Provider has completed and filed with City for acceptance and filing with the Texas Ethics Commission, a CERTIFICATE OF INTERESTED PARTIES, Ethics Commission Form 1295.

25. DOCUMENTS OF INCORPORATION: This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. <u>ENTIRE AGREEMENT</u>: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

27. <u>COUNTERPARTS</u>: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

[Signature Page to Follow]

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

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

PROVIDER: HALFF ASSOCIATES

_____
Dennis Haar, Project Manager

ATTEST:

_____
Secretary

APPROVED AS TO CONTENT:

_____
Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM AND

_____
Theresa James, City Attorney

APPROVED AS TO INSURANCE

_____
Charles Hagen, Risk Manager

EXHIBIT "A"

SCOPE OF SERVICES

Provider will provide the following services related to the Chadbourne Street Roadway and Sidewalk Improvements TxDOT Transportation Alternatives Set-Aside Program grant application.

Public Engagement and Concept Development

Provider shall engage the stakeholders and prepare preliminary concepts defining the general nature of the proposed design and develop a budgetary opinion of probable construction costs (OPCC) based upon the concept. Provider will identify additional program elements throughout the public engagement process to incorporate into the conceptual development. This process will produce a plan that is conceptual in nature so to affix the design character and image of the Project to be approved by City council in a final presentation. City is responsible for establishment and coordination of project "Steering Committee" prior to initial steering committee meeting. This process shall include:

- Project kick-off meeting: Review project goals and objectives with design team, city staff, and Steering Committee. (1 meeting)
    - Conduct a reconnaissance of the corridor and note potential constraints, opportunities, and unique character or design opportunities.
    - Development of refined project time-line and delivery schedule (to be included in meeting above).
- Preliminary input meeting and stakeholder Open House: Prepare for and facilitate a preliminary input meeting with steering committee, staff, and stakeholders. A come and go open house is part of the input meeting to provide opportunities for other area property owners and the public at large to provide input. (1 meeting)
- Preliminary concept design: Develop preliminary concepts and supporting imagery for the proposed Chadbourne Street roadway and sidewalk improvements. The drawings will build on the existing plan and define the general character, layout and essentials of the project as necessary to effectively communicate the proposed concept.
- Concept review meeting and Open House: Prepare for and facilitate presentation and review discussion of concepts and with steering committee, staff, and stakeholders. A come and go open house as part of the meeting will provide opportunities for other area property owners and the public at large to provide input. (1 meeting)

- Refined concept design: Prepare and deliver summary of comments received and propose revisions of preliminary concept and imagery based on comments received during review.
- Final concept review meeting: Prepare for and facilitate presentation to staff and steering committee of revised preliminary drawings based upon the conceptual design comments. Prepare a budgetary opinion of ~~probably~~ probable construction costs, including appropriate escalation factors and contingencies for the concept. (1 meeting)
- Final conceptual plan: Revise final concept and OPCC based on last meeting with steering committee and staff.
- City Council Presentation: Present preliminary design and OPCC to City Council for approval to proceed with finalizing 30% schematic design. (1 meeting)

Provider will provide the city illustrative boards, pdf files, and cost estimates at each phase of the conceptual design.

Funding Application Preparation and Submittal Assistance

Provider will assist the City in preparation of the Transportation Alternatives Set-Aside Program application submittal to TxDOT for funding. The funding application and preliminary design will be developed to optimize the maximum potential score. Provider will complete the application based on the approval of the Concept Review Meeting comments. Provider will prepare the project layout, typical sections, estimates of probable construction costs, estimates of administration costs, and any additional supporting documentation.

Provider will submit the grant application to the City for review and comment. Provider will address the comments and present the plan at the City Council for approval prior to submitting the application to TxDOT for review.

EXHIBIT "B"

COMPENSATION TERMS

PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

The Compensation for each stage of the scope of work as shown on Exhibit "A: shall be as follows:

Public Engagement/Conceptual Design	$64,000
Funding Application Preparation and Submittal Assistance	$15,000
Total	$79,000

(continued on following pages)

EXHIBIT "C"

SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

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

$2,000,000.00	General Aggregate
$1,000,000.00	Products – Completed Operations
$1,000,000.00	Personal & Advertising Injury
$1,000,000.00	Each Occurrence
$ 100,000.00	Fire Damage (any one fire)

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

$ 1,000,000.00	Combined Single Limit

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

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

$ 500,000.00 Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as herein provided. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Providor's work performed under the Contract Provider shall attempt by reasonable diligence and in good faith to maintain and keep in force and effect professional liability insurance coverage in the minimum amount provided below during the term of the contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation:

$ 2,000,000.00 Per Claim/Aggregate

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Quang Nguyen, Project Engineer, Engineering Services, 325-657-4434

Meeting Date: March 7, 2017

Item type: Consent Item

Caption:

Consider awarding RFP No. ES-04-17, 2016 Water Line Improvements Project to M&C Fonseca Construction Company in the amount of $1,012,521.75 and authorizing the City Manager or designee to execute any related documents (R. Pehl)

Summary/History:

Two proposals were submitted for the project. Five-member committee evaluated and scored the proposals as follow:

1. M&C Fonseca Construction Co., Granite Shoals, Texas - 403 points. Fonseca is the low bidder with $1,012,521.75 as the total bid (with drilling alternate included).
2. Darnell Construction, LLC, San Angelo, Texas - 399.15 points. Darnel's total bid with drilling alternate is $1,128,112.00, $115,590.25 more than Fonseca's bid.

Financial Impact:

Total contract cost of $1,012,521.75 is budgeted within the Water Capital Improvement Funds.

Other Information/Recommendation:

M&C Fonseca has done a significant amount of work for many municipalities within the 150-mile radius of San Angelo. Committee members, on February 13th and 14th of 2017, contacted several cities on Fonseca's reference list and were informed by the cities that Fonseca, indeed, had done a good job for the respective cities.

The committee is recommending that M&C Fonseca Construction Company of Granite Shoals, Texas, be approved for negotiating a contract for the construction of the 2016 Water Line Improvements Project.

Attachments:

1.	Ranking of Proposals	Rankings 2016 Water Lines.pdf
2.	Bid Tabulation	BidTab Q 2016WaterLineImprovements.xlsx
3.	Memo to Purchasing	Memo to Purchasing 2016 Water Line.pdf
4.	Notice of Intent	Notice of Intent to Award.pdf
5.	Draft Contract	Draft Contract with M&C Fonseca.pdf
6.	M&C Fonseca's Proposal	RFCSP No. ES-04-17 M&C Fonseca.pdf
7.	Acknowledgement Form	Acknowledgement Form 2016 Water Line.pdf

Presentation:

Approvals/Reviews:

Quang Nguyen Created/Initiated

Russell Pehl	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Ranking Summary Worksheet
RFCSP: ES-04-17/Waterline Improvement Project

Committee Member 1

Category	Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	55	55.00	44.83
Overall Reputation	20	17.00	16.00
Past relationship with municipality	15	0.00	8.00
Past experience on City/local projects	10	9.00	9.00
Total Score	**100**	**81**	**77.83**
	Rank	**1**	**2**

Committee Member 2

Category	Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	55	55.00	44.83
Overall Reputation	20	18.00	17.00
Past relationship with municipality	15	0.00	12.00
Past experience on City/local projects	10	9.00	7.00
Total Score	**100**	**82**	**80.83**
	Rank	**1**	**2**

Committee Member 3

Category	Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	55	55.00	44.83
Overall Reputation	20	16.00	16.00
Past relationship with municipality	15	0.00	10.00
Past experience on City/local projects	10	8.00	8.00
Total Score	**100**	**79**	**78.83**
	Rank	**1**	**2**

Committee Member 4

Category	Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	55	55.00	44.83
Overall Reputation	20	17.00	16.00
Past relationship with municipality	15	0.00	13.00
Past experience on City/local projects	10	7.00	6.00
Total Score	**100**	**79**	**79.83**
	Rank	**2**	**1**

Committee Member 5

Category	Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	55	55.00	44.83
Overall Reputation	20	18.00	16.00
Past relationship with municipality	15	0.00	12.00
Past experience on City/local projects	10	9.00	9.00
Total Score	**100**	**82**	**81.83**
	Rank	**1**	**2**

Ranking Summary Worksheet
RFCSP: ES-04-17/Waterline Improvement Project

Committee Member Summary Category	Total Points	M&C Fonseca Construction Company Inc	Darnell Construction, LLC
Cost	275	275.00	224.15
Overall Reputation	100	86.00	81.00
Past relationship with municipality	75.00	0.00	55.00
Past experience on City/local projects	50	42.00	39.00
Total Score	**500**	**403.00**	**399.15**
	Rank	**1**	**2**

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached this form and the Written Justification to your Agenda Background Memo

BID TABULATION - 2016 WATER LINE IMPROVEMENTS

				Engineer's Estimate		Darnell Construction		M&C Fonseca Construction	
Item No.	Item Description	Quantity	Units	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	16" AWWA HDPE PIPE	502.0	LF	$190	$95,380	$410.00	$205,820.00	$211.50	$106,173.00
2	8" AWWA C900 CLASS 150 PVC PIPE	5,872.0	LF	60	352320	83	487,376.00	59.75	350,852.00
3	4" AWWA C900 CLASS 150 PVC PIPE	23.0	LF	45	1035	65	1,495.00	48	1,104
4	8" RESILIENT SEAT GATE VALVE	18.0	EA	1100	19800	1,845.00	33,210.00	2,400	43,200.00
5	4" RESILIENT SEAT GATE VALVE	1.0	EA	850	850	1,142	1,142	2,200	2,200
6	16"x 16" WET TAP	2.0	EA	7500	15000	17,805	35,610	6,400	12,800
7	12"x 8" WET TAP	2.0	EA	1700	3400	3,188	6,376	5,800	11,600
8	8"x 6" WET TAP	1.0	EA	1500	1500	1,895	1,895	5,400	5,400
9	4" FIRE SERVICE	1.0	EA	4500	4500	2,500	2,500	5,200	5,200
10	6" FIRE SERVICE	1.0	LS	4500	4500	5,602.50	11,205.00	5,900.00	11,800.00
11	2" SERVICE LINE	12.0	EA	1400	16800	2,370	28,440	2,200	26,400
12	1" SERVICE LINE	75.0	EA	1400	105000	1,709	128,175	1,800	135,000
13	PARTIAL PLUMBER RELOCATES	3.0	EA	500	1500	1,121.00	3,363.00	3,200	9,600.00
14	FIRE HYDRANT ASSEMBLY	5.0	EA	6500	32500	7,160	35,800	5,250	26,250
15	TRENCH SAFETY	6,397.0	LF	1	6397	1	6,397	3.5	22,389.50
16	CONTINGENCY	1.0	LS	65898	65898	65,000	65,000	65,000	65,000
				Total Bid Amount =	**$726,380**		**1,053,804.00**		**834,968.50**
	Add Alternate								
2a	8" AWWA C900 CLASS 150 PVC PIPE	4,443.0	LF	60	266,580	83	368,769.00	59.75	265,469.25
2b	8" AWWA C900 CLASS 235 - DR 18 CERTA LOK PVC PIPE (DIRECTIONAL DRILL OPTION)	1,429.0		150	214,350	135	192,915	184	262,936
				Total Alternate Bid =	**$480,930**		**$561,684.00**		**$528,405.25**

CITY OF SAN ANGELO
ENGINEERING SERVICES

Memo

To: Julia Antilley, Purchasing Manager

From: Quang Nguyen, Project Engineer – Engineering Services QN 2/16/17

Date: February 15, 2016

Re: 2016 Water Line Improvements Project – RFP No. ES-04-17

After reviewing the two proposals submitted for the 2016 Water Line Improvements Project – RFP No. ES-04-17, the five-member committee (consisting of myself, Russell Pehl – City Engineer, Lance Overstreet – Assistant City Engineer, Dusty Hohensee – Inspection Coordinator, and Robert Balli – Construction Inspector) scored the proposals as reflected below.

1. **M&C Fonseca Construction Co., Granite Shoals, Texas** – 403.00 points. M&C Fonseca has not done worked for the City of San Angelo but has done significant amount of work for many municipalities within the 150-mile radius of San Angelo. M&C Fonseca is the low bidder with the base bid of $834,968.50, some $218,835.50 less than the bid from Darnell Construction, LLC. Team members, on February 13th and 14th, 2017, contacted several cities on M&C Fonseca's reference list and were informed by the cities that M&C Fonseca, indeed, had done a good job for their respective cities.

2. **Darnell Construction, LLC, San Angelo, Texas** – 399.15 points. Darnell Construction has performed work for the City, local municipalities, and private developers for many years. From the committee members' previous working relationship with Darnell and the information provided from their references, the committee members awarded Darnell 399.15 points.

As a result of the rankings, the committee is recommending that M&C Fonseca Construction Company, Inc., of Granite Shoals, Texas, be approved for negotiating a contract for the construction of the 2016 Water Line Improvements Project for the City of San Angelo. If a satisfactory contract cannot be negotiated, negotiations with the next qualified provider, Darnell Construction, LLC, is recommended.

CITY OF SAN ANGELO
ENGINEERING SERVICES
72 West College Avenue
San Angelo, Texas 76903
(325) 657-4201

NOTICE OF INTENT TO AWARD

RFCSP: ES-04-17/2016 Water Line Improvements Project

February 17, 2017

M&C Fonseca Construction Company, Inc.
1901 Prairie Creek Road
Granite Shoals, Texas 78654

Dear Mr. Matias Fonseca:

For the above referenced project, the City of San Angelo, Engineering Services hereby announces its intent to request the City Council to authorize the negotiation and execution of a contract based on our evaluation of the proposals to M&C Fonseca Construction Company, Inc. The open City Council meeting is scheduled for March 7, 2017 and you are welcome to attend.

Thank you for your participation in our procurement process.

Sincerely,

Quang Nguyen, Project Engineer
Engineer Services

cc: Russell Pehl, City Engineer
Lance Overstreet, Assistant City Engineer
Julia Antilley, Purchasing Division Manager

CITY OF SAN ANGELO
ENGINEERING SERVICES
72 West College Avenue
San Angelo, Texas 76903
(325) 657-4201

NOTICE OF INTENT TO AWARD

RFCSP: ES-04-17/2016 Water Line Improvements Project

February 17, 2017

Darnell Construction, LLC
4750 South Chadbourne Street
San Angelo, Texas 76903

Dear Mr. Jody Darnell:

For the above referenced project, the City of San Angelo, Engineering Services hereby announces its intent to request the City Council to authorize the negotiation and execution of a contract based on our evaluation of the proposals to M&C Fonseca Construction Company, Inc. The open City Council meeting is scheduled for March 7, 2017 and you are welcome to attend.

Thank you for your participation in our procurement process.

Sincerely,

Quang Nguyen, Project Engineer
Engineer Services

cc: Russell Pehl, City Engineer
Lance Overstreet, Assistant City Engineer
Julia Antilley, Purchasing Division Manager

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Draft Contract

CONTRACT FOR WATER LINE IMPROVEMENTS BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS AND M&C Fonseca Construction Co., Inc. RFCSP No. ES-04-17

This contract for Water Line Improvements ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and M&C Fonseca Construction Co., Inc., a Texas Corporation (*type of entity*) "Contractor"), effective as of the _____ day of _____, 2017.

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-04-17, for the replacement of existing water mains, water valves, and fire hydrants and reestablishment of services connections to the mains in Arden Road, Sherwood Way, Knickerbocker Road, Mackenzie Street, Gillis Street, and 2nd Street as specified in the RFCSP No. ES-04-17 and contract documents ("Work").

B. Contractor's proposal in response to the RFCSP No. ES-04-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS: The recitals are true and correct and are hereby incorporated into and made a part of this Contract.

2. STATEMENT OF WORK:

A. Contractor shall be responsible for completing Work described in RFCSP No. ES-04-17, the replacement of existing water mains, water valves, and fire hydrants and reestablishment of services connections to the mains in Arden Road, Sherwood Way, Knickerbocker Road, Mackenzie Street, Gillis Street, and 2nd Street (hereinafter together referred to as the "Work").

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within _____ consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City

Engineer.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of EIGHT HUNDRED TWENTY DOLLARS AND 00/100 ($820.00) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. CONTRACT PRICE: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid price of _____ _____ ($_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. PAYMENT PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

7. CONTRACT DOCUMENTS: The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Competitive Sealed Proposal No. ES-04-17, Water Line Improvements, **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-04-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-04-17, any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP and

City of San Angelo Owner's Construction General Conditions, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal.

8. REPRESENTATIONS OF CONTRACTOR: In order to induce City to enter into this Contract, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. OWNERSHIP OF DOCUMENTS: Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Contract is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract.

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

12. AWARD OF CONTRACT: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

13. PUBLIC RECORDS: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall be considered a material breach of this Contract and result in the immediate termination of this Contract by City.

14. DEFAULT: If Contractor fails to comply with any term or condition of this Contract, or fails to

perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Contractor, terminate this Contract whereupon all unpaid contract funds shall be available to City to complete the construction and/or remedy any defective performance by Contractor. Should Contractor default, any advances for Work to be performed or materials to be ordered which have been paid by City to Contractor shall be immediately returned to City. Should the costs to complete the construction and/or remedy any defective performance by Contractor exceed the remaining contract balance, Contractor shall be liable to City for all costs and expenses to complete the construction and/or remedy any defective performance, to include any cost associated with re-procurement, and for any consequential and incidental damages suffered by City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

15. TERMINATION RIGHTS OF CITY:

A. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, City shall have the right to terminate this Contract, in its sole discretion, at any time, for any reason, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, City shall have the right to terminate this Contract, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra Work under paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute may be submitted to non-binding mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement

be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra Work, may be submitted to mediation at the sole discretion of City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

B. If in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in paragraph 19.

18. INDEMNIFICATION:

A. GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Contract. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-

contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

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

D. RETROACTIVE APPLICATION. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous contracts between City and Contractor.

19. INSURANCE REQUIREMENTS:

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

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

2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

4) Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation

of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.

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

6) Subcontractors' Insurance. Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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

1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors [to remain in force for two (2) years after final payment].

Coverage limits shall not be less than:

$2,000,000.00	**General Aggregate**
$1,000,000.00	**Products- Completed Operations**
$1,000,000.00	**Personal & Advertising Injury**
$1,000,000.00	**Each Occurrence**
$ 100,000.00	**Fire Damage (any one fire)**

2) Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

$1,000,000.00 **Combined Single Limits**

3) Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous

coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Policy limits shall not be less than:

$2,000,000.00	**Combined Single Limits**
$1,000,000.00	**Per Loss**
$1,000,000.00	**Annual Aggregate**

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

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

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

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

20. INDEPENDENT CONTRACTOR: Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to Services to be performed under this Contract. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

21. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

23. AMENDMENTS: City and Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall only address the items or issues dealt with in the amendment and shall not invalidate any other portion or provision of this Contract, nor relieve or release City or Contractor from their respective obligations under this Contract except as may be specifically set forth in the amendment.

24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be

bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

25. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:
City of San Angelo
Office of the City Engineer
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:
M&C Fonseca Construction Co., Inc.

Attn: Jordan Tubig
1901 Prairie Creek Rd.
Granite Shoals, TX 78654

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given to City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

27. MISCELLANEOUS PROVISIONS:

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of this Contract. City's exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity that may be available to City against either Contractor or its Surety.

B. Attorneys' Fees: If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

C. Conflicts: This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

D. Severability: If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

E. Venue: This Contract, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Contract shall rest exclusively in the state district court(s) located in Tom Green County, Texas.

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

G. Enforcement: This Contract shall be construed and enforced according to the laws of the

State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Contract.

I. No Waiver: No waiver or breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

J. Validity of Contract Terms: Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

28. CONTINGENCY CLAUSE: Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and this Contract is subject to amendment or termination for convenience due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

30. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE: Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

(Signature page to follow)

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

CONTRACTOR: M&C Fonseca Construction Co., Inc.

By:_____
Matias Fonseca, President

ATTEST:
By: _____
Jordan Tubig
Its: Contracts Administratror

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

M&C Fonseca Construction Co., Inc.
Company Name

Price Proposal

RFCSP: ES-04-17/Water Line Improvements

Pursuant to the Foregoing Notice to Respondents, the undersigned respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which the proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an agreement and bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

Summary

Item No.	Item Description	Quantity	Units	Unit Cost	Extended Cost
1	16" AWWA DR 13.5 HDPE PIPE	502	LF	$211.50	$106,173.00
2	8" AWWA C900 CLASS 150 PVC PIPE	5,872	LF	$59.75	$350,852.00
3	4" AWWA C900 CLASS 150 PVC PIPE	23	LF	$48.00	$1,104.00
* 4	~~6"~~ RESILIENT SEAT GATE VALVE 8"	18	EA	$2,400.00	$43,200.00
5	4" RESILIENT SEAT GATE VALVE	1	EA	$2,200.00	$2,200.00
6	16"x 16" WET TAP	2	EA	$6,400.00	$12,800.00
7	12"x 8" WET TAP	2	EA	$5,800.00	$11,600.00
8	8"x 6" WET TAP	1	EA	$5,400.00	$5,400.00
9	4" FIRE SERVICE	1	LS	$5,200.00	$5,200.00
10	6" FIRE SERVICE	2	LS	$5,900.00	$11,800.00
11	2" SERVICE LINE	12	EA	$2,200.00	$26,400.00
12	1" SERVICE LINE	75	EA	$1,800.00	$135,000.00
13	PARTIAL PLUMBER RELOCATES	3	EA	$3,200.00	$9,600.00
* 14	FIRE HYDRANT ASSEMBLY	5 ~~4~~	EA	$5,250.00	$26,250.00
15	TRENCH SAFETY	6,397	LF	$3.50	$22,389.50
16	CONTINGENCY	1	LS	$65,000	$65,000
				Total	$ 834,968.50

ADD ALTERNATE (REFER TO PLANS W-822A, W-824A AND W-825A)

Item No.	Item Description	Quantity	Units	Unit Cost	Extended Cost
2a	8" AWWA C900 CLASS 150 PVC PIPE	4,443	LF	$59.75	$265,469.25
2b	8" AWWA C900 CLASS 235 – DR 18 CERTA LOK PVC PIPE (DIRECTIONAL DRILL OPTION)	1,429	LF	$184.00	$262,936.00
				Total	$528,405.25

In the case of a pricing discrepancy, the Unit Price will prevail.

The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The respondent shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The respondent shall include the cost for this item in the "Total Base Price".

1 Water Line Improvements Base Bid

Eight Hundred Thirty-Four Thousand, Nine Hundred Sixty-Eight **Dollars and** Fifty **Cents**

2 Water Line Improvements Base with Alternate

One Million, Three Hundred Sixty-Three Thousand, Three Hundred Seventy-Three **Dollars and** Seventy-Five **Cents**

A Performance Bond and Payment Bond will be required based on the Total amount including contingency.

Liquidated Damages: Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the respondent not complete the work at a permitted site within the required time period, the City may, at its option, assess an $820.00 per day delinquent charge against the respondent, until such time as work at the site is complete. Estimated completion time is 240 calendar days.

Reservation: Respondent understands the City reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the City and conforms to state and local laws and ordinances pertaining to the letting of construction

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Information Form

Firm Name:	M&C Fonseca Construction Co., Inc.
Mailing Address:	1901 Prairie Creek Rd.
City, State Zip Code:	Granite Shoals, TX 78654
Print Name:	Matias Fonseca Date: 2/9/17
Tax ID (attach IRS W-9):	20-0526539
Telephone:	(830) 596-1741 FAX: (800) 878-1716
Email:	office@mcfonseca.com

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
M&C Fonseca Construction Co. Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1901 Prairie Creek Rd

Requester's name and address (optional)

City, state, and ZIP code
Granite Shoals

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
2 0 - 0 5 2 6 5 3 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 8/3/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we M&C Fonseca Construction Co., Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto City of San Angelo as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Water Line Improvements

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of January, 20 17.

M&C Fonseca Construction Co., Inc.
(Principal)

BY: _____

TITLE: Matias Fonseca, President

SureTec Insurance Company

BY: _____
Tom Mulanax , Attorney-in-Fact

POA #: 4221020

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Noe Moreno, Tom Mulanax, David Whorton, Jan Youngbloom

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of September, A.D. 2015

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 28th day of September, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of January, 2017, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the published documents.

Addendum No. 1 dated	February 1, 2017	Received	
Addendum No. 2 dated	February 3, 2017	Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	
Addendum No. 5 dated		Received	
Addendum No. 6 dated		Received	

Please Print

M&C Fonseca Construction Co., Inc.
Company Name

Signature

Matias Fonseca
Printed Name

President
Title

1901 Prairie Creek Rd.
Address

Granite Shoals, TX 78654
City, State Zip Code

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at http://cosatx.us. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 07/12/16)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor:	Dwain Morrison, Mayor
Councilmembers:	Bill Richardson, SMD 1 Marty Self, SMD 2 Harry Thomas, SMD 3 Lucy Gonzales, SMD 4 Lane Carter, SMD5 Charlotte Farmer, SMD 6 (Mayor Pro Tem)
City Manager:	Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NA

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

NA
Signature of vendor doing business with the governmental entity

2/9/17
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Debarment and Suspension Certification

(1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name M&C Fonseca Construction Co., Inc.

2/9/17
Date

By: Matias Fonseca, President
Name and Title of Authorized Representative

Signature of Authorized Representative

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than $500,000 and three percent (3%) on contracts over $500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over $100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local Preference Consideration Application

Business Name: M&C Fonseca Construction Co., Inc.

Physical Address: 1901 Prairie Creek Rd.

Mailing Address: 1901 Prairie Creek Rd.

City, State, Zip Code: Granite Shoals, TX 78654

Business Type:

- ☑ Corporation – Indicate state of incorporation Texas
- ☐ Partnership – Indicate "general" or "limited" _____
- ☐ Sole proprietorship _____

Attachments: ***Describe in writing, and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

Authorized Representative Signature

Matias Fonseca
Printed Name

President
Title

2/9/17
Date

(Attach description and documentation of economic impact as outlined on previous page)

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a respondent whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident respondents to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident Bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: ___✓___.

RESPONDENT:

(Please print)

M&C Fonseca Construction Co., Inc.
Company Name

Signature

Matias Fonseca
Printed Name

President
Title

1901 Prairie Creek Rd.
Address

Granite Shoals, TX 78654
City, State Zip Code

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

City References

M&C Fonseca Construction Co., Inc.
Company Name

List five (5) similar projects that your company has completed **for the City of San Angelo.** All references shall be for work completed in the last five (5) years.

Reference One

Project Name: NA

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Four

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local Area References

M&C Fonseca Construction Co., Inc.
Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: Please See Attached Job Reference Sheets

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

JOB REFERENCES

M&C Fonseca Construction Co., Inc.
1901 Prairie Creek Rd.
Grantie Shoals, TX 78654
(O) 830.596.1741
(F) 830.596.1824
Email: office@mcfonseca.com

COMPLETE	In Progress

PROJECT: Jackson-Glen Road Water Line Replacement
CONTRACT AMOUNT: $ 410,480.00
DESCRIPTION: Water/WW

OWNER: City of Kerrville, 701 Main Street, Kerrvile, TX 78025
CONTACT: Dieter Werner, P.E, 830.792.8315
ENGINEER: John Hewitt, City of Kerrville Engineering Department, 800 Junction Highway, Kerrville, TX 78025, 830.257.8000
COMPLETION TIME: 190 Calendar Days
START DATE: March 14, 2011
END DATE: April 25, 2011

PROJECT: 2010 Water & Wastewater Improvements
CONTRACT AMOUNT: $ 275,616.00
DESCRIPTION: Water/WW

OWNER: City of Freer, 304 South Main Street, Freer, TX 78357
CONTACT: Diana Adami, 361.207.2376
ENGINEER: Victor Gutierrez, Coym, Rehmet & Gutierrez Engineering, L.P., 5656 South Staples, Suite 230, Corpus Christi, TX 78411, 361-991-8550
COMPLETION TIME: 120 calendar days
START DATE: July 25, 2011
END DATE: November 2, 2011

PROJECT: 2010 TxCDBG Water Line Improvements
CONTRACT AMOUNT: $ 218,545.00
DESCRIPTION: Water

OWNER: City of Llano, 301 West Main Street, Llano, TX 78643
CONTACT: Finley DeGraffenried, 325.247.4158
ENGINEER: Chien Lee, Hejl, Lee & Associates, Inc., 321 Ed Schmidt Blvd, Suite 100, Hutto, TX 78634, 512.642.3292
COMPLETION TIME: 90 calendar days
START DATE: June 22, 2011
END DATE: January 27, 2012

PROJECT:
CONTRACT AMOUNT: $ 320,797.50
DESCRIPTION: Wastewater

OWNER: City of Kerrville, 701 Main Street, Kerrvile, TX 78025
CONTACT: Dieter Werner, P.E, 830.792.8315
ENGINEER: John Hewitt, City of Kerrville Engineering Department, 800 Junction Highway, Kerrville, TX 78025, 830.257.8000
COMPLETION TIME:
START DATE: October 1, 2011
END DATE: January 1, 2012

PROJECT: Water System Improvements - CR 509 & Sullivan St.
CONTRACT AMOUNT: $ 56,939.20
DESCRIPTION: Water

OWNER: Skidmore Water Supply Corp., 423 E. St. Mary's P.O. Box 290, Skidmore, TX 78389
CONTACT: Keith Petrus, 361.287.3433
ENGINEER: Gabe Hinijosa, Naismith Engineering, Inc., 4501 Gollohar Rd., Corpus Christi. TX 78411, 361.814.9900
COMPLETION TIME: 60 Days
START DATE: October 10, 2011
END DATE: January 19, 2012

PROJECT: Second Street Improvement Projects
CONTRACT AMOUNT: $ 465,613.50
DESCRIPTION: Water/WW

OWNER:	City of Marble Falls	**ENGINEER:**	Zack Brown	**COMPLETION TIME:**	150 calendar days
	800 Third Street		Willis Enviornmental Engineering, Inc.		
	Marble Falls, TX 78654		300 Main Street	**START DATE:**	January 30, 2012
CONTACT:	Todd Estes		Marble Falls, TX 78654		
	830.798.7083		830.693.3566	**END DATE:**	May 28th, 2012

PROJECT: Safe Route to School **CONTRACT AMOUNT:** $ 306,044.00 **DESCRIPTION:** Wastewater

OWNER:	City of Florence	**ENGINEER:**	John Bartle	**COMPLETION TIME:**	
	106 S. Patterson		Neptune-Wilkinson Assosiates, Inc.		
	Florence, TX 76527		4010 Manchaca Rd.	**START DATE:**	October 25, 2011
CONTACT:	Amy Crane		Austin, TX 78704		
	254.793.2490		512.462.3373	**END DATE:**	February 10, 2012

PROJECT: Hiland Dr. to Cornell Sanitary Sewer Improvements **CONTRACT AMOUNT:** $ 212,833.00 **DESCRIPTION:** Wastewater

OWNER:	City of Waco	**ENGINEER:**	Clark Gauer	**COMPLETION TIME:**	150 calender days
	1415 N. Fourth St.		Walker Partners		
	Waco, TX 76707		600 Austin Avenue, Suite 20	**START DATE:**	
CONTACT:	Dennis Russell		Waco, TX		
	254.750.8064		254.714.1402	**END DATE:**	

PROJECT: Chisholm Trail Special Utility Special Utility District PRV & SRV Installation **CONTRACT AMOUNT:** $ 290,656.80 **DESCRIPTION:** Water

OWNER:	Chisholm Trail SPUD	**ENGINEER:**	Keith Caldwell, P.E.	**COMPLETION TIME:**	150 calendar days
	851 FM 970		Bury+Partners, Inc.		
	Florence, TX 76527		5 N. Main St.	**START DATE:**	March 15, 2012
CONTACT:	Harry Randall		Temple, TX 76501		
	254.466.4165		254.742.2110	**END DATE:**	June 19, 2012

PROJECT: 2012 Water & Sanitary Sewer Projects **CONTRACT AMOUNT:** $ 313,045.10 **DESCRIPTION:** Water/WW

OWNER:	City of Leon Valley	**ENGINEER:**	Stephen Cady	**COMPLETION TIME:**	90 claendar days
	6400 El Verde Rd.		San Antonio Design Group, Inc.		
	Leon Valley, TX 78238		12719 Spectrum Drive, Suite 100	**START DATE:**	May 31, 2012
CONTACT:	Bryon Vick		San Antonio , TX 78249		
	210.681.1232		830.980.7402	**END DATE:**	August 9, 2012

PROJECT: Bluffview Additional Sewer Improvements **CONTRACT AMOUNT:** $ 180,160.00 **DESCRIPTION:** Wastewater

OWNER:	City of Brownwood	**ENGINEER:**	Don Hatcher	**COMPLETION TIME:**	60 calendar days
	501 Center Ave.		City of Brownwood Engineering Department		
	Brownwood, TX 76804		PO Box 1389	**START DATE:**	June 12, 2012
CONTACT:	David Harris		Brownwood, TX 76804		
	325.646.7140		325.646.5775	**END DATE:**	September 26, 2012

PROJECT: 2011 Water System Improvements **CONTRACT AMOUNT:** $ 260,805.00 **DESCRIPTION:** Water

OWNER:	City of Llano	**ENGINEER:**	Chien Lee	**COMPLETION TIME:**	180 calendar days
	301 West Main St.		Hejl, Lee & Associates, Inc.		
	Llano, TX 78643		321 Ed Schmidt Blvd, Suite 100	**START DATE:**	September 5, 2012
CONTACT:	Josh Becker		Hutto, TX 78634		
	325.423.0147		512.642.3292	**END DATE:**	December 12, 2012

PROJECT:	Lightburn Area Water Grant Improvements	**CONTRACT AMOUNT:**	$ 278,413.08	**DESCRIPTION:**	Water
OWNER:	City of Beeville 400 N. Washington Beeville, TX	**ENGINEER:**	Stephan P. Grunewald, P.E. Urban Engineering 2725 Swantner Dr. Corpus Christi, TX 78404	**COMPLETION TIME:**	120 working days
CONTACT:	Deborah Balli 361.854.3101		361.854.3101	**START DATE:**	January 21, 2013
				END DATE:	March 20, 2013

PROJECT:	Atascosa River Sewer Project Phase 2	**CONTRACT AMOUNT:**	$ 259,570.00	**DESCRIPTION:**	Wastewater
OWNER:	City of Pleasanton 108 Second Street Pleasanton, TX 78064	**ENGINEER:**	John E. Metting City of Pealsanton Engineering Dept. 108 Second street Pleasanton, TX 78064	**COMPLETION TIME:**	90 calendar days
CONTACT:	John Metting 830.569.3867		830.569.3867	**START DATE:**	March 25, 2013
				END DATE:	June 6, 2013

PROJECT:	12" San Gabriel River Crossing	**CONTRACT AMOUNT:**	$ 62,109.06	**DESCRIPTION:**	Water
OWNER:	Chisholm Trail SUD 851 FM 970 Florence, TX 76527	**ENGINEER:**	Noah Shaffer Halff Associates, Inc. 2 Sierra Way St. Georgetown, TX 78626	**COMPLETION TIME:**	60 calendar days
CONTACT:	Keith Walker 512.942.6232		512.869.0045	**START DATE:**	May 15, 2013
				END DATE:	June 11, 2012

PROJECT:	Best Western Wastewater Extension	**CONTRACT AMOUNT:**	$ 46,840.00	**DESCRIPTION:**	Wastewater
OWNER:	City of Lampasas 1002 E. 1st St., Suite A Lampasas, TX 76556	**ENGINEER:**	Derrek Eckermann Eckermann Engineering, Inc. PO Box 388 Lampasas, TX 76550	**COMPLETION TIME:**	45 calendar days
CONTACT:	Dean Grant 512.556.8315		512.566.8160	**START DATE:**	June 17, 2013
				END DATE:	July 30, 2013

PROJECT:	City of Wharton Downtown Accessibility & Historic Street Scope Project	**CONTRACT AMOUNT:**	$ 376,765.75	**DESCRIPTION:**	Concrete
OWNER:	City of Wharton 120 E. Caney St. Wharton, TX 77488	**ENGINEER:**	Bradley C. Loehr Befco Engineering, Inc. PO Box 615, 485 N. Jefferson La Grange, TX 78945	**COMPLETION TIME:**	6 months
CONTACT:	Amy Kasper 979.532.4811 Ext. 801		979.968.6474	**START DATE:**	June 24, 2013
				END DATE:	March 5, 2014

PROJECT:	Collection System Construction and Repair	**CONTRACT AMOUNT:**	$ 132,810.00	**DESCRIPTION:**	Wastewater
OWNER:	City of San Marcos 630 E. Hopkins San Marcos, TX 78666	**ENGINEER:**	Jennifer G. Shell City of San Marcos Engineering Dept. 630 E. Hopkins San Marcos, TX 78666	**COMPLETION TIME:**	Work Orders
CONTACT:	Jon L. Clack 512.393.8010		512.393.8133	**START DATE:**	July 1, 2013
				END DATE:	May 9, 2014

PROJECT:	2013 Water Distribution system Improvements	**CONTRACT AMOUNT:**	$ 324,346.00	**DESCRIPTION:**	Water
OWNER:	City of Brenham 200 W. Vulcan	**ENGINEER:**	Kelly M. Hajek O'Malley Engineers	**COMPLETION TIME:**	70 calendar days

	Brenham, TX 77833	203 S. Jackson	START DATE: July 1, 2013
CONTACT:	Dane Bybee	Brenham, TX 77833	
	979.337.7434	979.836.7937	END DATE: October 25, 2013

PROJECT: Hi Circle South Water Line Replacement **CONTRACT AMOUNT:** $ 346,254.00 **DESCRIPTION:** Water

OWNER:	City of Horseshoe Bay	ENGINEER:	Jason Christensen	COMPLETION TIME:	120 calendar days
	1 Community Dr.		HDR Engineering, Inc.		
	Horseshoe Bay, TX 78657		4401 West Gate Blvd., Suite 400	START DATE:	July 15, 2013
CONTACT:	Al Morganroth		Austin, TX 78745		
	512.755.5722		512.912.5100	END DATE:	November 10, 2013

PROJECT: Silver Creek Village Water Supply Corp. Contract No. 2 **CONTRACT AMOUNT:** $ 88,975.00 **DESCRIPTION:** Water

OWNER:	City of Burnet	ENGINEER:	Joel D. Wilkinson	COMPLETION TIME:	90 calendar days
	FM 2341		Neptune-Wilkinson Assosiates, Inc.		
	Burnet, TX 78654		4010 Manchaca Rd.	START DATE:	August 12, 2013
CONTACT:	Leonard Smith		Austin, TX 78704		
	512.756.0971		512.462.3373	END DATE:	October 23, 2013

PROJECT: CDBG Project 2011-2012 Wastewater Utilities **CONTRACT AMOUNT:** $ 268,379.90 **DESCRIPTION:** Wastewater

OWNER:	City of Marble Falls	ENGINEER:	D. Martin Stary	COMPLETION TIME:	120 calendar days
	800 Third St.		K.C. Engineering, Inc.		
	Marble Falls, TX 78654		705 Hwy 281 North, Suite 103	START DATE:	October 14, 2013
CONTACT:	Perry Malkemus		Marble Falls, TX 78654		
	830.755.9705		830.693.5635	END DATE:	January 22, 2014

PROJECT: Wastewater Line Improvements **CONTRACT AMOUNT:** $ 607,151.00 **DESCRIPTION:** Wastewater

OWNER:	City of Lexington	ENGINEER:	Tim L. Sanders	COMPLETION TIME:	180 days
	604 Wheatley		Befco Engineering, Inc.		
	Lexington, TX 78947		485 Norht Jefferson, PO Box 615	START DATE:	November 25, 2013
CONTACT:	Tim Sanders		La Grange, TX 78945		
	979.968.6474		979.968.6474	END DATE:	August 8, 2014

PROJECT: 5th-7th St. Drainage Improvements **CONTRACT AMOUNT:** $ 129,728.00 **DESCRIPTION:** Concrete

OWNER:	City of Lampasas	ENGINEER:	Derrek Eckermann	COMPLETION TIME:	90 calendar days
	312 East Third St.		Eckermann Engineering, Inc.		
	Lampasas, TX 76550		1002 E. 4th St., PO Box 388 Suite A	START DATE:	November 4, 2013
CONTACT:	Shirley Little		Lampasas, TX 76550		
	512.556.8315		512.566.8160	END DATE:	January 22, 2014

PROJECT: Kerrville South Wastewater Projects Phase V **CONTRACT AMOUNT:** $ 466,653.00 **DESCRIPTION:** Wastewater

OWNER:	City of Kerrville	ENGINEER:	S. Keller Drozdick	COMPLETION TIME:	360 calendar days
	701 Main Street		Tetra Tech		
	Kerrville, TX 78025		700 N. Saint Mary's Street, Suite 300	START DATE:	January 27, 2014
CONTACT:	Kyle Burow		San Antonio, TX 78205		
	830.258.1410		210.226.2922	END DATE:	October 25, 2014

PROJECT: 8" Waterline on Spence St. & Herzog St. **CONTRACT AMOUNT:** $ 137,727.00 **DESCRIPTION:** Water

OWNER:	City of Kerrville 701 Main Street Kerrville, TX 78028	**ENGINEER:**	John M. Hewitt Hewitt Engineering, Inc. 716 Barnett St.	**COMPLETION TIME:**	100 calendar days
CONTACT:	Kyle Burow 830.258.1410		Kerrville, TX 78028 830.315.8800	**START DATE:** **END DATE:**	March 31, 2014 June 29, 2014

PROJECT: Rivherhill Blvd. Traffic Cirlce Construction Project **CONTRACT AMOUNT:** $ 42,912.00 **DESCRIPTION:** Concrete

OWNER:	City of Kerrville 701 Main Street Kerrville, TX 78028	**ENGINEER:**	Dieter Werner City of Kerrville Engineering Dept. 200 Cidney Baker St.	**COMPLETION TIME:**	30 calendar days
CONTACT:	Kyle Burow 830.258.1410		Kerrville, TX 78028 830.792.8315	**START DATE:** **END DATE:**	March 31, 2014 April 25, 2014

PROJECT: 2014 Wastewater Projects **CONTRACT AMOUNT:** $ 203,416.05 **DESCRIPTION:** Wastewater

OWNER:	City of Gonzales 820 St. Joseph Street Gonzales, TX 78629	**ENGINEER:**	Keith Schauer Doucet & Associates, Inc. 427 St. George Street, Suite 200	**COMPLETION TIME:**	120 calendar days
CONTACT:	Keith Schauer 830.672.1205		Gonzales, TX 78629 830.672.1205	**START DATE:** **END DATE:**	April 21, 2014 July 11, 2014

PROJECT: South Wolters Avenue Drainage Improvemens **CONTRACT AMOUNT:** $ 140,914.50 **DESCRIPTION:** Concrete/Water

OWNER:	City of Schulenburg 535 North Main Schulenburg, TX 78956	**ENGINEER:**	Tim Sanders Befco Engineering, Inc 485 N. Jefferson, PO Box 615	**COMPLETION TIME:**	75 calendar days
CONTACT:	Tim Sanders 979.968.6474		La Grange, TX 78745 979.968.6474	**START DATE:** **END DATE:**	May 5, 2014 July 18, 2014

PROJECT: Los Escondidos Waterline **CONTRACT AMOUNT:** $ 754,280.00 **DESCRIPTION:** Water

OWNER:	City of Marble Falls 800 Third St. Marble Falls, TX 78654	**ENGINEER:**	D. Martin Stary K.C. Engineering, Inc. 705 Hwy 281 North, Suite 103	**COMPLETION TIME:**	240 calendar days
CONTACT:	Perry Malkemus 830.755.9705		Marble Falls, TX 78654 830.693.5635	**START DATE:** **END DATE:**	May 26, 2014 August 20, 2015

PROJECT: Scott Schreiner Golf Course Bridge Repair **CONTRACT AMOUNT:** $ 87,553.00 **DESCRIPTION:** Concrete

OWNER:	City of Kerrville 701 Main Street Kerrville, TX 78028	**ENGINEER:**	Kyle Burow City of Kerrville Engineering Dept. 200 Cidney Baker St.	**COMPLETION TIME:**	30 calendar days
CONTACT:	Kyle Burow 830.258.1410		Kerrville, TX 78028 830.258.1410	**START DATE:** **END DATE:**	May 12, 2014 July 3, 2014

PROJECT: Boat Ramp Park on Lake Marble Falls **CONTRACT AMOUNT:** $ 163,210.55 **DESCRIPTION:** Concrete

OWNER:	City of Cottnwood Shores 3808 Cottonwood Shores Dr. Cottonwood Shores, TX 78657	**ENGINEER:**	Steven D. Kallman S.D. Kallman, L.P. 1106 South Mays, Suite 101	**COMPLETION TIME:**	180 calendar days
CONTACT:	Joey Krueger 830.265.8148		Round Rock, TX 78664 512.218.4404	**START DATE:** **END DATE:**	June 16, 2014 January 27, 2015

PROJECT: East 5th Street Utility Improvements **CONTRACT AMOUNT:** $ 346,195.50 **DESCRIPTION:** Water/WW

OWNER: City of Lampasas
312 E. Third Street
Lampasas, TX 76550
CONTACT: Derrek Eckermann
512.566.8160

ENGINEER: Derrek Eckermann
Eckermann Engineering, Inc.
P.O. Box 388
Lampasas, TX 76550
512.566.8160

COMPLETION TIME: 90 calendar days
START DATE: July 21, 2014
END DATE: November 15, 2014

PROJECT: North Austin Avenue Sidewalk Improvement Project **CONTRACT AMOUNT:** $ 404,676.50 **DESCRIPTION:** Concrete

OWNER: City of Georgetown
113 East 8th Street
Georgetown, TX 78626
CONTACT: Daniel Hernandez
515.930.8144

ENGINEER: David Hawely
URS Corporation
9400 Amberglen Blvd.
Austin, TX 78726
512.454.4797

COMPLETION TIME: 110 working days
START DATE: July 21, 2014
END DATE: January 6, 2015

PROJECT: Rivherhill Blvd. Traffic Cirlce Construction Project **CONTRACT AMOUNT:** $ 22,500.00 **DESCRIPTION:** Concrete

OWNER: City of Kerrville
701 Main Street
Kerrville, TX 78028
CONTACT: Kyle Burow
830.258.1410

ENGINEER: Dieter Werner
City of Kerrville Engineering Dept.
200 Cidney Baker St.
Kerrville, TX 78028
830.792.8315

COMPLETION TIME: 15 calendar days
START DATE: September 22., 2014
END DATE: October 3, 2014

PROJECT: Lamar Street Waterline Replacement **CONTRACT AMOUNT:** $ 431,922.50 **DESCRIPTION:** Water

OWNER: City of Temple
3210 E. Avenue H.
Temple, TX 76501
CONTACT: Sharon Carlos
254.298.5152

ENGINEER: Aldo J. Sotelo
Bury, Inc.
5 North Main Street
Temple, TX 76501
(254)742-2110

COMPLETION TIME: 180 calendar days
START DATE: October 6, 2014
END DATE: April 20, 2015

PROJECT: 2013/2014 Sludge Thickener for Water Treatment Plant **CONTRACT AMOUNT:** $ 209,995.00 **DESCRIPTION:** Water

OWNER: City of Cottnwood Shores
3808 Cottonwood Shores Dr.
Cottonwood Shores, TX 78657
CONTACT: Joey Krueger
830.265.8148

ENGINEER: Larry Jezek
S.D. Kallman, L.P.
1106 South Mays, Suite 101
Round Rock, TX 78664
512.218.4404

COMPLETION TIME: 180 calendar days
START DATE: October 30, 2014
END DATE: April 3, 2015

PROJECT: North U.S. Hwy. 281 Wastewater Line Improvements, Phase II **CONTRACT AMOUNT:** $ 180,527.00 **DESCRIPTION:** Wastewater

OWNER: City of Johnson City
303 East Pecan Street
Johnson City, TX 78636
CONTACT: Steve Kallman
512.218.4404

ENGINEER: Steve Kallman
S.D. Kallman, L.P.
1106 South Mays, Suite 101
Round Rock, TX 78664
512.218.4404

COMPLETION TIME: 225 calendar days
START DATE: October 30, 2014
END DATE: June 6, 2015

PROJECT: 4th Street Sidewalk Improvements Rebid **CONTRACT AMOUNT:** $ 104,609.90 **DESCRIPTION:** Concrete

OWNER: City of Johnson City
303 East Pecan Street

ENGINEER: Roy Wright
Jacob & Martin, LTD.

COMPLETION TIME: 90 calendar days

	Johnson City, TX 78636	3465 Curry Lane	START DATE: January 5, 2015
CONTACT:	Rob Lindsey	Abilene, TX 79606	
	325.648.2695	325.695.1070	END DATE: May 20, 2015

PROJECT: St. Vincent Waterline Project **CONTRACT AMOUNT:** $ 298,329.00 **DESCRIPTION:** Water

OWNER:	City of Gonzales	ENGINEER: Keith Schauer	COMPLETION TIME: 120 calendar days
	820 St. Joseph Street	Doucet & Associates, Inc.	
	Gonzales, TX 78629	427 St. George Street, Suite 200	START DATE: January 19, 2015
CONTACT:	Keith Shauer	Gonzales, TX 78629	
	830.672.1205	830.672.1205	END DATE: June 5, 2015

PROJECT: Crestline to IH 37 Water Line Project **CONTRACT AMOUNT:** $ 459,390.96 **DESCRIPTION:** Water

OWNER:	City of Pleasanton	ENGINEER: John Metting	COMPLETION TIME: 120 calendar days
	108 Second Street	Engineer (City of Pleasanton)	
	Pleasanton, TX 78064	108 Second Street	START DATE: January 12, 2015
CONTACT:	John Metting	Pleasanton, TX 78064	
	830.569.3867 Ext. 227	830.569.3867 Ext. 227	END DATE: Auust11, 2015

PROJECT: Loop Street Waterline Improvements **CONTRACT AMOUNT:** $ 725,168.60 **DESCRIPTION:** Water

OWNER:	City of San Marcos	ENGINEER: Zeferino Mendoza	COMPLETION TIME: 150 calendar days
	630 E. Hopkins	Engineer (City of San Marcos)	
	San Marcos, TX 78666	630 E. Hopkins	START DATE: January 9, 20145
CONTACT:	Zeferino Mendoza	San Marcos, TX 78666	
	512.393.8149	512.393.8149	END DATE: July 30, 2015

PROJECT: 2nd Street Sidewalk Project **CONTRACT AMOUNT:** $ 116,404.00 **DESCRIPTION:** Concrete

OWNER:	City of Marble Falls	ENGINEER: D. Martin Stary	COMPLETION TIME: 60 Calendar Days
	800 Third St.	K.C. Engineering, Inc.	
	Marble Falls, TX 78654	705 Hwy 281 North, Suite 103	START DATE: April 13, 2015
CONTACT:	Perry Malkemus	Marble Falls, TX 78654	
	830.755.9705	830.693.5635	END DATE: July 28, 2015

PROJECT: West 3rd Street Water Improvements **CONTRACT AMOUNT:** $ 210,882.00 **DESCRIPTION:** Water

OWNER:	City of Lampasas	ENGINEER: Derrek Eckermann	COMPLETION TIME: 120 calendar days
	312 E. Third Street	Eckermann Engineering, Inc.	
	Lampasas, TX 76550	P.O. Box 388	START DATE: April 20, 2015
CONTACT:	Derrek Eckermann	Lampasas, TX 76550	
	512.566.8160	512.566.8160	END DATE: August 17, 2015

PROJECT: Lampasas Middle School Wastewater Improvements **CONTRACT AMOUNT:** $ 102,439.00 **DESCRIPTION:** Wastewater

OWNER:	City of Lampasas	Derrek Eckermann	COMPLETION TIME: 60 Calendar Days
	312 E. Third Street	Eckermann Engineering, Inc.	
	Lampasas, TX 76550	P.O. Box 388	START DATE: June 15, 2015
CONTACT:	Derrek Eckermann	Lampasas, TX 76550	
	512.566.8160	512.566.8160	END DATE: July 27, 2015

PROJECT: Cedar Oaks Mesa Water Line Improvements **CONTRACT AMOUNT:** $ 260,597.50 **DESCRIPTION:** Water

OWNER:	Hays County 712 S. Stagecoach Trail San Marcos, TX 78666	Chien Lee Hejl, Lee & Associates 312 E. Schmidt Rd. Hutto, TX 78634	**COMPLETION TIME:** 120 Calendar Days
CONTACT:	Dave Barnett 512.565.1384	512.642.3292	**START DATE:** June 15, 2015 **END DATE:** September 16, 2015

PROJECT: 2014 CDBG Contract No. 7214279 **CONTRACT AMOUNT:** $ 324,750.75 **DESCRIPTION:** Water/WW

OWNER:	City of Lampasas 312 E. Third Street Lampasas, TX 76550	Derrek Eckermann Eckermann Engineering, Inc. P.O. Box 388 Lampasas, TX 76550	**COMPLETION TIME:** 120 Calendar Days
CONTACT:	Derrek Eckermann 512.566.8160	512.566.8160	**START DATE:** June 29, 2015 **END DATE:** October 26, 2015

PROJECT: Wastewater Systems Improvements CDBG No. 7214381 **CONTRACT AMOUNT:** $ 297,085.50 **DESCRIPTION:** Wastewater

OWNER:	City of Rockdale 505 W. Cameron Rockdale, TX 76567	Alan Draper KSA Engineers, Inc. 4833 Spicewood Springs Rd, Suite 204 Austin, TX 78759	**COMPLETION TIME:** 120 Calendar Days
CONTACT:		512.342.6868	**START DATE:** October 26, 2015 **END DATE:** April 12, 2016

PROJECT: Harris Hill Road Drainage Improvements **CONTRACT AMOUNT:** $ 256,631.50 **DESCRIPTION:** Concrete

OWNER:	Hays County 712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX 78666	Zachary Bolian Ryan Klotz & Associates 901 South Mopac Expy, Bldg V, Ste. 220 Austin, TX 78746	**COMPLETION TIME:** 64 Working Days
CONTACT:		512.328.5771	**START DATE:** September 21, 2015 **END DATE:** February 12, 2016

PROJECT: Downtown Revitilization Project **CONTRACT AMOUNT:** $ 128,845.00 **DESCRIPTION:** Concrete

OWNER:	City of Schulenburg 535 North Main Schulenburg, TX 78956	**ENGINEER:** Tim Sanders Befco Engineering, Inc 485 N. Jefferson, PO Box 615 La Grange, TX 78745	**COMPLETION TIME:** 90 Calendar Days
CONTACT:	Tim Sanders 979.968.6474	979.968.6474	**START DATE:** November 2, 2015 **END DATE:** February 15, 2016

PROJECT: Canyon Park Estates Wastewater Improvements **CONTRACT AMOUNT:** $ 974,161.00 **DESCRIPTION:** Wastewater

OWNER:	GBRA 933 East Court Street Seguin, TX 78155	**ENGINEER:** GBRA 933 East Court Street Seguin, TX 78155 Gary Asbury	**COMPLETION TIME:** 180 Calendar Days
CONTACT:		830-379-5822	**START DATE:** November 5, 2015 **END DATE:** September 30, 2016

PROJECT: CVS Pharmacy (Store #10691) **CONTRACT AMOUNT:** $ 601,783.23 **DESCRIPTION:** Water/WW

OWNER:	Lasco Development Co. 3301 Edloe Street, Suite 100 Houston, TX 77027	**GC:** Linda Rubio Suntech General Contractors 11326 Perry Rd. Houston, TX 77064	**COMPLETION TIME:** 150 Calenday Days
CONTACT:	Todd Womack 713-961-0280	830-625-8553	**START DATE:** October 15, 2015 **END DATE:** February 10, 2016

PROJECT: Bluff to Camp Lone Star Water Line Improvements
CONTRACT AMOUNT: $ 201,125.00
DESCRIPTION: Water

OWNER: Fayette Water Supply Corp.
200 Bordovsky Rd.
La Grange, TX 78945
CONTACT:

ENGINEER: Bradly Loehr
BEFCO Engineering, Inc.
485 N. Jefferson
La Grange, TX 78945
979-968-6474

COMPLETION TIME: 90 Calendar Days
START DATE: January 25, 2016
END DATE: April 15, 2016

PROJECT: Ingram, Chamberlain, and Altman Street Wastewater Line and Paving
CONTRACT AMOUNT: $ 206,411.50
DESCRIPTION: Wastewater

OWNER: Kingsland MUD
100 Ingram St.
Kingsland, TX
CONTACT:

ENGINEER: Jason Jones
Jones-Heroy & Associates, Inc.
2204 S. HWY 281, Suite D
Lampasas, TX 76550
512-556-2300

COMPLETION TIME: 60 calendar days
START DATE: April 18, 2016
END DATE:

PROJECT: Old Bastrop HWY Water Line Replacement
CONTRACT AMOUNT: $ 239,713.54
DESCRIPTION: Water

OWNER: Lodges at Parkers Pond
139 E. Hopkins, Suite B
San Marcos, TX 78666
CONTACT: Chris Woods
512-557-6647

ENGINEER: Michael F. Lucci
24165 IH-10 W, Ste. 217-408
San Antonio, TX 78257
210-213-3462

COMPLETION TIME: 120 calendar days
START DATE: April 18, 2016
END DATE: August 5, 2016

PROJECT: Sidewalk Accessibility and Historic Streetscape Project
CONTRACT AMOUNT: $ 780,104.05
DESCRIPTION: Concrete

OWNER: City of Wharton
120 E. Caney St.
Wharton, TX 77488
CONTACT:

ENGINEER: Blaise Dreitner
CivilCorp, LLC
702 Irvine St.
Yoakum, TX 77995
361-2933-700

COMPLETION TIME: 180 calendar days
START DATE: July 11, 2016
END DATE: In Progress

PROJECT: Water, Sewer and Street Improvements (No.7215342 ED)
CONTRACT AMOUNT: $ 408,005.25
DESCRIPTION: Water/WW

OWNER: City of Flatonia
125 E. South Main
Flatonia, TX 78941
CONTACT:

ENGINEER: Joseph Willrich
BEFCO Engineering, Inc.
485 N. Jefferson
La Grange, TX 78945
979-968-6474

COMPLETION TIME: 90 calendar days
START DATE: June 13, 2016
END DATE: October 10, 2016

PROJECT: Water Line Improvements (No. 7215161)
CONTRACT AMOUNT: $ 227,330.00
DESCRIPTION: Water

OWNER: City of Flatonia
125 E. South Main
Flatonia, TX 78941
CONTACT:

ENGINEER: Gene Kruppa
BEFCO Engineering, Inc.
485 N. Jefferson
La Grange, TX 78945
979-968-6474

COMPLETION TIME: 180 calendar days
START DATE: July 18, 2016
END DATE: October 10, 2016

PROJECT: Borgfeld Rd. Water & Sewer System Improvements
CONTRACT AMOUNT: $ 475,187.75
DESCRIPTION: Water/WW

OWNER: City of Cibolo
200 South Main Street

ENGINEER: Nadia Sanchez
Klein & Cope Engineering, Inc.

COMPLETION TIME: 75 calendar days

	Cibolo, TX 78108	8611 Botts Lane	START DATE: June 27, 2016
CONTACT:		San Antonio, TX 78217	
		210-828-7070	END DATE: February 3, 2017

PROJECT: RM 1431 Pedestrian Bradge & Sidewalk Project **CONTRACT AMOUNT:** $ 286,219.00 **DESCRIPTION:** Concrete

OWNER:	City of Cedar Park	ENGINEER:	Eric Galindo	COMPLETION TIME:	90 calendar days
	450 Cypress Creek Rd.		Stantec		
	Cedar Park, TX 78613		221 West 6th Street	START DATE:	August 8, 2016
CONTACT:	David Dial		Austin, TX 78701		
	512-784-45456		512-328-0011	END DATE:	In Progress

PROJECT: Sewer Collection System Improvements (TDA #7215020) **CONTRACT AMOUNT:** $ 263,923.00 **DESCRIPTION:** Wastewater

OWNER:	City of Bangs	ENGINEER:	Kirt Harle	COMPLETION TIME:	150 calander days
	109 First Street		Jacob & Martin		
	Bangs, TX 76823		3465 Curry Lane	START DATE:	Ocobter 17, 2016
CONTACT:	Nan Billings		Abilene, TX 79606		
	325-752-6223		325-695-1070	END DATE:	In Progress

PROJECT: Water Line Replacement North Forty Addtion (TxCDBG #7215129) **CONTRACT AMOUNT:** $ 407,578.50 **DESCRIPTION:** Water

OWNER:	City of Dripping Springs	ENGINEER:	Joel Wilkinson	COMPLETION TIME:	120 calander days
	511 Mercer Street		Neptune-Wilkinson Associates, Inc.		
	Dripping Springs, TX 78620		4010 Manchaca Rd.	START DATE:	October 31, 2016
CONTACT:			Austin, TX 78704		
			512-462-3373	END DATE:	In Progress

PROJECT: Water Line Extension - North Forty Addition **CONTRACT AMOUNT:** $ 68,629.00 **DESCRIPTION:** Water

OWNER:	Dripping Springs WSC	ENGINEER:	Joel Wilkinson	COMPLETION TIME:	30 calader days
	101 Hays St. #406		Neptune-Wilkinson Associates, Inc.		
	Dripping Springs, TX 78620		4010 Manchaca Rd.	START DATE:	TBD
CONTACT:			Austin, TX 78704		
	512-858-7897		512-462-3373	END DATE:	In Progress

PROJECT: Wastewater Improvements (TDA - CDBG #7215211) **CONTRACT AMOUNT:** $ 219,088.00 **DESCRIPTION:** Wastewater

OWNER:	City of Hico	ENGINEER:	Jed Sulak	COMPLETION TIME:	150 calander days
	120 W. 1st Street		BSP Engineers, Inc.		
	Hico, TX 76457		4800 Lakewood Drive, Suite 2	START DATE:	November 17, 2016
CONTACT:			Waco, Texas 76710		
			254-756-1610	END DATE:	In Progress

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers**. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: **GENERAL CONTRACTOR** % of Proposed Contract Amount: 33%

Business Name: Fortiline Waterworks

Contact Name: Stephen Resendez

Telephone: (210) 444-1199

Address, City, State, Zip: 3011 North Pan Am Expy, San Antonio, TX 78219

****

Category of Work: _____ % of Proposed Contract Amount: 33%

Business Name: Ferguson Waterworks

Contact Name: Brad Ellis

Telephone: (512) 268-0490

Address, City, State, Zip: 200 Bunton Creek Rd., Kyle, TX 78640

****

Category of Work: _____ % of Proposed Contract Amount: 33%

Business Name: Techline Pipe

Contact Name: Brian Heinsohn

Telephone: (512) 759-4290

Address, City, State, Zip: 2259 Innovation Blvd., Hutto, TX 78634

****

Category of Work: _____ % of Proposed Contract Amount: 33%

Business Name: ACT Pipe & Supply

Contact Name: Keith Mayfield

Telephone: (210) 946-6969

Address, City, State, Zip: 4719 Dodge Street, San Antonio, TX 78217

****

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

Percentages should total to 100%

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Draft Contract

CONTRACT FOR WATER LINE IMPROVEMENTS BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS AND M&C Fonseca Construction Co., Inc. RFCSP No. ES-04-17

This contract for Water Line Improvements ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and M&C Fonseca Construction Co., Inc., a Texas Corporation (*type of entity*) "Contractor"), effective as of the _____ day of _____, 2017.

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-04-17, for the replacement of existing water mains, water valves, and fire hydrants and reestablishment of services connections to the mains in Arden Road, Sherwood Way, Knickerbocker Road, Mackenzie Street, Gillis Street, and 2nd Street as specified in the RFCSP No. ES-04-17 and contract documents ("Work").

B. Contractor's proposal in response to the RFCSP No. ES-04-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS: The recitals are true and correct and are hereby incorporated into and made a part of this Contract.

2. STATEMENT OF WORK:

A. Contractor shall be responsible for completing Work described in RFCSP No. ES-04-17, the replacement of existing water mains, water valves, and fire hydrants and reestablishment of services connections to the mains in Arden Road, Sherwood Way, Knickerbocker Road, Mackenzie Street, Gillis Street, and 2nd Street (hereinafter together referred to as the "Work").

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within _____ consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City

Engineer.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of EIGHT HUNDRED TWENTY DOLLARS AND 00/100 ($820.00) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. CONTRACT PRICE: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid price of _____ _____ ($_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. PAYMENT PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

7. CONTRACT DOCUMENTS: The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Competitive Sealed Proposal No. ES-04-17, Water Line Improvements, **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-04-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-04-17, any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP and

City of San Angelo Owner's Construction General Conditions, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal.

8. REPRESENTATIONS OF CONTRACTOR: In order to induce City to enter into this Contract, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. OWNERSHIP OF DOCUMENTS: Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Contract is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract.

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

12. AWARD OF CONTRACT: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

13. PUBLIC RECORDS: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall be considered a material breach of this Contract and result in the immediate termination of this Contract by City.

14. DEFAULT: If Contractor fails to comply with any term or condition of this Contract, or fails to

perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Contractor, terminate this Contract whereupon all unpaid contract funds shall be available to City to complete the construction and/or remedy any defective performance by Contractor. Should Contractor default, any advances for Work to be performed or materials to be ordered which have been paid by City to Contractor shall be immediately returned to City. Should the costs to complete the construction and/or remedy any defective performance by Contractor exceed the remaining contract balance, Contractor shall be liable to City for all costs and expenses to complete the construction and/or remedy any defective performance, to include any cost associated with re-procurement, and for any consequential and incidental damages suffered by City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

15. TERMINATION RIGHTS OF CITY:

A. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, City shall have the right to terminate this Contract, in its sole discretion, at any time, for any reason, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, City shall have the right to terminate this Contract, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra Work under paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute may be submitted to non-binding mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement

be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra Work, may be submitted to mediation at the sole discretion of City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

B. If in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in paragraph 19.

18. INDEMNIFICATION:

A. GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Contract. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-

contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

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

D. RETROACTIVE APPLICATION. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous contracts between City and Contractor.

19. INSURANCE REQUIREMENTS:

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

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

2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

4) Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation

of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.

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

6) Subcontractors' Insurance. Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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

1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors [to remain in force for two (2) years after final payment].

Coverage limits shall not be less than:

$2,000,000.00	**General Aggregate**
$1,000,000.00	**Products- Completed Operations**
$1,000,000.00	**Personal & Advertising Injury**
$1,000,000.00	**Each Occurrence**
$ 100,000.00	**Fire Damage (any one fire)**

2) Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

$1,000,000.00 **Combined Single Limits**

3) Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous

coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Policy limits shall not be less than:

$2,000,000.00	**Combined Single Limits**
$1,000,000.00	**Per Loss**
$1,000,000.00	**Annual Aggregate**

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

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

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

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

20. INDEPENDENT CONTRACTOR: Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to Services to be performed under this Contract. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

21. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

23. AMENDMENTS: City and Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall only address the items or issues dealt with in the amendment and shall not invalidate any other portion or provision of this Contract, nor relieve or release City or Contractor from their respective obligations under this Contract except as may be specifically set forth in the amendment.

24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be

bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

25. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:

City of San Angelo
Office of the City Engineer
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:

M&C Fonseca Construction Co., Inc.

Attn: Jordan Tubig
1901 Prairie Creek Rd.
Granite Shoals, TX 78654

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given to City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

27. MISCELLANEOUS PROVISIONS:

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of this Contract. City's exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity that may be available to City against either Contractor or its Surety.

B. Attorneys' Fees: If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

C. Conflicts: This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

D. Severability: If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

E. Venue: This Contract, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Contract shall rest exclusively in the state district court(s) located in Tom Green County, Texas.

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

G. Enforcement: This Contract shall be construed and enforced according to the laws of the

State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Contract.

I. No Waiver: No waiver or breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

J. Validity of Contract Terms: Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

28. CONTINGENCY CLAUSE: Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and this Contract is subject to amendment or termination for convenience due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

30. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE: Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

(Signature page to follow)

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

CONTRACTOR: M&C Fonseca Construction Co., Inc.

By:_____
Matias Fonseca, President

ATTEST:
By: _____
Jordan Tubig
Its: Contracts Administratror

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Whorton Insurance Services
11200 Jollyville Rd.
Austin TX 78759-4813

CONTACT NAME: Rachel zzKennedy
PHONE (A/C, No, Ext): (512) 338-1191 FAX (A/C, No): (512) 338-1196
E-MAIL ADDRESS: RachelK@Whortonins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Co	13021
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
M&C Fonseca Construction Co., Inc.
1901 Prairie Creek Road
Granite Shoals TX 78654

COVERAGES CERTIFICATE NUMBER: 2016-17 Master Revised REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			85320901	10/3/2016	10/3/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			85320901	10/3/2016	10/3/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 2,500
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			85320901	10/3/2016	10/3/2017	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001295078	10/3/2016	10/3/2017	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A				85320901	10/3/2016	10/3/2017		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jim Whorton/MMIREL

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CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

EXHIBIT "A"

CONTRACT FOR WATER LINE IMPROVEMENTS

REQUEST FOR COMPETITIVE SEALED PROPOSALS
RFCSP ES-04-17

(Following pages)

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

EXHIBIT "B"

CONTRACT FOR WATER LINE IMPROVEMENTS

RFCSP ES-04-17
CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

(Following pages)

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Attachment 1

CONTRACT FOR WATER LINE IMPROVEMENTS

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

CITY OF SAN ANGELO
Acknowledgements
RFCSP: ES-04-17/Waterline Improvement Project

	Proposals Received	City	State
1	Darnell Construction, LLC	San Angelo	TX
2	M&C Fonseca Construction Company Inc	Granite Shoals	TX

	RFP Invitations Sent To:	City	State
1	Darnell Construction, LLC	San Angelo	TX
2	Dickson Underground Utility Construction, LLC	San Angelo	TX
3	Garney Companies, Inc.	Kansas City	MO
4	HD Supply Waterworks	Waco	TX
5	Housley Communication Inc	San Angelo	TX
6	Roberts Construction	San Angelo	TX
7	S.W. Sdidel Construction	Christoval	TX
8	Western Industrial Supply	Amarillo	TX
9	Wright Construction Co., Inc.	Grapevine	TX
10	Dodge Data & Analytics	Hot Springs	AR
11	Housley Communication Inc	San Angelo	TX
12	Morrison Supply	San Angelo	TX
13	Reece Albert	San Angelo	TX
14	Roberts Construction	San Angelo	TX
15	Texas Water & Soil	San Angelo	TX

NOTE: Include this form with your Agenda Memo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: March 7, 2017

Item type: Regular Item

Caption:

Discussion regarding amending City policy to support Low Income Housing Tax Credit (LIHTC) projects city wide and not limit projects to neighborhoods targeted for revitalization (Requested by Council Member Self; Presentation by Neighborhood Services Director Bob Salas)

Summary/History:

During the February 21st Council meeting, several issues were brought up in connection with the current policy on Low Income Housing Tax Credit (LIHTC) project support with direction from Council to review and amend the current policy to better support these projects to make them more competitive at the state level. Staff has reviewed the policy and is recommending following changes:
- Move the application deadline from Oct to end of Dec. Move still allows time for staff to set up public forums prior to requesting Council support.
- Eliminate the requirement for the project to be located in neighborhoods targeted for revitalization. Allows project to be located city-wide.
- Require developers to first notify appropriate council members of proposed project.
- Continue to require public forums to obtain citizen input.

Financial Impact:

No fiscal impact.

Other Information/Recommendation:

Attachments:

Presentation:

By Robert Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval