



City Council Agenda 1/16/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held January 16, 2024 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Chaplain Prayer & Pledges

3. Proclamations/Recognitions

- a. Proclamation of January 2024 as School Board Recognition Month

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the December 19, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving Amendment #1 in the amount not to exceed \$47,500 to Task Order 4 with eHT for Construction Materials Testing in relation to the Hickory Ground Water Supply System Expansion Project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- c. Consider approving Change Order #1 and Change Order #2 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$88,060 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Consider approving Change Order #2 to WU-04-23 Lake Nasworthy Wastewater System Improvements Project with McKee Utility Contractors, LLC for the total amount of \$259,707.30 utilizing project contingency funds and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Consider approving Change Order #7 and Change Order #8 to ES-01-21 Southwest Boulevard Improvements Project with Reece Albert, Inc. in the total amount of \$91,091.87 utilizing project contingency and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- f. Consider approving TIPS Contract #221001 for the purchase of two Dump Trucks with the option to purchase one additional unit annually from Lone Star Truck Group in the amount of \$435,000 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- g. Consider awarding the purchase of two Sewer Combination Trucks and authorizing the City Manager to negotiate and execute any related documents:
1. HGAC Contract HT06-20 for the purchase of one Sewer Combination Truck from Houston

Friightliner in the amount of \$352,589.15

2. TIPS Contract 221001 for the purchase of one Truck Chassis from Lonestar Truck Group in the amount of \$109,103 and Sourcwell Contract 101224-VTR for the purchase of one Sewer Combination Body from Vactor Manufacturing in the amount of \$257,722 (Ryan Krmer)

- h. Consider approving an amendment to the current Agreement with The Vessel Church for additional office space at Station 618 and authorizing the City Manager to negotiate and execute all related documents (Samantha Kneisler)
- i. Consider a resolution authorizing the City of San Angelo to serve as the political subdivision for the Region 9 Upper Colorado Regional Flood Planning Group pursuant to 31 Texas Administrative Code Chapters 361 and 362 and allow for the submission of a Request for Applications for Regional Flood Planning Grants to the Texas Water Development Board (Shane Kelton)
- j. Consider a resolution authorizing the San Angelo Police Department to apply for grant funds from the Office of the Governor, Criminal Justice Division, for Rifle-Resistant plates for Bullet Proof Vests (David Howard)
- k. Consider a resolution authorizing the San Angelo Fire Department to apply for the State Homeland Security Grant Program (Johnny Fisher)
- l. Consider resolutions approving the Investment Policies for the City of San Angelo, Lake Nasworthy Trust, and Development Corporation Funds (Tina Dierschke)
- m. Second reading of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Aaron Vannoy)
- n. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for capital projects (Tina Dierschke)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider a resolution of support for the proposed development of the Bergman Heights Senior Affordable Housing located at SEQ Petro Dr. and Ben Ficklin Rd. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for KCG Bergman Heights, LP (Presentation made by Neighborhood and Family Services Director Bob Salas and CJ Linter)
- b. Discussion and direction related to the Community Accessibility and Connectivity Project (CACP) Grant award and related projects (Presentation made by Operations Director Patrick Frerich)
- c. Discussion and review of Chapter 8, Article 8.10 - Parking Vehicles on Unimproved Surface of the Code of Ordinances (Presentation made by Neighborhood and Family Services Director Bob Salas)
- d. Discussion and review of Chapter 1, Article 1.09, Division 3 - Uniform Tax Abatement Policy of the Code of Ordinances (Presentation made by Interim Economic Development Director Michael Dane)

- e. Discussion and review on Animal Services and challenges faced by San Angelo and other cities throughout the state/country (Presentation made by Neighborhood and Family Services Assistant Director Morgan Chegwiddden)
- f. First reading and public hearing of an ordinance for Z23-17 to rezone properties from Single-Family Residential zoning district to Two-Family Residential zoning district, located at 1212, 1210 & 1208 Roosevelt St. (Presentation made by Planning and Development Services Assistant Director Aaron Vannoy)

7. Closed Session

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

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
Animal Services Advisory Commission: Jen Murphy (SMD2) to a third term ending January 2026
Civic Events Advisory Board: Norma Brawner (SMD4) to a second term ending December 2025
Fort Concho Museum Board: Lisa Marley (SMD2), Colleen Haddad (SMD3), and Sarah Clemens (SMD5) all to a second term ending January 2026
Planning Commission: Luke Uherik (SMD1) and Joe Self (SMD2) to a third term, Michelle Miller (SMD6) to a first full term, all January 2026
Tax Increment Reinvestment Zone: John Mark Hogg (SMD1) as Chairman of the board for a one-year term ending January 2025
Zoning Board of Adjustments: Lorenzo Lasater (SMD1) to a first term, Teri Jackson (SMD3) to a first full term, Lyndon Roberts-Galindo (SMD5) and Don Barnhart (SMD6) to a second term, and Gary Cortese (Mayor) to a third term, all ending January 2026.
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 5th day of January 2024, at 5:07 p.m.


Heather Stastny, City Clerk

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

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

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

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

Proclamation

The mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to our society and an ever-changing world.

Our San Angelo ISD Board members are committed to the children of San Angelo and believe all children can be successful life-long learners and that the best education is tailored to the individual needs of each child to support each child's hopes and dreams. This distinguished group of servant leaders includes Board President Dr. Taylor Kingman, Vice President Mrs. Ami Mizell-Flint, Secretary Mr. Gerard Gallegos, Treasurer Mr. Bill Dendle, Mrs. Pam Duncan, Dr. Kyle Mills and Mrs. Lupita Arroyo.

SAISD board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students. They are responsible for ensuring the structure that provides a solid foundation for our school system, and dedicate numerous unpaid personal hours to support and lead our San Angelo schools.

Our San Angelo ISD school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, declare our appreciation to the members of the San Angelo Independent School Board and proclaim the month of January 2024 as

SCHOOL BOARD RECOGNITION MONTH

in San Angelo, Texas and urge all citizens to join us and San Angelo ISD in recognizing the dedication and hard work of the SAISD school board members and to partner with them to mold an education system that meets the needs of both today's and tomorrow's children and produces future-ready graduates.

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 16th day of January 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, December 19, 2023

Quorum Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, December 19, 2023, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges led, by San Angelo Police Department Chaplain Gary Jenkins.

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

Rodolph Saldano performed three Christmas songs on the saxophone.

Mayor Brenda Gunter thanked citizens, local businesses, churches, non-profits, and city staff for everyone's contributions to making San Angelo a unique place to live.

County resident Jackie Chesnutt inquired about annexation for neighboring communities and requested clarification on budget items related to facilities maintenance.

Shannon Stanford with ADDACV expressed concern with vape shops near schools.

5. Consent Agenda

- a. Approval of the December 5, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Approval of a Quit Claim Deed from the City of San Angelo to OPG Roosevelt Lofts Partners LLC for the following tracts:
 1. 602-sq. ft. (0.014 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334 Deed Records of Tom Green County, Texas
 2. 82-sq. ft. (0.001 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334, Deed Records of Tom Green County, Texas
(Sarah Tackett-Torres)
- c. Approval of a professional services agreement with Dr. Marcos Mavromaras to provide services as the Emergency Medical Services Director for the San Angelo Fire Department and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- d. Approval of the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) (Bob Salas)

- e. Adoption of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 31.356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas, located northwest of Arden Rd. and F.M. 2288 (Aaron Vannoy)
- f. Adoption of an ordinance for Z23-08 to zone property to the Single-Family Residential zoning district, being 31.356 acres, located northwest of the intersection of Arden Rd. and FM 2288 (Aaron Vannoy)
- g. Adoption of an ordinance amending Chapter 12 "Planning and Development", Exhibit C "Land Development and Subdivision Ordinance", Chapters 1, 5, 9, and 10 addressing administrative approval of certain subdivision plats and other revisions and clarifications to ensure consistency with state law and changes to the City's zoning ordinance (Aaron Vannoy)
- h. Adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for:
 - 1. Police Department salary adjustments
 - 2. Fire Department salary adjustments
 - 3. Ongoing projects and capital items
 - 4. HOME Affordable housing program(Tina Dierschke)

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

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve item 5e, as presented by Planning and Development Services Assistant Director Aaron Vannoy. The motion carried (7) ayes to (0) nays, with no public comment.

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve item 5f, as presented by Planning & Development Services Assistant Director Aaron Vannoy. The motion carried (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Adoption of a resolution of donation from Wall Sophomore FCCLA Students for items related to awareness, public education, and projects related to contamination at Lake Nasworthy (Presentation made by Operations Director Patrick Frerich and Wall FCCLA)

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

- b. Overview and update on Angelo State University's current and future development of programs at Mathis Field Airport (Presentation made by Vice President for Academic Affairs Dr. Donald Topliff)

Citizen Jackie Chesnutt expressed concern about the impact to the City's budget for facilities maintenance and asked about enrollment requirements for ASU's aviation program.

No action taken.

- c. Adoption of a resolution of support for the historic preservation and rehabilitation of the Crestwood Terrace Apartments at 3130 W. Beauregard Ave. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for GC Crestwood Terrace LLC (Presentation made by Neighborhood & Family Services Director Bob Salas and Michael Beard, GC Crestwood Terrace LLC)

County resident Jackie Chesnutt asked for clarification on the scope of rehabilitation of the proposed project site.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Gonzales, to approve the item, as presented. The motion carried unanimously, (7) ayes to (0) nays.

- d. Discussion and acceptance of the 2023 City of San Angelo ADA Self-Assessment of Programs and Services (Presentation made by City Attorney Theresa James)

County resident Jackie Chesnutt asked for clarification on funds available for ADA improvements such as ramps and curb cuts.

Human Resources and Risk Management Director Bryan Kendrick commended ADA Coordinator Theresa James on the work that has been done to improve ADA accommodations for the city.

Citizen Sharon Troy (SMD 3) thanked ADA Coordinator Theresa James for her work on ADA improvements and the ADA advisory committee.

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

- e. Approval of a contract to Central Square for the purchase of an updated Community Service Module in the amount of \$312,770 utilizing \$346,070 General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

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

- f. First reading and public hearing of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

Chamber of Commerce VP of Economic Development Michael Looney thanked Council for their support of this item.

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously, (7) ayes to (0) nays.

- g. Discussion, direction and possible action on the following:
1. Amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance.
2. Denial of a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 406 "Bed and Breakfast and Short-Term Rentals" of the Zoning Ordinance, and establishing alternative notice procedures (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

[Council directed staff to get clarifications and make possible changes regarding multiple rentals on a single lot, proximity public and private schools, childcare facilities, and deed restrictions.]

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

- h. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 20, 2024, for capital projects (Presentation made by Finance Director Tina Dierschke)

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

- i. Approval of a contract with the San Angelo Destination Marketing Organization (DMO) allocating Hotel Occupancy Tax receipts to be used for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Finance Director Tina Dierschke)

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

New Quorum for Remainder of Meeting:

Mayor Brenda Gunter

Mayor Pro tem Lucy Gonzales, SMD 4

Council Member Tommy Hiebert, SMD 1

Council Member Tom Thompson, SMD 2

Council Member Harry Thomas, SMD 3

Council Member Larry Miller, SMD 6

7. Closed Session

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

- a. Section 551.087 – Economic development negotiations regarding Project BESS
- b. Section 551.071 – Consultation with attorney regarding Risk Management Claims
- c. Section 551.071 - Consultation with attorney regarding Public Art Commission decision

8. Follow Up and Administrative Issues

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

No action taken.

- b. Consider approving various Board nominations
Parks & Recreation Advisory Board: Cie Rangel (SMD2) and Dee Jay Wilde (SMD5) to a second term, Benjamin Brojakowski (SMD6) to a first term, all ending December 2025.
Civic Events Advisory Board: John Flint (SMD1) and Josh Hilton (SMD2) both to a first term ending December 2025

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the item, as presented. The motion carried unanimously, (6) ayes to (0) nays, with no public comment.

- c. Announcements and consideration of Future Agenda Items
-Consider dates for Strategic Planning meeting: January 23, 26, or 30, 2024

Consensus: Strategic Planning Workshop scheduled on Friday, January 26, 2024.

9. Adjournment

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

There being no further business, the meeting adjourned by consensus at 1:10 p.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving Amendment #1 in the amount not to exceed \$47,500 to Task Order 4 with eHT for Construction Materials Testing in relation to the Hickory Ground Water Supply System Expansion Project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo (Owner) and Enprotec/Hibbs & Todd, Inc. (Engineer) entered into Task Order No. 4 - Construction Material Testing (CMT) Service Agreement (Agreement) effective November 13, 2022, for CMT services performed in association with the referenced Hickory Groundwater Supply System Expansion Project. Due to unforeseen but necessary CMT items throughout the duration of the project for road repairs, added scopes, and overall project quality assurance, the current Not to Exceed (NTE) value of Task Order No. 4 has been exhausted. With critical CMT items remaining, the Engineer is proposing to amend an increase of the NTE value of Task Order No. 4 – Construction Material Testing, into the Engineering Services Agreement, which the Owner will continue to pay the Engineer on a time and material basis. The proposed increased amount is an additional \$47,500.00.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Hickory Water Supply	527-4159-800.07-30		\$47,500

Financial Impact:

This item is budgeted in the Hickory Expansion Project bond funds.

Other Information/Recommendation:

Staff recommends approving Amendment 1 to Task Order 4.

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Amendment No 1 - 2023-12-18 | Amendment No 1 - 2023-12-18.pdf |
|--------------------------------|---------------------------------|

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



**AMENDMENT NO. 1
TO TASK ORDER NO. 4
CONSTRUCTION MATERIAL TESTING SERVICE AGREEMENT FOR
THE CITY OF SAN ANGELO
HICKORY GROUNDWATER SUPPLY SYSTEM EXPANSION PROJECT**

The City of San Angelo (Owner) and Enprotec / Hibbs & Todd, Inc. (Engineer) entered into Task Order No. 4 - Construction Material Testing (CMT) Service Agreement (Agreement) effective November 13, 2022, for CMT services performed in association with the referenced Hickory Groundwater Supply System Expansion Project.

WHEREAS, due to unforeseen but necessary CMT items throughout the duration of the project for road repairs, added scopes, and overall project quality assurance, the current Not to Exceed (NTE) value of Task Order No. 4 has been exhausted. With critical CMT items remaining, the Engineer is proposing to Amend an increase of the NTE value of Task Order No. 4 – Construction Material Testing, into the Engineering Services Agreement, which the Owner will continue to pay the Engineer on a time and material basis. The proposed increased amount is an additional \$47,500.00. See Exhibit A for the Current Hourly Charges for Construction Materials Testing (2023).

The Basic Services in Task Order 1, Task Order 2, and Task Order 3 associated with the Agreement shall remain unchanged. The NTE value of Task Order 4 will only increase with the value proposed as stated herein.

All other provisions of the Agreement shall remain in force as originally stated. This Amendment No. 1 shall serve as written notice to continue with the Construction Material Testing with the amended Task Order value.

IN WITNESS WHEREOF, this Amendment No. 1 is hereby executed and effective as of the date signed below.

Enprotec/Hibbs & Todd, Inc.

City of San Angelo

By: _____

Scott F. Hibbs, P.E.
President

By: _____

Shane Kelton
Executive Director of Public Works

Date: _____

Date: _____



EXHIBIT A

402 CEDAR ABILENE, TX 79601

P O BOX 3097
ABILENE, TX 79604-3097

TEL 325 698 5563
FAX 325 690 3241 www.e-ht.com

Schedule of Charges for Construction Materials Testing

<u>GENERAL</u>	Technician Service Time (per hour) 8:00 am - 5:00 pm M-F	
	General, Cylinder, Density	70.00
	Pier, HMA,	77.00
	Overtime (per hour) before 8 am, after 5 pm M-F & weekends	
	General, Cylinder, Density	85.00
	Pier, HMA,	90.00
	Senior Engineer, (per hour)	200.00
	Asphalt Plant (per hour)	85.00
	Mileage Charge - per trip (current IRS mileage rate)	15.00 min
<u>SOILS</u>	Atterberg Limits (P.I.)	57.00 ea.
	Washed Gradations	37.00 ea.
	Field Compaction Tests (Nuclear or Sand Cone)	15.00 ea.
	Depth of Material Check	10.00 ea.
	Moisture/Density Curve (Proctor)	225.00 ea.
	Laboratory Permeability Test	350.00 ea.
	Falling Head Permeability	220.00 ea.
<u>CONCRETE</u>	Concrete Cylinder Tests 4x8	15.00 ea.
	Concrete Cylinder Tests 4x8 (if supplying your own cylinders)	13.00 ea.
	Concrete Cylinder Tests 6x12	25.00 ea.
	Mortar & Grout Cubes or Cylinders	15.00 ea.
	Beam Tests	30.00 ea.
	Unit Weight	20.00 ea.
	Air Content	20.00 ea.
	Slump Test, Additional	10.00 ea.
	Concrete Coring, per core	call for quote
	Concrete Mix Design	200.00 ea.
	Design Confirmation Cylinders	15.00 ea.
	Design Confirmation Beams	30.00 ea.
<u>AGGREGATES</u>	Soft Particles	30.00 ea.
	Washed Gradation	37.00 ea.
	Dry Gradation	37.00 ea.
	Base Gradation	55.00 ea.
	Specific Gravity	30.00 ea.
	Unit Weight	20.00 ea.
	Absorption	20.00 ea.
	Decantation	25.00 ea.
	L. A. Abrasion	160.00 ea.
	Soundness (5 cycles)	275.00 ea.
	Moisture Content	15.00 ea.

* Minimum 4 hour overtime charge on weekends and holidays.
(As of 01-17-23)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #1 and Change Order #2 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$88,060 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Change Order 1 in the amount of \$23,140 provides for a realignment of a section of sewer line to achieve an appropriate minimum slope and cover over the top of the proposed sewer pipe. This re-alignment changes the trench excavation from removing and replacing pipe in an existing trench footprint to potentially excavating/cutting rock conglomerate to create a new trench footprint. The waterline in this area was recently installed with rock conglomerate present at a shallow elevation (approx. 4' below top of existing ground).

Change Order 2 in the amount of \$64,920 involves a change in the quantity of 12" waterline to be installed and an increase in the number of 8" gate valves required for the project.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Sewer	520-5400-800.07-30	ST0006	\$23,140.00
Water	512-4100-800.07-30	ST0006	\$64,920

Financial Impact:

Funds are budgeted in the current FY water and sewer budgets for capital projects.

Original Contract Amount: \$ 3,560,732.60

Change Order #1: \$ 23,140.00

Change Order #2: \$ 64,920.00

New Contract Amount: \$ 3,648,792.60

Other Information/Recommendation:

Staff recommends approving Change Order #1 and Change Order #2.

Attachments:

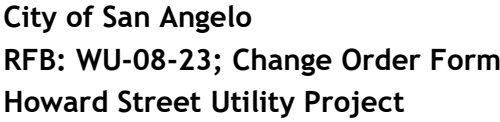
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|----|--------------------|------------------------|
| 1. | Change Order No 1 | Change Order No 1.pdf |
| 2. | Change Order No. 2 | Change Order No. 2.pdf |

Presentation:

Shane Kelton

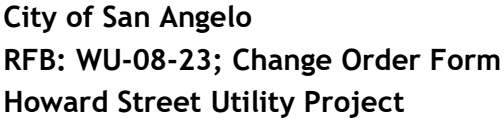
Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval



CONTRACTOR: Darnell Construction LLC

Item C.O.001.1: Sewer Line C (Sheet 30 STA 0+00 to STA 3+56) was re-aligned from the original plans to achieve appropriate minimum slope and cover over top of proposed sewer pipe. This re-alignment changes the trench excavation from removing and replacing pipe in an existing trench footprint to potentially excavating/cutting rock conglomerate to create a new trench footprint. The waterline in this area was recently installed with rock conglomerate present at a shallow elevation (approx. 4' below top of existing ground). Revised plan sheets of this re-alignment are attached.
General Note: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.



CONTRACTOR: Darnell Construction LLC

[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #2 to WU-04-23 Lake Nasworthy Wastewater System Improvements Project with McKee Utility Contractors, LLC for the total amount of \$259,707.30 utilizing project contingency funds and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This Change Order #2 is for the approval of 4 change order request from the contractor McKee Utility. The total contract amount will remain at the original amount of TWENTY-FIVE MILLION NINE HUNDRED AND NINETY NINE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$25,999,100.00)

Requests include:

CPR 02 – Change in pipe size from 15-inch to 18-inch gravity sewer line for \$14,269.25

CPR 04 – Addition of 6 Gate Valves on the siphons; valves are required by TCEQ. Total is \$124,435.02.

CPR 05 – Modification of pipe and manhole alignment to pass under 30-inch raw water line. Total is \$113,003.03.

CPR 07 – The addition of 80 linear feet of 8-Inch Gravity sewer line for \$8,000

Total Request \$259,707.30

The original Master Agreement approved up to One Million Dollars in contingencies funding. After this Change Order #2 \$726,667.70 remains in Contingency.

\$1,000,000.00 Original Contingency

(\$13,625.00) Change Order 1

(\$259,707.30) Change Order 2

\$726,667.70 Contingency remaining.

Funding Source(s):

Financial Impact:

No Fiscal Impact. Funding is budgeted in the current project contingencies budget.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | CPR 02 - E | CPR 02 - E.pdf |
| 2. | CPR-04_TCEQ valves at siphon boxes_20230929 | CPR-04_TCEQ valves at siphon boxes_20230929.pdf |
| 3. | CPR 05 CMR 01 - Ex | CPR 05 CMR 01 - Ex.pdf |
| 4. | CPR 07 - Performance Land and Cattle Service Line | CPR 07 - Performance Land and Cattle Service Line.pdf |

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

CHANGE PROPOSAL REQUEST

Date: 2-Oct-2023

CPR- 002

Project: Lake Nasworthy Wastewater Improvements

Pipeline 2022-3-825, RFP WU-04-23

To:

McKee Utility

2319 W. Main St.

Prague, OK 74864

Attn: [Tori Ferguson](#)

From:

CDM Smith

9430 Research Blvd, I-200

Austin, TX 78759

[Glenn Barin, PE, PMP, CCM, DBIA](#)

SUBJECT

TYPE

REASON

Loop 306 alignment adjustment

Lump Sum

Relieve easement coordination

LOCATION

REFERENCE

NTE BUDGET

Approximately MH C-1, STA 9+28.99 to
STA 13+97.35

Revised Sheets CP-30, CP-31, and CZ-18
Also, CP-54

\$18,389.25

DESCRIPTION

CoSA has determined that to avoid crossing a corner of a privately owned parcel, the skew angle of the cased bore under Loop 306 for Line E will be increased. City staff has visited with TxDOT representatives regarding this change and authorized to install the line as redesigned under the current permit at the referenced pipe segments and locations and has requested a change estimate accordingly and prior to construction at the subject locations based on the unit pricing in McKee Utility's proposal.

INSTRUCTIONS

1) Provide a change estimate IAW proposed unit pricing and referenced sheets for adjusting the skew angle of the cased bore under Loop 306 for Line E

2) Please coordinate your response to this CPR directly with CDM Smith.

**** Contractor is advised that this Change Proposal Request is NOT an authorization for payment. Only a signed Change Order constitutes authorization for payment. ****

Signature and Date - Contractor

 12/14/23

Digitally signed by Glenn Barin, PE, PMP, CCM, DBIA
Contact Info: CDM Smith, Austin, TX
Date: 2023.11.21 16:46:48-06'00'

Signature and Date - Owner's Engineer

Signature and Date - Owner

CHANGE PROPOSAL REQUEST

Date: 29-Sep-2023 CPR- 004
Project: Lake Nasworthy Wastewater Improvements
Pipeline 2022-3-825, RFP WU-04-23

To: McKee Utility
2319 W. Main St.
Prague, OK 74864
Attn: [Tori Ferguson](#)

From: CDM Smith
9430 Research Blvd, I-200
Austin, TX 78759
[Glenn Barin, PE, PMP, CCM, DBIA](#)

SUBJECT	TYPE	REASON
Siphon Valves	Lump Sum	TCEQ requirement to design

LOCATION	REFERENCE	NTE BUDGET
Siphon Inlet Box, 6 locations	email from Rhames and the attached 'Siphon Inlet Valve Box' sketch dated 9/29/23	Price: TBD
		Days: TBD

DESCRIPTION

CPR-04 is associated with adding valves to the siphon barrels at each inlet box, at each river crossing. TCEQ conditioned approval on the ability to isolate the siphons independently, accomplished through these added valves. The added cleanouts will provide the ability to access the lines immediately downstream of the valves.

INSTRUCTIONS

- 1) Provide a change estimate to furnish and install isolation valves in the siphon barrels at the proposed siphon inlet boxes. Adding one valve (matching the siphon barrel size) adjacent to each siphon inlet box, for a total of six valves (1-8", 1-10" 3-12", 1-14").
- 2) Provide a change estimate to furnish and install a cleanout just downstream of each valve location. The cleanout will need to be far enough downstream to daylight prior to intersecting the box. The exact length required will therefore rely on the actual depth of each siphon barrel.
- 3) Please coordinate your response to this CPR directly with CDM Smith and as soon as practical.

**** Contractor is advised that this Change Proposal Request is NOT an authorization for payment. Only a signed Change Order constitutes authorization for payment. ****

Signature and Date - Contractor

Signature and Date - Owner's Engineer

Signature and Date - Owner

CHANGE PROPOSAL REQUEST

Date: 28-Sep-2023 CPR- 005

Project: Lake Nasworthy Wastewater Improvements

Pipeline 2022-3-825, RFP WU-04-23

To:

McKee Utility
2319 W. Main St.
Prague, OK 74864

Attn: [Tori Ferguson](#)

From:

CDM Smith
8310-1 N Capital of Texas Hwy, Suite 250
Austin, TX 78731

[Glenn Barin, PE, PMP, CCM, DBIA](#)

SUBJECT

TYPE

REASON

Water Line Conflict

Lump Sum, negotiated

Conflict with existing utility

LOCATION

REFERENCE

AMOUNT

Line A, about STA 53+08

Sheets CP-6, CP-7, revisions dated 7/25/23; and
RFI-16

Price: \$113,003.00
Days: 0.00

DESCRIPTION

The work includes realignment of Line A around an existing 30-inch prestressed concrete cylinder line. Cost includes adding two new manholes, refabricating one existing manhole, additional excavation depth and remobilizing to the realignment location.

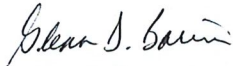
INSTRUCTIONS

- 1) CP-6 & CP-7: Adjust pipe and MH alignment to allow the new 36-inch WW line to pass under the existing 30-inch RW line. Pothole the 30-inch RW line at the anticipated crossing location to confirm depth prior to ordering additional pipe or manholes.
- 2) Adjust all 36-inch inverts by 0.06-deg up line to the end of the 36-inch line.

**** Contractor is advised that this Change Proposal Request is NOT an authorization for payment. Only a signed Change Order constitutes authorization for payment. ****

CONTRACTOR

Signature and Date



12/4/23

Digitally signed by Glenn Barin, PE, PMP, CCM, DBIA
Date: 2023.10.10 15:23:58-05'00'

ENGINEER

Signature and Date

CITY

Signature and Date



McKee Utility Contractors, LLC.
2319 West Main Street
Prague, OK 74864

Date: 10/23/2023

Mr. Glenn Barin
CDM Smith
9430 Research Blvd, I-200
Austin, TX 78759

Re: CPR 007; Lake Nasworthy Wastewater Improvements
Project No. – 2022-3-825

Dear Mr. Barin,

Pursuant to Change Proposal Request 07 received 10/10/2023 requesting a change estimate to add 80 additional feet of 8" SDR 26 gravity sewer PVC pipe and relocating proposed manhole D-8 approximately 40' to the West of its original proposed location as shown in revised sheet CP-57 dated 10/8/2023 and sheet "SS1 Old Stone Ranch Section Two," dated 10/2/2023; McKee Utility Contractors, LLC offers the pricing as detailed below in accordance with the proposed unit pricing for the project:

	Bid Item #	Description	Unit Price	Qty (LF)	Price Extended
ADD	14	8" PVC Gravity Sewer	\$100.00	80	\$,8,000.00
Total Additional Project Cost					\$8,000.00

Please note, no pricing is given for the additional pipe and manholes shown beyond STA. 1+00 on sheet "SS1 Old Stone Ranch Section Two".

Please provide written directive to proceed with the work outline above as soon as possible.

Respectfully,

Tori Ferguson

Tori Ferguson

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #7 and Change Order #8 to ES-01-21 Southwest Boulevard Improvements Project with Reece Albert, Inc. in the total amount of \$91,091.87 utilizing project contingency and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

Change Order #7 will utilize project contingency funds to provide additional required striping in several locations. In addition, it will add 148 days to the project time performance period. The last remaining item of work that needs to be completed before the project can be considered "Substantially Complete" consists of grading and paving the concrete channel that ties into the new McDonald's parking lot located at 4330 Southwest Blvd. With McDonald's installing a new parking lot with vastly differing dimensions compared to the existing one, the Contractor, City, and McDonald's agreed that it would be beneficial to both projects for McDonalds to remove and replace their parking lot prior to the Contractor paving the concrete channel. The reason for sequencing the work this way allowed McDonald's to make variations to their plan if needed without negatively impacting the channel. Given how strict ordinances are pertaining to developing in a floodway, it was much easier for the Contractor to make adjustments to the concrete channel to accommodate McDonalds's parking lot variations versus the other way around. The McDonald's parking lot project suffered substantial delays which delayed the completion of work in the channel. The Contractor is scheduled to be "Substantially Complete" by the end of February 2024.

Change Order #8 adds pedestrian railings to the project at several locations in an effort to provide edge protection for pedestrians traveling along the sidewalk. Specifically, at the railroad crossing and concrete channel exists steep drop-offs that could pose a hazard to pedestrians.

Funding Source(s):

Financial Impact:

Change Order 7 and Change Order 8 will use existing project contingencies and the contract amount will remain \$7,044,837.11.

Original Contract Amount: \$5,534,188.67

Contingency	\$391,100.00
Original Project/Contract	\$5,925,288.67
Change Order No. 1: \$	737,606.32
Change Order No. 2: \$	381,942.12
Change Order No. 3: \$	38,522.00
Change Order No. 4: \$	19,379.25
Change Order No. 5: \$	17,685.00
Change Order No. 6: \$	34,409.92
Change Order No. 7: \$	48,268.75
Change Order No. 8: \$	42,823.12
Contingency used: \$	(201,088.04)
Revised Contract Amount:	\$7,044,837.11

Other Information/Recommendation:

Staff recommends approving Change Order #7 and Change Order #8.

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | Change Order No 7 | Change Order No 7.pdf |
| 2. | Change Order No 8 | Change Order No 8.pdf |

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

CHANGE ORDER NO. 7

CONTRACTOR: REECE ALBERT, INC.

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
C.O.7.1	MISC. STRIPING	-	LS	\$ -	\$ 48,268.75	\$ -	1.00		1	\$ 48,268.75	\$ 48,268.75
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
Contract Adjustment											
Original Contract Completion Date:		10/5/2023	Original Contract Amount:								\$ 5,534,188.67
Original Contract Construction Days:		913	Contingency								\$ 391,100.00
Prior Days Added:		0	Change Order No. 1:								\$ 737,606.32
Days Added this Change Order:		148	Change Order No. 2:								\$ 381,942.12
Revised Contract Construction Days:		1061	Change Order No. 3:								\$ 38,522.00
Revised Contract Completion Date:		3/1/2024	Change Order No. 4:								\$ 19,379.25
			Change Order No. 5:								\$ 17,685.00
			Change Order No. 6:								\$ 34,409.92
			Current Change Order Amount:								\$ 48,268.75
			Contingency used:								\$ (158,264.92)
			Revised Contract Amount:								\$ 7,044,837.11
Comments											
1) C.O.7.1 MISC. STRIPING: Striping in several locations, specified in the attached supplemental documentation, were added to this project at a lump sum cost of \$48,268.75.											
2) ADDITION OF 148 CONTRACT CONSTRUCTION DAYS: The last remaining item of work that needs to be completed before the project can be considered "Substantially Complete" consists of grading and paving the concrete channel that ties into the new McDonald's parking lot located at 4330 Southwest Blvd. With McDonald's installing a new parking lot with vastly differing dimensions compared to the existing one, the Contractor, City, and McDonald's agreed that it would be beneficial to both projects for McDonalds to remove and replace their parking lot prior to the Contractor paving the concrete channel. The reason being that sequencing the work this way allowed McDonald’s to make variations to their plan if needed without negatively impacting the channel. Given how strict ordinances are pertaining to developing in a floodway, it was much easier for the Contractor to make adjustments to the concrete channel to accommodate McDonalds's parking lot variations versus the other way around. The McDonald’s parking lot project suffered substantial delays (i.e., major plan busts resulting in a re-design, and change in management.) which in turn resulted in the Contractor postponing this work. The Contractor is scheduled to be “Substantially Complete” by the end of February 2024.											
General Note: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.											

**RFB: ES-01-21; Change Order Form**

Southwest Boulevard Improvements; Phases A & B

CHANGE ORDER NO. 8

CONTRACTOR: REECE ALBERT, INC.

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
C.O.8.1	RAILING/EDGE PROTECTION (TY A)	-	LF	\$ -	\$ 308.08	\$ -	139.00		139	\$ 42,823.12	\$ 42,823.12
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
		-		\$ -	\$ -	\$ -			-	\$ -	\$ -
Contract Adjustment											
Original Contract Completion Date:		10/5/2023	Original Contract Amount:								\$ 5,534,188.67
Original Contract Construction Days:		913	Contingency								\$ 391,100.00
Prior Days Added:		148	Change Order No. 1:								\$ 737,606.32
Days Added this Change Order:		0	Change Order No. 2:								\$ 381,942.12
Revised Contract Construction Days:		1061	Change Order No. 3:								\$ 38,522.00
Revised Contract Completion Date:		3/1/2024	Change Order No. 4:								\$ 19,379.25
			Change Order No. 5:								\$ 17,685.00
			Change Order No. 6:								\$ 34,409.92
			Change Order No. 7:								\$ 48,268.75
			Current Change Order Amount:								\$ 42,823.12
			Contingency used:								\$ (201,088.04)
			Revised Contract Amount:								\$ 7,044,837.11
Comments											
1) C.O.8.1 RAILING/EDGE PROTECTION: Railings have been added to the project at several locations in an effort to provide edge protection for pedestrians traveling along the sidewalk. Specifically at the railroad crossing and concrete channel exist steep drop-offs that could pose a hazard to pedestrians. Supplemental plan sheets have been provided with this change order for greater detail of the work to be performed.											
GENERAL NOTE: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.											

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving TIPS Contract #221001 for the purchase of two Dump Trucks with the option to purchase one additional unit annually from Lone Star Truck Group in the amount of \$435,000 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

A quote was requested for the purchase of two Dump Trucks from Lone Star Truck Group in San Angelo using the TIPS purchasing cooperative. These two trucks will be utilized within the Stormwater Division as additions to their fleet assignment for functions involving material and debris movements. This purchase will replace the approved purchase of two trucks given by Council in 2022 from Roberts International that has not yet been fulfilled. The order from Roberts International shall be canceled, and a purchase order will be reissued to Lone Star Truck Group.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
240	24058008000742		\$290,000

Financial Impact:

Purchase of two Dump Trucks will be in the amount of \$290,000 budgeted in Stormwater equipment replacement funds in FY24, with the optional purchase of one additional unit in the amount of \$145,000, for an annual total possible spend amount of \$435,000.

Other Information/Recommendation:

Staff recommends approving TIPS Contract #221001 for the purchase of two Dump Trucks with the option to purchase one additional unit annually from Lone Star Truck Group (San Angelo, TX).

Attachments:

1. Dump Truck Quotes [Dump Truck Quotes.pdf](#)

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



LONESTAR TRUCK GROUP | SAN ANGELO
1818 S. CHADBOURNE
SAN ANGELO, TX 76903
(325)658-7595

Sales Quote

DE-41400-1

12/28/2023

Contact: Richard Jumper | Phone: 325-658-7595 | Mobile: 325-669-8785 | Email: Rich.Jumper@tnbtruck.com

Bill To: 202747
CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
Phone: (325)657-4329
Email: ryan.kramer@cosatx.us

Sold To:
CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
ATTN: RYAN KRAMER
TIPS CONTRACT #221001

TBA122823QTE2	New - 2025 Freightliner M2 106	\$140,938.00
TIPS CONTRACT #221001 - N/C TO BUYER		
WILDHORSE 15' DUMP BODY WITH ELECTRIC TARP		
Freight, Driver & Fuel from body builder in Whitney, TX to San Angelo, TX		\$1,750.00
Allison Trans. 5 yr - Unlimited miles coverage (\$612.00)		
Detroit DD8 EW4 5 yr - 100k miles DC WAI-5FK (\$1700.00)		
Unit Total:		\$142,688.00
Total Sales Price		\$142,688.00
Net Sales Price		\$142,688.00
Extended Warranty	\$2,312.00	
Total Tax, Title, License and Other		\$2,312.00
AMOUNT DUE		\$145,000.00
Cash / Down Payment		-\$0.00
Amount Financed/Cash Due		\$145,000.00

TIPs Contract #221001. Qte 2. ETA Q4 2024

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER'S AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OF ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

Dealer

Name (Printed)

Signature

Date

Sales Rep (Signature)

General Manager's Approval (Signature)

Date



LONESTAR TRUCK GROUP | SAN ANGELO
1818 S. CHADBOURNE
SAN ANGELO, TX 76903
(325)658-7595

Sales Quote

DE-41400

12/28/2023

Contact: Richard Jumper | Phone: 325-658-7595 | Mobile: 325-669-8785 | Email: Rich.Jumper@tntxtruck.com

Bill To:

202747

CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
Phone: (325)657-4329
Email: ryan.kramer@cosatx.us

Sold To:

CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
ATTN: RYAN KRAMER
TIPS CONTRACT #221001

TBA122823QTE1

New - 2025 Freightliner M2 106

\$140,938.00

Freight, Driver & Fuel from body builder in Whitney, TX to San Angelo, TX

\$1,750.00

TIPS CONTRACT #221001 - N/C TO BUYER

WILDHORSE 15' DUMP BODY WITH ELECTRIC TARP

Detroit DD8 EW4 5 yr - 100k miles DC WAI-5FK (\$1700.00)

Allison Trans. 5 yr - Unlimited miles coverage (\$612.00)

Unit Total: \$142,688.00

Total Sales Price

\$142,688.00

Net Sales Price

\$142,688.00

Extended Warranty

\$2,312.00

Total Tax, Title, License and Other

\$2,312.00

AMOUNT DUE

\$145,000.00

Cash / Down Payment

-\$0.00

Amount Financed/Cash Due

\$145,000.00

TIPs Contract #221001. Qte 1. ETA Q4 2024

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

Name (Printed)

Signature

Date

Dealer

Sales Rep (Signature)

General Manager's Approval (Signature)

Date

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider awarding the purchase of two Sewer Combination Trucks and authorizing the City Manager to negotiate and execute any related documents:

1. HGAC Contract HT06-20 for the purchase of one Sewer Combination Truck from Houston Freightliner in the amount of \$352,589.15
2. TIPS Contract 221001 for the purchase of one Truck Chassis from Lonestar Truck Group in the amount of \$109,103 and Sourcewell Contract 101224-VTR for the purchase of one Sewer Combination Body from Vactor Manufacturing in the amount of \$257,722 (Ryan Krmer)

Staff Recommendation:

Approve

Summary/History:

Quotes were requested for the purchase of two Sewer Combination Trucks to be utilized within the Water Utilities Departments. These units are used in multiple applications, including the jetting of sewer stoppages and hydro-excavating for water and sewer line repairs. Staff requests purchase of two separate units from separate vendors: one truck chassis from Houston Freightliner with a mounted Texas Underground, Inc. body (purchased using Houston Freightliner's HGAC Contract) and one truck chassis from Lonestar Truck Group (local) to have a Vactor Manufacturing body mounted to it (purchased using Lonestar Truck Group's TIPS Contract and Vactor Manufacturing's Sourcewell Contract).

After evaluating Department's needs and requests, staff determined that each of the noted body manufacturers had attributes lending a better fit for certain applications. Additionally, in an effort to purchase locally where possible, staff requests the opportunity to purchase a truck chassis from a local vendor, and have that chassis sent to have a body installed on it.

Approval of this purchase will be for two smaller completed Sewer Combination Trucks that do not require a Commercial Driver's License to operate. These two smaller units will replace one current larger unit.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
520	520-5400-800.07-30		\$719,414.15

Financial Impact:

Approved purchase of two complete trucks will be for a total of \$719,414.15, budgeted in FY24.

Other Information/Recommendation:

Staff recommends purchase of two Sewer Combination Trucks. One complete unit from Houston Freightliner with Texas Underground, Inc. body, and one unit comprised of a truck chassis from Lonestar Truck Group and a body from Vactor Manufacturing.

Attachments:

- | | | |
|----|---|---|
| 1. | HGAC Worksheet City Of San Angelo 108SD 26K w | HGAC Worksheet City Of San Angelo 108SD 26K w |
| | Underground 3 YD Combo 12-8-23 | Underground 3 YD Combo 12-8-23.xlsx |
| 2. | San Angelo Vactor iMPACT Body Only Sourcewell | San Angelo Vactor iMPACT Body Only Sourcewell |
| | Proposal 12.7.23 | Proposal 12.7.23.pdf |
| 3. | CC Sales Qte 106 Vactor C&C Order Q3 2024 | CC Sales Qte 106 Vactor C&C Order Q3 2024.pdf |

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

12/11/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City Of San Angelo, TX.	Contractor:	Houston Freightliner
Contact Person:	Ryan Kramer	Prepared By:	Adam Neuse
Phone:	325-657-4329	Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:	ryan.kramer@cosatx.us	Email:	adam.neuse@strhouston.com

Product Code:	D1	Description:	108SD, Conventional Cab, SBFA, SRA (PRL-20D)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	94896
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
182" Wheelbase	517	Stationary Grille	264
Battery Disconnect Mtd LH Driver Seat	150	Adjustable Steering Column	359
RH Understep Aftertreatment w/ Vert Exshhaust	617	Dual West Coast Bright Finish Mirror w/ Remote	215
24" Front Frame Extension w/ Insert	563	Front Sun Visor	210
Front Tow Hooks	56	LH/RH Electric Windows	164
Fuel Water Separator w/ Water in Fuel Sensor	203	Smart Switch Expansion Module	149
750 Watt/115 Volt Block Heater	81	AM/FM Radio w/ Bluetooth	368
LH/RH Electric Door Locks	74	Basic High Back Air Driver Seat	159
Air Cab Mounts	91	Basic High Back Air Pass Seat	191
11R22.5 14 Ply FR Tires	144	Texas Underground 3634 PH6C	247589.15
11R22.5 14 Ply RR Tires	435	Subtotal From Additional Sheet(s):	0
1310- Front PTO Provision	468	Subtotal B:	253067.15

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 Chelsea 280 PTO	2464	Alcoa LVL One Aluminum RR Wheels	1838
Graphite Bronze Bushing w Seals Front Suspension	768	Subtotal From Additional Sheet(s):	0
Alcoa LVL One Aluminum FR Wheels	919	Subtotal C:	5989

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	353952.15	=	Subtotal D:	353952.15
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	24MY/23CY Pricing Surcharge	3750
CARB22 BASE WARRANTY DD5/DD8 SS/B6.7/L9<=325	1670	GHG21 ENHANCEMENT PRICE	510
Discount	-12168	Subtotal F:	-2863

Delivery Date:

G. Total Purchase Price (D+E+F):

352589.15

Presents a Proposal Summary

of the



iMPACT

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a
Customer Supplied Heavy-Duty Freightliner M-2 106 Non-CDL Truck Chassis

For



Dan Federico
Tel: 813.713.1455

PRODUCT DESCRIPTION

- iMPACT Combination Machine with Roots 616-15" Hg. Blower, 3 Yard Debris body, 500 Gallons of Fresh Water

STANDARD FEATURES

- Curbside Toolbox w/ Nozzle Storage Rack
- Aluminum Fenders
- Mud Flaps
- Electric / Hydraulic Proportional Boom Control
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (2) Nozzles w/ Carbide Inserts
- Suction Tube Storage
- 3/4" Nozzle Pipe
- 10' Leader Hose
- Stainless Steel Float Shut Off System
- Horizontal Microstrainer Prior to Blower
- Debris Body Vacuum Relief System
- Low Water Alarm with Water Pump Flow Indicator
- Water Tank Sight Gauge
- Liquid Float Body Level Indicator
- Front Controlled Blower Drive
- Digital Water Pressure Gauge
- Joystick Boom Control
- Boom Hose Storage
- 40 GPM/2500 PSI
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 3" Y-Strainer at Water Pump
- Multi-Flow Water System
- 1" Water Relief Valve
- Midship High Pressure Coupling
- 500' x 3/4" Sewer Hose 2500 PSI, Piranha
- Hose Wind Guide (Dual Roller), Manual
- Digital Hose Footage Counter
- Rotating Hose Reel, 3/4" x 500' Capacity, 180 Deg. Rotation
- Hydraulic Tank Shutoff Valves
- Tachometer / Chassis Engine w/ Hour Meter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Tachometer / Blower w/ Hour Meter
- Circuit Breakers
- LED Lights, Clearance, Backup, Stop, Tail, & Turn
- Tow Hooks, Front
- Tow Hooks, Rear
- Electronic Back-Up Alarm
- 6" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint, DuPont Imron Elite - Sanded Primer Base

ADDITIONAL FEATURES

- Centrifugal Separators (Cyclones)
- Plastic Lube Chart, included with Lube Manifold
- Body Washout

- Final Filter and Silencer Ball Valve Drains
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Backpack Wireless Controls, including hose reel controls
- 6" Knife Gate Valve, 6:00 position
- Rear Door Splash Shield
- Additional Water, Water and Debris Tanks Joined
- Air Purge
- Lube Manifold
- Pinch Roller
- Worklights (2), Boom
- Worklights (2), Rear Door
- Side Work Lights
- Rear Directional Control, LED Arrowboard
- Hydro Excavation Kit – Includes Lances w/ Shield, Nozzles Storage Tray, and Vacuum Tube
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Manual Hose Reel Footage Counter
- 10 Light Package, 10 Federal Signal Strobe Lights, LED
- Camera System, Front, Rear and Both Sides
- Toolbox, Behind Cab - 14w 36h x 88d - with Lighting
- Safety Cone Storage Rack - Drop in Style
- Module Paint, DuPont Imron Elite - Sanded Primer Base
- Quarterly Service Inspections for the First Five (5) Years @ City's Garage

Chassis Source – Customer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Door Stripe Color - None

Chassis Axle - Single

Certified Unit Weight Required - No

Total Sourcewell Contract Price F.O.B. San Angelo, TX:

\$257,722.00

Product Model: iMPACT

Proposal Date: 12/7/2023

Quote Number: 2023-69910

Price List Date: 10/24/2023

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Price quoted herein is in accordance with Sourcewell Contract # 101221-VTR. City of San Angelo Member # 71733.

2. Price quoted herein is firm until January 7, 2024.

SIGNED BY:

Date: _____

Quote Number: 2023-69910

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364





LONESTAR TRUCK GROUP | SAN ANGELO
1818 S. CHADBOURNE
SAN ANGELO, TX 76903
(325)658-7595

Sales Quote

DE-41063

12/05/2023

Contact: Richard Jumper | Phone: 325-658-7595 | Mobile: 325-669-8785 | Email: Rich.Jumper@tntxtruck.com

Bill To:

202747

CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
Phone: (325)657-4329
Email: ryan.kramer@cosatx.us

Sold To:

CITY OF SAN ANGELO
1727 ST. ANN STREET
SAN ANGELO TX 76905-6266
ATTN: RYAN KRAMER
TIPS CONTRACT #221001

TBAM2106+Vactor

New - 2025 Freightliner M2 106

\$104,500.00

TIPS COOP PURCHASING PRG. NO CHARGE TO CUSTOMER

Texas State Inspection - Vehicle Under 26k GVW

WAG-074 TOWING: 1 YR/UNL MILES EXT TOWING COVERAGE \$750 CAP (\$230.00)

WBA-002FRHTRoadside ASST PRGM: BY FLEETNET AMERICA(\$1)

WAK-252 ALLISON 3500 RDS SERIES TRANS EXT WTY, Total of 5yr/UNL MILES(\$612.00)

Cummins Engine Ext Wty 6YR/150K Miles (\$2570.00)

Cummins ATS (After Treatment System) WTY 6 yr/150K Miles (\$1190.00)

Unit Total: \$104,500.00

Total Sales Price

\$104,500.00

Net Sales Price

\$104,500.00

Extended Warranty

\$4,603.00

Total Tax, Title, License and Other

\$4,603.00

AMOUNT DUE

\$109,103.00

Cash / Down Payment

-\$0.00

Amount Financed/Cash Due

\$109,103.00

M2-106+ 4x2 to mount Vactor unit on. ETA Q3 2024

THIS CONTRACT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON PAGE TWO OF THIS DOCUMENT, WHICH IS INCORPORATED HEREIN BY INFERENCE, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. THE PURCHASER AGREES THAT THIS ORDER INCLUDES ALL THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS ORDER AND THAT THIS ORDER CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT AND AS OF THE DATE HEREOF COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THIS AGREEMENT, RELATING TO THE SUBJECT MATTERS COVERED HEREBY, AND THAT THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. PURCHASER BY HIS/HER EXECUTION OF THIS ORDER ACKNOWLEDGES THE HE/SHE HAS READ ITS TERMS AND CONDITIONS AND HAS RECEIVED A COPY OF THE ORDER. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OF ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

Name (Printed)

Signature

Date

Dealer

Sales Rep (Signature)

General Manager's Approval (Signature)

Date

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean **Lonestar Freightliner Group, LLC dba LONESTAR TRUCK GROUP | SAN ANGELO** and (b) "Purchaser" shall mean the party executing this Order as such on the face hereof. Dealer and Purchaser are the sole parties to this Order.
2. If a used motor vehicle(s) ("Trade In(s)"), which has been traded in as part of the consideration for the motor vehicle(s) ("Purchased Vehicle(s)") ordered hereunder, is not to be delivered to Dealer until delivery to Purchaser of the Purchased Vehicle(s), Dealer may reappraise the Trade In(s) at that time and such reappraised value shall determine the allowance made for the Trade In(s). If such reappraised value is lower than the original Trade Equity shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the Purchased Vehicle(s) to Purchaser and surrender of the Trade In(s) to Dealer.
3. Purchaser agrees to deliver to Dealer satisfactory evidence of good title to any Trade In(s) to at the time of delivery of the Trade In(s) to Dealer, Purchaser warrants that Purchaser of the sole owner of the Trade In(s) and that the Trade In(s) are being transferred to Dealer free and clear of all liens and encumbrances of any nature whatsoever except as otherwise noted herein.
4. Unless this Order is cancelled by Purchaser in accordance with the provisions of paragraph 2 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the Purchaser Vehicle(s) pursuant to the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a Trade In(s) has been delivered to Dealer as a part of the part of the consideration for the Purchased Vehicle(s), to sell the trade In(s) and reimburse itself out of the proceeds of such sale for any and all expenses or losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
5. Dealer shall not be liable for failure to deliver or any delay in delivering the Purchased Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
6. The price for the Purchased Vehicle(s) does not include Federal Excise taxes, sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
7. Purchaser grants Dealer a purchase money security interest in the Purchased Vehicle(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute and financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute and required document. Purchaser hereby appoints Dealer as it's attorney-in-fact, coupled with an interest to execute the same on Purchaser's behalf and in Purchaser's stead.
8. Purchaser before or at any time of delivery of the Purchased Vehicle(s) will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order. In the event that Purchaser fails or refuses to execute any required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute same on Purchaser's behalf and in Purchaser's stead.
9. In the event Purchaser seeks to obtain financing to acquire vehicle named on this Purchase Order. Purchaser represents that all material Statements made in the Purchaser's Credit Application, Finance Contracts and all information provided to Dealer or to the Finance Company are True and correct. Any material misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement. Should the purchaser or the Finance Company they contract with fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. Purchaser agrees to promptly return the vehicle if there has been material misrepresentation or full contract price has not been tendered in a prompt manner.
10. PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR DAMAGES FOR: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PURCHASER'S PURCHASE OR USE OF THE PURCHASED VEHICLE(S), WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S).
11. PURCHASER'S ACKNOWLEDGES AND AGREES THAT ANY REPAIR SERVICE PROVIDED BY DEALER ON THE PURCHASED VEHICLE(S) SHALL NOT CREATE ANY WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED VEHICLE(S).
12. This agreement shall be governed by the laws of the State of TEXAS
The prevailing party shall be entitled to recover reasonable attorney's fees and expenses on any action.
13. This agreement constitutes the entire agreement between the parties with respect to the Purchased Vehicle(s). Any Representations, Promises, Warranties, or Statements that differ in any way from the terms of this agreement shall be given no force nor effect. This agreement may not be modified except in writing signed by both parties.
14. The undersigned parties **RECOGNIZED AND ACKNOWLEDGE THAT THEIR RELATIONSHIP AND BUSINESS DEALINGS AND CONTRACTS INVOLVE INTERSTATE COMMERCE** AND hereby submit all controversies, claims and matters of difference to non-binding mediation and binding arbitration in **SAN ANGELO, TOM GREEN COUNTY, TEXAS** in accordance with the Federal Arbitration Act (9 USC §§ 1-16) and pursuant to the Commercial/Business rules and procedures for mediation and arbitration of the American Arbitration Association. This submission and agreement to meditate and arbitrate shall be specifically enforceable. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED CONTROVERSIES FOR THIS PURPOSE: (I) ALL QUESTIONS RELATING TO THE BREACH OF ANY OBLIGATION, WARRANTY, OR CONDITION HEREUNDER: (II) FAILURE OF ANY PARTY TO DENY OR REJECT A CLAIM OR DEMAND OF ANY OTHER PARTY; AND (III) ALL QUESTIONS AS TO WHETHER THE RIGHT TO MEDIATE OR ARBITRATE ANY QUESTIONS EXISTS. The parties hereto agree to submit all controversies to a one day mediation as a condition precedent to any arbitration proceeding. Arbitration may, thereafter, proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such arbitration proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Federal Arbitration Act. All awards may be filed with the Clerk of the District Court in **TOM GREEN COUNTY, TEXAS**, as a basis for judgment and the issuance of execution for collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal.

By Signature hereunder the purchaser acknowledges he has read and agrees to the above terms and conditions.

Purchaser Signature: _____

Date: _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Samantha Kneisler, Senior Services

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider approving an amendment to the current Agreement with The Vessel Church for additional office space at Station 618 and authorizing the City Manager to negotiate and execute all related documents (Samantha Kneisler)

Staff Recommendation:

Approve

Summary/History:

The Vessel Church requests additional space (previously RSVP) to be added to their rental agreement. Exclusive use of 2 offices (office 105-260 sq. ft., office 104-168 sq. ft.), 1 storage room (room 103-102 sq. ft.) along with shared use of the conference room (room 102) for \$300.00/month. Offices operating M-F, 8am-5pm and on Sunday 9am-1pm (Current Contract ends July 31, 2024, with an option to extend).

Funding Source(s):

Financial Impact:

The Vessel Church has been a loyal long-term renter. They are currently paying \$1,450.00 per month for a church rental at Santa Fe Crossing and Station 618 on Sundays, 9am-1pm. This would be an additional \$300 per month for 2 offices and a storage closet operating M-F, 8am-5pm, S 9am-1pm.

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. Station 618 blueprint | Station 618 blueprint.pdf |
| 2. 23-0239_VESSEL CHURCH LEASE_SANTA FE CROSSING Draft 1 | 23-0239_VESSEL CHURCH LEASE_SANTA FE CROSSING Draft 1.pdf |
| 3. Vessel - Letter to rent the new office space | Vessel - Letter to rent the new office space.docx |

Presentation:

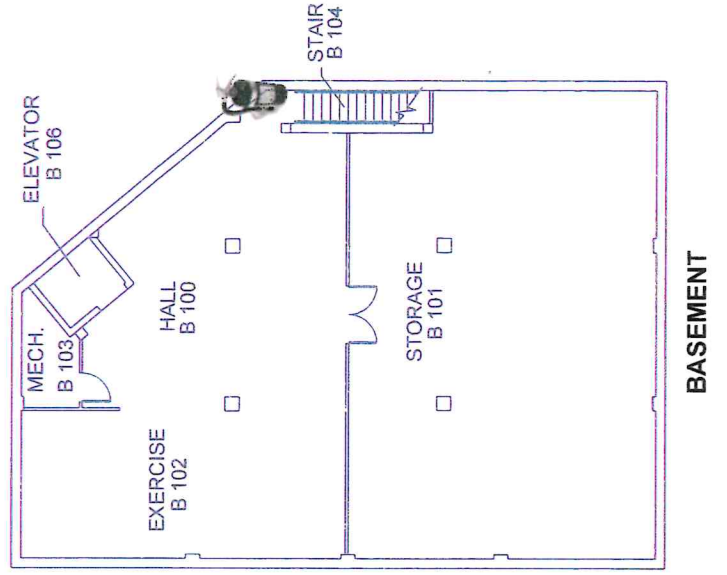
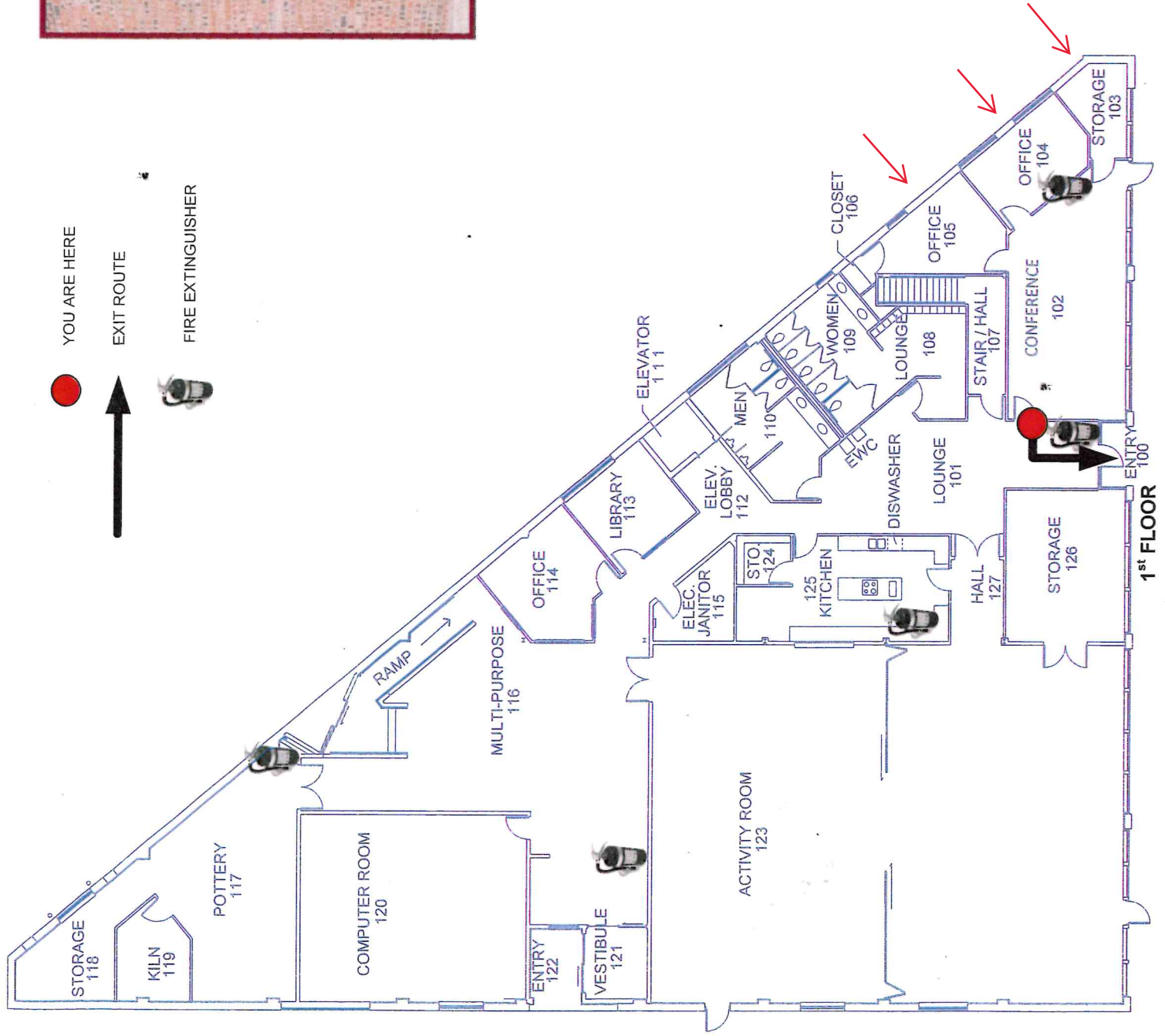
Approvals/Reviews:

Samantha Kneisler
Carlton White
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval



618 S. Chadbourne
481-2798



City of San Angelo
The Vessel Church
Short Term Lease Agreement

Basic Terms

Effective Date: August 1, 2023

Landlord: CITY OF SAN ANGELO

Landlord's Address: 702 S. Chadbourne St., San Angelo, Tom Green County, Texas 76903

Tenant: THE VESSEL CHURCH

Tenant's Address: P.O. Box 761, San Angelo, Texas 76902

Phone: (325) 656-6206

Email: justin@thevesselchurch.com

Leased Premises: Use of three (3) different rooms, plus common use of lobby and restrooms, on Sundays only from 9:00am to 1:00pm at COSA P&R Santa Fe Crossing Senior Center located at 702 S. Chadbourne St, San Angelo, TX. Leased space(s) and square footage are as follows:

Station 618 Activity Room (1/2 the room) – 1500 sq. ft.

Santa Fe Crossing Dining Room – 1540 sq. ft.

Santa Fe Activity Room – 1232 sq. ft.

The above-mentioned areas are depicted in the diagram of the Senior Center attached hereto as **Exhibit "A"** ("Leased Premises").

Term: One (1) year, commencing on the Effective Date, with the option to extend for an additional one (1) year term by written agreement of both parties no less than sixty (60) days prior to expiration of initial term, unless earlier terminated as herein provided.

Commencement Date: August 1, 2023

Termination Date: July 31, 2024 unless option to extend is exercised

Permitted Use: Tenant shall use the Leased Premises for the limited purpose of church services and church related activities.

Zoning: The Permitted Use shall be subject to use restrictions in the designated zoning district for the Leased Premises.

Monthly Rent: Monthly Rent shall be in the sum of One Thousand Four Hundred Fifty and No/100 Dollars **(\$1,450.00)** on or before the 5th day of each month during the term of this Lease. Payments due under this Lease shall be made to the Landlord at 702 S. Chadbourne St., San Angelo, Texas 76903.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises on a one (1) year basis.
2. Comply with all applicable laws, ordinances, rules and regulations relating to Tenant's occupancy, use and maintenance of the Leased Premises.
3. Pay when due regular Rent payments and any other payment obligations of Tenant under the terms of this Lease.
4. Pay to Landlord a late charge of ten percent (10%) of the rent due, plus interest accrued on the past due balance at the lower of ten percent (10%) per annum or the maximum rate allowed by law. Acceptance by Landlord of late rent, charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
5. Pay all taxes on Tenant's property located on the Leased Premises.
6. Use the Leased Premises for the Permitted Use only and uses incidental thereto in compliance with applicable law.
7. Tenant shall return the Leased Premises to Landlord in the same condition as when received, reasonable wear and tear excepted.
8. TENANT AGREES TO INDEMNIFY DEFEND, AND HOLD HARMLESS, LANDLORD, ITS BOARD MEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, FAULT, LIABILITIES, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS OF ANY KIND AND JUDGMENTS FOR PERSONAL INJURY AND/OR PROPERTY LOSS OR DAMAGE, PLUS REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE, WHICH THE

INDEMNIFIED PARTIES MAY INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF THE SOLE OR JOINT NEGLIGENCE, ERROR, OMISSION, OR INTENTIONAL ACTS OF TENANT IN THE EXERCISE BY TENANT OF THE PRIVILEGES CONFERRED UNDER THIS LEASE.

THIS INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Maintain Insurance as follows:

a. Tenant shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSA P&R and approved by the City of San Angelo Risk Manager of the types and in the amounts specified in **Exhibit "B"** 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 will defend and shall be drawn in the name of Tenant, with COSA P&R, its board members, officers, 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 COSA P&R, its board members, officers, or employees, shall be excess and not contributory to that provided by Tenant. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo Risk Manager for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Manager 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 Tenant occupying or utilizing the Leased Premises, provided however, that Tenant shall at any time upon request file duplicate copies of the policies of such insurance with COSA P&R.

b. Tenant shall notify City's Risk Manager of any reduction or exhaustion of insurance policy aggregate limits. Should Tenant fail to immediately secure other insurance, as specified, for any policy canceled before expiration of the Lease Term or any extension thereof, City may procure such insurance and assess the cost thereof against Tenant as additional rent.

c. Tenant shall require its insurance carrier(s), with respect to Commercial General Liability and Automobile Liability insurance policies, to waive all rights of subrogation against COSA P&R, its board members, officers, agents, guests, invitees, consultants and employees.

d. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance of its obligations under

the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.

10. Vacate the Leased Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Leased Premises for any purpose other than the Permitted Use, including that:
 - a. No permanent improvements shall be made or construction without the prior written consent of Landlord.
 - b. No storage or dispensing of petroleum products or hazardous materials without Landlord's prior written consent. ("Hazardous Material" being the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance.)
2. Create or allow any nuisance or waste on Leased Premises.
3. Cause or allow a lien to be placed on the Leased Premises.
4. Assign this Lease or sublease any portion of the Leased Premises without Landlord's prior written consent.
5. Litter or leave trash or debris on the Leased Premises.

C. Landlord agrees to—

Lease to Tenant the Leased Premises subject to the terms and conditions herein provided beginning on the Commencement Date. Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises for the Permitted Use shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord, except as otherwise may be specifically provided for under the terms of this Lease.

D. Landlord agrees not to—

Allow any use of the Leased Premises inconsistent with Tenant's Permitted Use, subject to the reservations of rights herein stated, and so long as Tenant is not in default.

E. Landlord and Tenant mutually agree to the following:

1. *Rent Adjustment.* N/A.
2. *Disclaimer of Warranties.* ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

3. *Reservations.* Landlord reserves the right to lease out to third parties, the Leased Premises for use on days other than Sundays during the Lease Term; and, to lease to third parties at any time during the Lease Term portions of the building at 702 S. Chadbourne St., other than the rooms constituting Leased Premises herein. Landlord is responsible for building operation and maintenance of common areas, including use of parking facilities and security. Landlord reserves the right to adopt reasonable rules and regulations relating to use of the building. Tenant agrees to comply with such rules and regulations.

4. *Termination of Lease.* Landlord or Tenant may terminate this lease for convenience on ten (10) days written notice to the other party. The foregoing provision for termination is in addition to termination pursuant to Default by Tenant, under Section 9 herein.

5. *No Encumbrances.* Tenant shall not have the right to encumber the Leased Premises.

6. *Transfer, Assignment and Subletting.* Tenant may not transfer, assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

7. *Fees Related to Leased Premises.*

a. Utilities: Usual utilities (electric, water, HVAC) are provided by Landlord. Telephone and other services are provided by Tenant at Tenant's expense.

b. Only rooms specified under Leased Premises are to be used during duration of Leasing Agreement. Tenant will be charged additional rental fee for other rooms if needed and if available. (Cost of additional rooms will be the rental fees already established.)

c. Taxes: Tenant shall be solely responsible for the payment of any taxes assessed relating to Tenant improvements or personal property placed upon the Leased Premises. Tenant shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and **Tenant agrees to indemnify and save harmless Landlord from all such taxes, charges and assessments.** Failure to pay such taxes and assessments as provided herein shall, at the option of Landlord, result in termination of this Lease.

8. *Default by Tenant/Events.* The following shall constitute events of default by Tenant:

a. failure to timely pay Rent or other charges payable by Tenant under this Lease; or,

b. failure to comply with any provision of this Lease Agreement other than timely payment of Rent.

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedy for Tenant's default, after providing a notice describing the nature of default and such default continues for a

period of ten (10) days after notice, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.

11. *Reimbursement of Landlord's Expenses.* Tenant shall pay on demand Landlord's expenses necessarily incurred, including, but not limited to attorney's fees and court costs, to enforce any Tenant obligation under this Lease or to terminate this Lease for Tenant's default and retake physical possession of the Leased Premises.

12. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

13. *Notices.* Any notice required or permitted under this Lease must be in writing and delivered to the address for the recipient party. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) on the second day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address below. Notice may also be given by personal delivery or commercial courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other party as provided herein.

LANDLORD:

City of San Angelo
Attn: Recreation Manager
702 S. Chadbourne St.
San Angelo, Texas 76903

TENANT:

The Vessel Church
Attn: Justin Smith
P.O. Box 761
San Angelo, Texas 76902

14. *Entire Agreement.* This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Leased Premises by Landlord to Tenant that are not in this Lease Agreement.

EXCUTED by the parties in duplicate originals.

TENANT:
The Vessel Church

DocuSigned by:
BY: Justin Smith
Justin Smith
Church Planter
Email: justin@thevesselchurch.com

LANDLORD:
CITY OF SAN ANGELO Parks & Recreation Department

ATTEST:
DocuSigned by:
Heather Stasny
3F086DDE78834F2...
Heather Stasny, City Clerk

DocuSigned by:
By: Daniel Valenzuela
32F9587237A9429...
Daniel Valenzuela, City Manager

APPROVED AS TO FORM:
DocuSigned by:
Brandon Dyson
9A482A61406744A...
Brandon Dyson, Deputy City Attorney

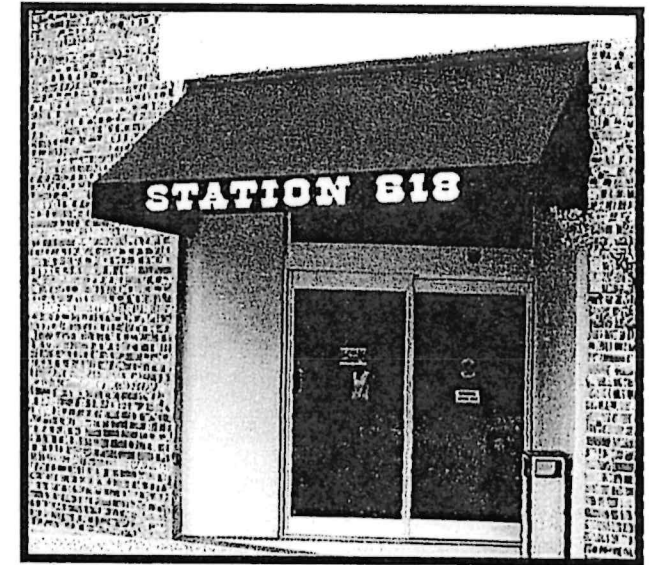
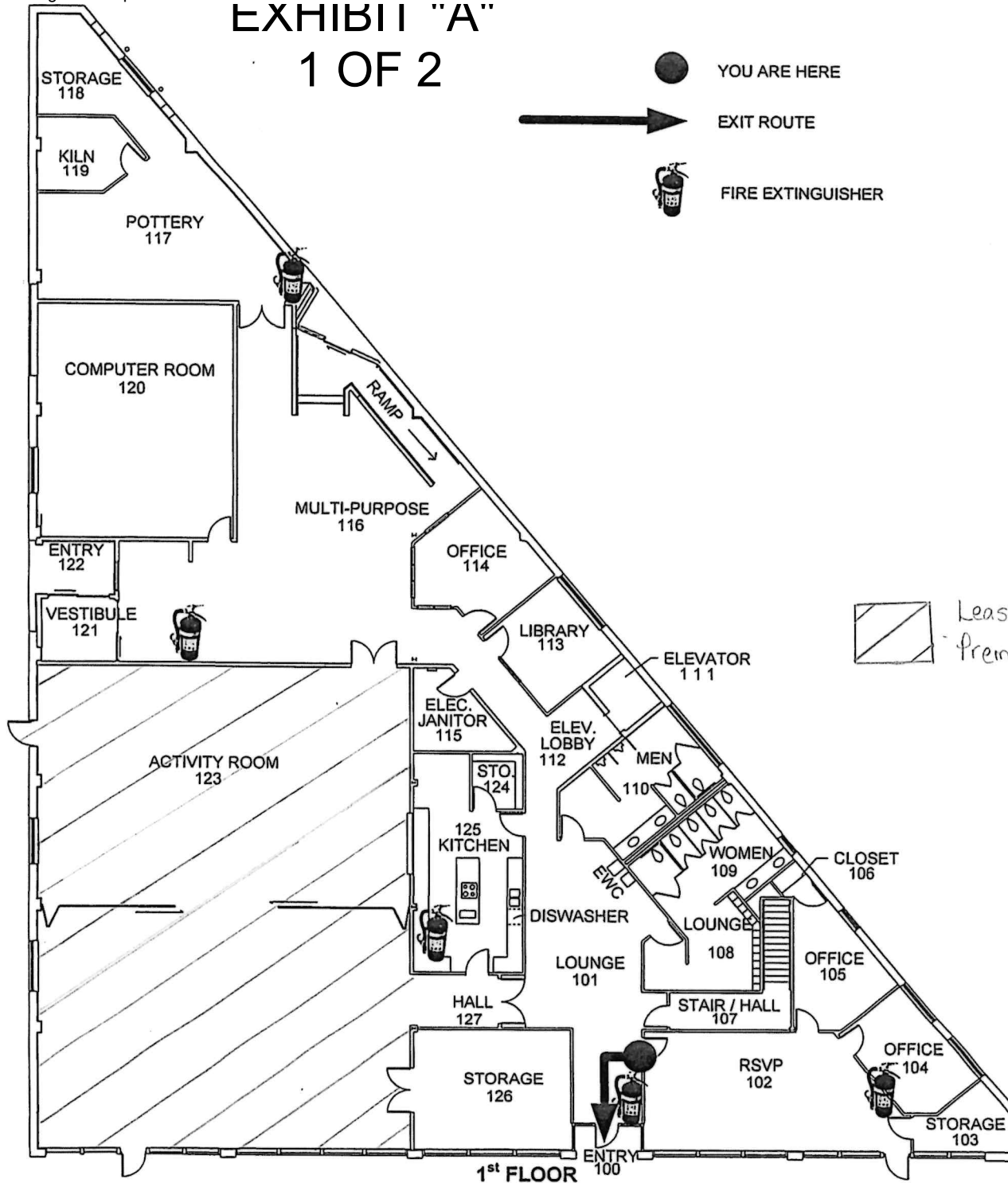
APPROVED AS TO RISK:
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Shandi McWright
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Shandi McWright, Risk Management
Development Coordinator

APPROVED AS TO CONTENT:
DocuSigned by:
Brent Casey
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Brent Casey, Recreation Manager

EXHIBIT "A"

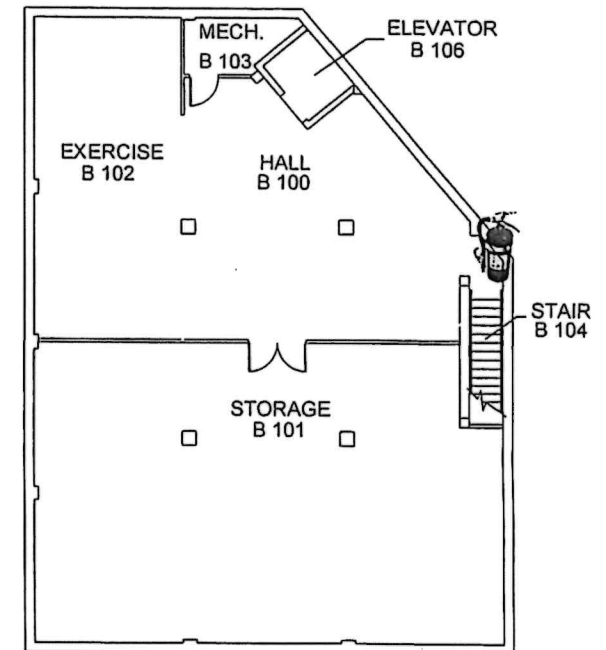
1 OF 2

- YOU ARE HERE
- ➔ EXIT ROUTE
- 🔥 FIRE EXTINGUISHER



618 S. Chadbourne
481-2798

 Leased Premises



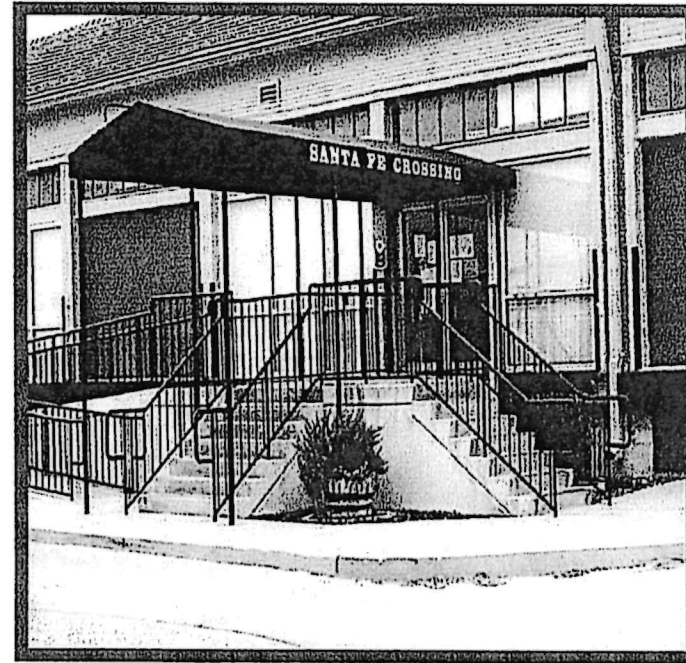
BASEMENT

EXHIBIT "A"

2 OF 2



▨ - Leased Premises



702 South Chadbourne
657-4484

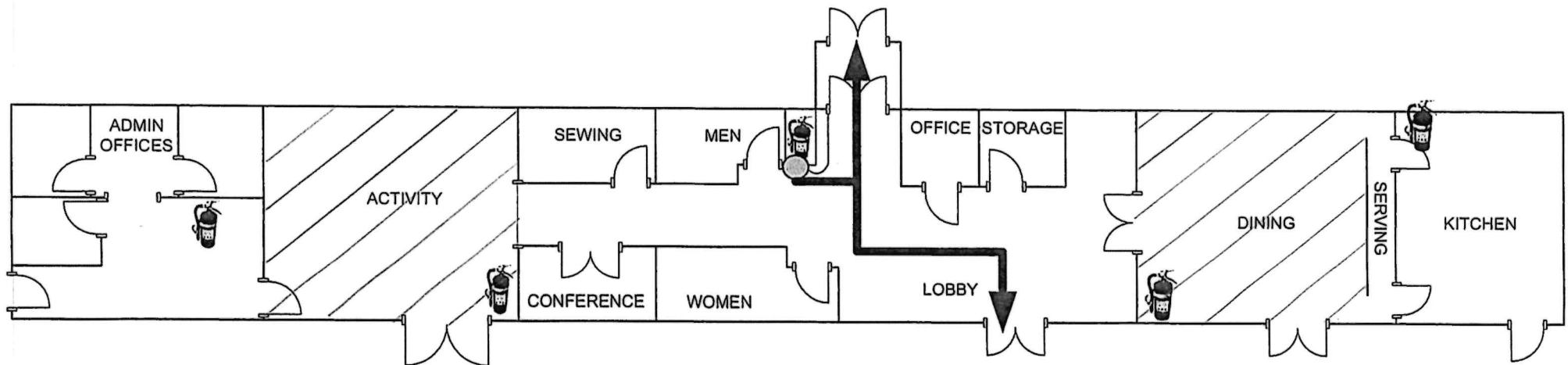


EXHIBIT “B”

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.** Tenant shall obtain and maintain policies of insurance covering the Leased Premises and Tenant’s activities thereon at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of \$1,000,000.00; and Fire Damage on the building and fixtures with a minimum combined occurrence and annual limitation of \$150,000. This policy shall be an occurrence-type policy and shall protect Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Tenant’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”.



To Whom It May Concern,

The Vessel Church would like to rent out the office space available at Station 618 for \$300 per month. This space includes the 2 offices and a storage room, as well as the conference area adjacent to them.

Our desire would be to simply add this to the monthly rent that we currently pay for use of the building on Sunday mornings.

In Christ,

A handwritten signature in blue ink, appearing to read "Justin Smith". The signature is stylized with a large initial "J" and "S".

Justin Smith

The Vessel Church

Justin@thevesselchurch.com

(325) 656-6206

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Assistant Director of Operations, Public Works

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider a resolution authorizing the City of San Angelo to serve as the political subdivision for the Region 9 Upper Colorado Regional Flood Planning Group pursuant to 31 Texas Administrative Code Chapters 361 and 362 and allow for the submission of a Request for Applications for Regional Flood Planning Grants to the Texas Water Development Board (Shane Kelton)

Staff Recommendation:

Adopt

Summary/History:

Section 16.061 of the Texas Water Code (TWC) requires the Texas Water Development Board (TWDB) to develop and adopt a comprehensive state flood plan every five years that incorporates the 15 regional flood plans developed by the regional flood planning groups (RFPGs) under TWC 16.062. San Angelo is located in Region 9 – Upper Colorado.

The RFPGs are beginning their second cycle (2023-2028) of the regional flood planning process created in 2019 by Senate Bill 8 (SB8), 86th Texas Legislature. The 2028 Regional Flood Plans due to TWDB on January 10, 2028, will be the basis for the 2029 State Flood Plan.

On April 9, 2020, The TWDB designated the Flood Planning Region boundaries that created 15 Flood Planning Regions in Texas required to implement the flood planning requirements of SB8. On May 21, 2020, the TWDB adopted new 31 Texas Administrative Code (TAC) Chapters 361 and 362 relating to Regional and State Flood Planning to implement the flood planning requirements of SB8. Immediately following the May 21, 2020 TWDB meeting, solicitation began for nominations for individuals to serve as initial Regional Flood Planning Group (RFPG) members to fill the 12 voting interest categories for each region. As of September 13, 2023, the Region 9 – Upper Colorado appointed RFPG representatives are the following:

1. *Kenneth Dierschke – Agricultural Interests*
2. *Rick Bacon – Counties*
3. *Vacant – Electric Generating Utilities*
4. *Shannon McMillan – Environmental Interest*
5. *Vacant – Flood Districts*
6. *Morse Haynes – Industries*
7. *Russell Pehl – Municipalities*
8. *David Loyd Jr. – Public*
9. *Scott McWilliams – River Authorities*

- 10. *Chuck Brown – Small Businesses*
- 11. *Allison Strube – Water Districts*
- 12. *Vacant – Water Utilities*

The Region 9 members voted to select the City of San Angelo to serve a second term as the political subdivision if the City Council of San Angelo agrees to serve as such.

Funding Source(s):

Financial Impact:

The 86th Texas Legislature appropriated \$38M for the second planning cycle grant funds. Of that amount, \$2,324,000 has been committed to supporting Region 9’s technical contractors that have been assisting and accelerating the TWDB’s upfront technical effort to develop key flood planning technical guidance, including ensuring that the regional and state flood plans follow and incorporate a strong project ranking framework that will be used to guide future state investments.

The funding amounts are not guaranteed and must be requested by the RFPGs in grant applications submitted to TWDB by the deadline. All proposed work activities and associated expenditures must be fully justified and associated with the contract scope of work to be reimbursed. Only the RFPG planning group sponsor may submit a Regional Flood Planning Grant Application. The City of San Angelo will not be responsible for expenses related to the regional flood planning process.

Other Information/Recommendation:

Authorizing the City of San Angelo to serve a second term as the sponsor for the Regional Flood Planning Group (RFPG) and to submit a Request for Applications for Regional Flood Planning Grants on behalf of the RFPG.

Attachments:

- | | | |
|----|---|---|
| 1. | 9_Upper_Colorado_Regional_Map | 9_Upper_Colorado_Regional_Map.pdf |
| 2. | Regional Flood Planning Group Bylaws - Signed | Regional Flood Planning Group Bylaws - Signed.pdf |
| 3. | RESOLUTION Region 9 upper colorado | RESOLUTION Region 9 upper colorado.docx |

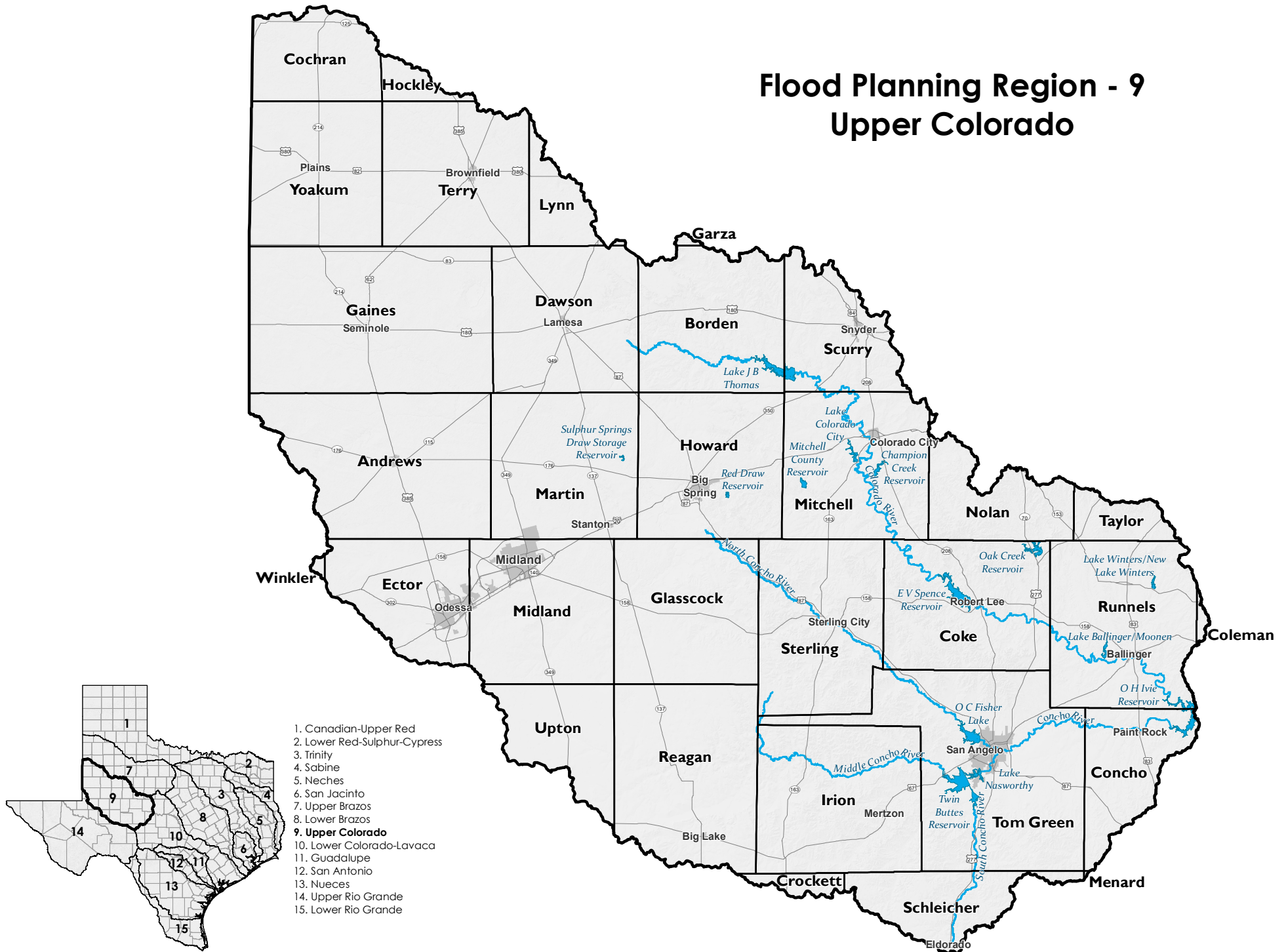
Presentation:

Shane Kelton

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Heather Stastny	Final Approval

Flood Planning Region - 9 Upper Colorado





Region 9 Upper Colorado

Regional Flood Planning Group

Bylaws

Adopted October 29, 2020

Region 9 Upper Colorado Regional Flood Planning Group Bylaws

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ARTICLE I. Names

Section 1 Organization

The official name of this organization shall be the "Region 9 Upper Colorado Regional Flood Planning Group" (hereinafter "Region 9 Upper Colorado RFPG").

Section 2 Flood Planning Region

The official name and boundaries of the flood planning region designated by the Texas Water Development Board (hereinafter "TWDB") in accordance with Senate Bill 8 of the 86th Regular Texas Legislature on April 9, 2020, shall be the "Region 9 Upper Colorado Flood Planning Region" (hereinafter "Region 9 Upper Colorado FPR").

ARTICLE II. Establishment and Purpose

The Region 9 Upper Colorado RFPG was established by the TWDB on October 1, 2020, through the designation of initial flood planning group members. The purpose of the Region 9 Upper Colorado RFPG is to carry out the responsibilities placed on regional flood planning groups as required by Texas Water Code Chapter 16 and TWDB rules, including 31 Texas Administrative Code (TAC) Chapters 361 and 362.

ARTICLE III. Principal Administrative Office

The principal administrative office of the Region 9 Upper Colorado RFPG shall be the principal business offices of the planning group sponsor. The administrative officer of the Region 9 Upper Colorado RFPG for purposes of the Texas Open Records Act shall be an individual designated by the planning group sponsor. The Chair of the Region 9 Upper Colorado RFPG shall ensure that the mailing address and physical address of the principal office and administrative officer are provided to all members of the Region 9 Upper Colorado RFPG and the Executive Administrator of the TWDB.

ARTICLE IV. Responsibilities

The Region 9 Upper Colorado RFPG shall have the responsibility for performing the functions defined in Texas Water Code, Chapter 16 and in 31 TAC Chapters 361 and 362 related to regional flood planning for the Region 9 Upper Colorado FPR. Foremost among those responsibilities shall be the development of a regional flood plan for the Region 9 Upper Colorado FPR that identifies flood risks, establishes flood mitigation and floodplain management goals, and recommends evaluations, strategies, and projects to reduce flood risks.

ARTICLE V. Voting Membership

Section 1 Composition

The initial voting members of the Region 9 Upper Colorado RFPG shall be comprised of the initial flood planning group members as designated by the

Region 9 Upper Colorado Regional Flood Planning Group Bylaws

TWDB on October 1, 2020. The Region 9 Upper Colorado RFPG may subsequently add additional voting members through a process in conformance with these bylaws, specifically Section 4 of this Article.

The Region 9 Upper Colorado RFPGs shall at all times, maintain each of the required voting positions listed in 31 TAC §361.11(e). However, if the Region 9 Upper Colorado FPR does not have an interest in one of the categories, then the Region 9 Upper Colorado RFPG shall so advise the Executive Administrator of the TWDB and an individual member designation may not be required.

The Region 9 Upper Colorado RFPG shall provide a current list of its voting and non-voting positions and the individual member name that fills each position to the TWDB.

The voting membership of the Region 9 Upper Colorado RFPG shall not exceed 18 members.

Section 2 Terms of Office

The terms of all initial voting members shall expire on July 10, 2023. Upon the expiration of the initial terms, all voting members shall draw lots for additional terms of five years or two years, such that half of the voting members' terms will expire in two additional years and the other half in five additional years. If there is an odd number of voting members at the time that lots are drawn, one more than half shall draw lots for the two-year terms.

Except for the initial terms of the initial voting members and the two-year terms described above, all subsequent terms of office for voting members shall be five years, the goal of staggering the terms of office having been accomplished. There are no limits to the number of terms a member may serve. Upon the expiration of a member's term, a majority vote of the total voting membership shall be required for the member to continue to serve for a subsequent term. If a member fails to be affirmed for a subsequent term, then the voting members shall initiate procedures to appoint a successor utilizing the process set forth under Section 4 of this Article.

Section 3 Conditions of Membership

In order to be eligible for voting membership on the Region 9 Upper Colorado RFPG, a person must be capable of adequately representing the interest for which a member is sought, be willing to participate in the regional flood planning process, attend meetings, and abide by these bylaws.

Section 4 Selections of Members

4.1 Filling Vacancies

No later than ninety calendar days prior to the expiration of a voting member's term, or within forty-five calendar days after the removal of or unanticipated resignation of a voting member, the Region 9 Upper Colorado RFPG shall post public notice on its website and any other relevant websites and notify via email the county clerk in each county located in whole or in part in the Region 9 Upper Colorado FPR soliciting nominations for a successor, identifying the particular interest for which the nomination is sought, stating the conditions of

membership, delineating the method for submitting nominations, and establishing a deadline for submission of nominations between thirty and forty-five calendar days from the date that public notice was posted. Members of the Region 9 Upper Colorado RFPG may also submit nominations in the manner prescribed in the public notice.

The Region 9 Upper Colorado RFPG Executive Committee shall receive and process the nominations and, no sooner than ten calendar days after the deadline for submitting nominations, shall recommend a nominee to the voting membership as a whole, giving strong consideration to a consensus nominee from those individuals and entities that collectively represent that interest. The Executive Committee shall not be bound by the nominations received and may consider any person who meets the conditions of membership as a nominee. The voting membership as a whole shall not be bound by the recommendation of the Executive Committee and may consider any person who meets the conditions of membership as a nominee.

The voting members shall attempt to select a successor by consensus. If efforts to reach consensus fail, the Chair shall call for a vote on a nominee. A majority vote of the voting members present shall be required to appoint a successor. If the voting members fail to select a successor, the voting members shall consider other nominations until a successor can be selected by consensus or majority vote of the voting members present.

4.2 Adding and Removing New Voting Positions

In addition to selecting successor voting members to fill vacancies caused by removal or the expiration of a term, the Region 9 Upper Colorado RFPG may, at any time, add additional voting positions including in any new interest categories or additional representatives of the required interest categories in Texas Water Code §16.062(c) and 31 TAC §361.11(e), that the RFPG considers appropriate for development of its RFP. The Region 9 Upper Colorado RFPG must use the selection process set forth in this section for filling vacancies.

Adding any new voting position that increases the total number of voting positions may only occur upon a two-thirds vote of all existing voting positions (31 TAC §361.11(i)).

If a new voting position is created, the existing voting members shall select a nominee to fill the new position by majority vote of the voting members present and shall determine by consensus, but not less than agreement of a majority of the voting members present, the exact applicability of the membership term provisions and restrictions to the new member at the time of the new members selection.

The Region 9 Upper Colorado RFPG may, at any time, remove a voting position as long as the Region 9 Upper Colorado RFPGs maintains each of the required voting positions listed in 31 TAC §361.11(e). Removal of a voting position requires a majority vote of all existing voting positions. If there is currently a member serving in the voting position to be removed, that member will be removed from their position and the Region 9 Upper Colorado RFPG is not

Region 9 Upper Colorado Regional Flood Planning Group Bylaws

required to remove the voting member by the process set forth in Section 7 of this Article.

If upon the designation of initial flood planning group members by the TWDB on October 1, 2020, there is a vacant voting position for one or more of the required interest categories in 31 TAC §361.11(e), the Region 9 Upper Colorado RFPG shall solicit nominations by generally utilizing the selection process set forth in this section. A nominee may be selected to fill the vacant voting position upon a majority vote of the voting members present.

In both the consideration of nominees and the selection of new voting positions and members, the Executive Committee and other voting members shall strive to achieve geographic, ethnic, and gender diversity.

4.3 Outgoing Members

Outgoing voting members shall be given the opportunity to fully participate in the selection process for their successors and shall serve until their successors take office. However, no member shall participate in a vote in which he or she is a nominee.

Because initial members continue to serve for additional terms of either two or five years at the end of their initial terms as set forth under Section 2 of this Article, this Section 4 shall not apply to the regular expiration of the initial terms of the initial members; however, this section shall apply to the selection of a successor for a removed voting member during the initial terms.

Section 5 Attendance

All members shall make a good faith effort to attend all Region 9 Upper Colorado RFPG meetings. Records of attendance shall be kept by the Secretary at all Region 9 Upper Colorado RFPG meetings and hearings and presented as part of the minutes. Voting members of the Region 9 Upper Colorado RFPG that have recorded absences from three consecutive meetings and/or hearings, or at least one-half of the sum of all meetings and hearings in the preceding twelve months, shall be considered to have engaged in excessive absenteeism and shall be subject to removal from membership under Section 7 of this Article.

Section 6 Code of Conduct

Members and designated alternates of the Region 9 Upper Colorado RFPG shall conduct the business of the Region 9 Upper Colorado RFPG in an ethical manner and shall avoid any form or appearance of a conflict of interest, real or apparent, by observing the following:

(a) No member or designated alternate of the Region 9 Upper Colorado RFPG shall:

- (1) Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers of services, materials, or equipment, including subcontractors under recipient contracts; or
- (2) Participate in the selection, award, or administration of a procurement where the member or designated alternate has a financial or other substantive interest in the organization being considered for award. Such

conflict may be due to any of the following having a financial or familial relationship with the organization:

- (i) the member or designated alternate;
- (ii) the member's or designated alternate's family;
- (iii) the member's or designated alternate's business partner(s); or
- (iv) a person or organization that employs, or is about to employ, any of the persons listed in (i)-(iii), above.

(3) Participate in any deliberation, decision, or vote that would constitute a conflict of interest under federal, state, or local law.

(b) Potential conflicts of interest shall be clearly stated by the voting member or designated alternate prior to any deliberation or action on an agenda item with which the voting member or designated alternate may be in conflict. Where the potential conflict is restricted to a divisible portion of an agenda item, the Chair may divide the agenda item into parts, at the Chair's discretion, for deliberation and voting purposes. An abstention from participation in deliberations, decisions, or voting and the reasons therefor shall be noted in the minutes.

Section 7 Removal of Voting Members

(a) Grounds for Removal of Voting Members. The following shall constitute grounds for removal of a voting member:

- (1) engaging in excessive absenteeism as defined under Section 5 of this Article
- (2) any violation or attempted violation of the Public Information Act (Government Code Chapter 552) or the Open Meetings Act (Government Code Chapter 551);
- (3) failure to abide by the code of conduct provisions set forth under Section 6 of this Article;
- (4) change in status so that the member no longer represents the interest he or she was selected to represent;
- (5) falsifying documents;
- (6) any other serious violation of these bylaws as may be determined by the voting members; or
- (7) the voting member's designated alternate engages in any acts described in subdivisions (2), (3), (5) or (6) of this subsection.

(b) Process for Removing Voting Members. Voting members may be removed at any time for any of the grounds for removal of voting members set forth in subsection (a) of this section. Any member with knowledge or suspicion that a voting member or designated alternate has engaged in acts or that events have occurred constituting a ground for removal under subsection (a) of this section shall report such information or suspicion to the Chair. The Chair, upon discovering or receiving such information, shall make a written request to that member to verify or refute the alleged acts or events. The member shall provide a written response to the Chair within fifteen calendar days from the date of receipt of the Chair's request. Within five calendar days of receipt of the member's response, the Chair shall forward copies of the response to the voting members. If the Chair believes that a ground for removal may exist or if the member fails to provide a timely response to the Chair's request, the Chair shall confer with the Executive Committee regarding the matter. The Executive

Committee may vote to place an item on the next subsequent agenda addressing the possible removal of the member. If the Chair does not believe that a ground for removal exists and indicates that he or she will not place an item on the next agenda addressing the possible removal, then a written request from five voting members will be required to place an item on a subsequent meeting agenda addressing the possible removal of the member. At the meeting, all discussion and debate with regard to the possible removal shall take place in a closed, executive session, but the final vote on removal shall take place in an open meeting. During the executive session, the Chair shall lay out all of the correspondence and information that has been received related to the possible removal and the member subject to the possible removal may present evidence refuting or verifying the information presented. The voting members may remove the member by a majority vote of the voting members present. The member subject to the removal action shall not participate in any way in the removal vote, nor shall his or her membership count as part of the voting members present of calculating a majority vote.

ARTICLE VI. Non-Voting Membership

Section 1 Mandatory Members

The non-voting members of the Region 9 Upper Colorado RFPG shall include the non-voting members set forth in 31 TAC §361.11(f)(1)-(7). As necessary, the Region 9 Upper Colorado RFPG shall include members designated by upstream or downstream RFPGs or members from neighboring RFPGs touching the Gulf Coast, as set forth in 31 TAC §361.11(f)(8)-(9). Such designees shall have no terms of office and shall serve until replaced by the designating entity. However, if the voting members decide by a majority vote of the voting members present, that a particular designee is hindering the regional flood planning efforts of the Region 9 Upper Colorado RFPG, the Chair shall make a written request to the entity requesting the designation of another person to serve as the entity's designee.

In accordance with 31 TAC 361.11(f)(8), if there is an upstream or downstream FPR that is located within the same river basin as the Region 9 Upper Colorado FPR, the Region 9 Upper Colorado RFPG must designate a non-voting member liaison to coordinate with the upstream or downstream RFPG.

In accordance with 31 TAC 361.11(f)(9), if Region 9 Upper Colorado RFPG touches the Gulf Coast, the Region 9 Upper Colorado RFPG must designate a non-voting member liaison to coordinate with neighboring RFPGs that also touch the Gulf Coast.

Section 2 Discretionary Members

The voting members of the Region 9 Upper Colorado RFPG may choose to create a new non-voting position to represent a specific entity by a two-thirds vote of the voting members present. The Chair shall make a written request within ten calendar days to the entity requesting the designation of a person to serve as the entity's designee. Such designees shall have no terms of office and shall serve until replaced by the designating entity or until the entity is removed as a

non-voting member. However, if the voting members determine by a majority vote of the voting members present that a particular designee is hindering the regional flood planning efforts of the Region 9 Upper Colorado RFPG and that the entity should remain as a non-voting member, the Chair shall make a written request within ten calendar days to the entity requesting the designation of another person to serve as the entity's designee.

In addition to creating new non-voting positions for specific entities, the Region 9 Upper Colorado RFPG may, at any time, create non-voting positions for specific interest categories that the RFPG considers appropriate for development of its RFP by a two-thirds vote of voting members present. The Region 9 Upper Colorado RFPG must use the selection process set forth in Article V, Section 4.

Section 3 Code of Conduct

All non-voting members shall comply with the code of conduct provisions under Section 6 of Article V of these bylaws.

ARTICLE VII. Designated Alternates

Each member shall designate an alternate to represent him/her when he/she is unable to attend a meeting. Each member must notify the Chair in writing of the name and appropriate contact information of the member's designated alternate at least forty-eight hours prior to the first meeting at which the designated alternate will appear on behalf of the member. If the member fails to provide such notice, the Chair may forbid the participation of the designated alternate at the meeting or hearing. The Chair shall not recognize the designation of more than one alternate per member at any given time. The Chair shall not recognize more than two alternate designations of any kind per member per calendar year unless the Region 9 Upper Colorado RFPG expressly decides to waive this provision.

The designated alternate shall enjoy the same voting privileges, or lack thereof, and shall be bound by the same duties, terms, and conditions as the member they represent, except as otherwise provided in these bylaws. However, a designated alternate for a voting member who serves as an officer shall not be allowed to serve in the capacity as an officer in the member's absence.

The Chair shall provide each member with a current list of all members and their designated alternates.

ARTICLE VIII. Officers

Section 1 Officers, Restrictions, and Terms of Office

Voting members of the Region 9 Upper Colorado RFPG shall select from the voting membership a Chair, Vice Chair, and Secretary to serve as officers. Each officer shall serve a term of one calendar year. However, the terms of the initial officers selected under Section 2 of this Article shall expire when the regular officers take office as provided under this Article. Except as provided under Section 4 of this Article, an officer shall serve until his or her successor takes office. No two voting members representing the same interest shall serve as

officers at the same time. Elections shall be held annually, with no restrictions on the number of consecutive terms an individual may serve as an officer other than those that apply because of his or her status as a voting member under these bylaws.

Section 2 Selection

(a) Initial Officers. Within 90 days after the adoption of these bylaws, the voting members shall select initial officers. Nominations shall be made from the floor by voting members. The voting members shall select officers from among the nominees by consensus if possible, but not less than agreement of a majority of the voting members present.

(b) Regular Officers. Regular officers shall be selected at the first meeting of each calendar year after the calendar year in which these bylaws were adopted. Written notice of the meeting to select officers shall be sent to all members of the Region 9 Upper Colorado RFPG by the current Secretary thirty calendar days prior to the meeting. Nominations shall be made from the floor by voting members. The voting members shall select officers from among the nominees by consensus, but not less than agreement of a majority of the voting members present.

Section 3 Removal of Officers

Any officer may be removed from office for any of the grounds for removal of voting members set forth under Article V of these bylaws, or for repeated failure to carry out the duties of the office. Removal of an officer shall be decided by a majority vote of the voting members present. Removal of an officer shall be set as an agenda item at the next scheduled meeting upon written request signed by five voting members to the Chair or Secretary. The Chair or Secretary receiving the request shall notify the officer in writing that he or she shall be subject to a removal action at the next scheduled meeting. At the meeting, all discussion and debate with regard to the possible removal shall take place in a closed, executive session, but the final vote on removal shall take place in an open meeting. During the executive session, the presiding officer shall lay out the information that has been received related to the possible removal, and the officer subject to the possible removal action may present evidence refuting or verifying the information presented. If the Chair is the subject of the possible removal action, the Vice-Chair shall preside over the meeting during the agenda item concerning the Chair's removal. The officer subject to the removal action shall not participate in any way in the removal decision, nor shall his or her membership count as part of the total membership for purposes of calculating a majority vote. The notice of the meeting shall be posted in accordance with the Open Meetings Act and shall state that the issue of possibly removing the officer will be on the agenda. Any vacancy caused by the removal shall be filled as provided under Section 4 of this Article. Removing an officer from their office under this section does not remove the member from their voting position on the Region 9 Upper Colorado RFPG. To remove a voting member from their voting position, the Region 9 Upper Colorado RFPG must follow to the removal process under Article V, Section 7.

Section 4 Vacancies of Officers

Whenever an officer vacancy exists because of death, resignation, or removal, the vacancy shall be filled within thirty days of the event causing the vacancy. Nominations shall be made from the floor by voting members. The voting members shall select a replacement officer from among the nominees by a majority vote of the voting members present. The next highest-ranking officer shall serve in the vacant position until a successor takes office, unless the office of the Secretary becomes vacant, in which case the Chair shall appoint a willing voting member to serve as Secretary until the successor to the Secretary takes office. The person selected to fill a vacancy for an officer shall serve for the unexpired term of his or her predecessor in office.

Section 5 Duties of Each Officer

(a) Chair. The Chair shall be the executive officer of the Region 9 Upper Colorado RFPG. The Chair will preside at all meetings of the Region 9 Upper Colorado RFPG and perform all duties provided by these bylaws. If the Chair is unable to carry out his/her duties, the Vice Chair shall assume the duties of the Chair.

(b) Vice Chair. The Vice Chair shall assist the Chair in the discharge of his/her duties and, in the absence of the Chair, shall assume the Chair's full responsibilities and duties. In the event the Chair is unable to carry out his/her duties, the Vice Chair shall serve as Chair until the Region 9 Upper Colorado RFPG elects a new Chair under Section 4 of this Article. The Vice-Chair shall perform other duties as assigned by the Chair, or these bylaws.

(c) Secretary. The Secretary shall maintain the minutes and take attendance of the Region 9 Upper Colorado RFPG meetings. The minutes and attendance shall be kept as part of the Region 9 Upper Colorado RFPG official records. The Secretary shall ensure that all notices are properly posted as provided in the bylaws, as required by law, and as required by the Texas Open Meetings Act. The Secretary shall perform other duties as assigned by the Chair or these bylaws. If the both the Chair and Vice Chair are unable to carry out the duties of the Chair, the Secretary shall assume the duties of the Chair.

Section 6 Executive Committee

The Executive Committee shall be composed of five Region 9 Upper Colorado RFPG members, including the Chair, Vice Chair, Secretary, and two voting members-at-large. No two voting members representing the same interest shall serve as members of the Executive Committee at the same time. The two members-at-large shall be selected annually in the same manner and with the same terms as set forth for the selection of officers under this Article. Members-at-large shall be removed and their vacancies filled in the manner prescribed for officers under this Article.

The Executive Committee shall be responsible for carrying out the duties imposed on it in these bylaws. The voting members of the Region 9 Upper Colorado RFPG may delegate administrative decisions to the Executive Committee unless provided otherwise in these bylaws.

All meetings of the Executive Committee shall comply with the provisions related to meetings generally as set forth in Article IX of these bylaws.

Section 7 Designated Alternates

A designated alternate of a member serving as an officer shall not serve in the member's capacity as an officer in lieu of the member. When an officer is absent or otherwise unable to serve, the next highest-ranking officer shall serve for the officer. If no lower ranking officer exists or can serve, then a member designated by the Chair or acting Chair shall serve for the officer.

ARTICLE IX. Meetings

Section 1 Open Meetings and Notice

All meetings of the Region 9 Upper Colorado RFPG, its committees and/or sub-groups, shall be posted and open to the public in the manner of a governmental body under the Texas Open Meetings Act and as set forth in the TWDB rules. All actions of the Region 9 Upper Colorado RFPG shall be deliberated and undertaken in open meeting, unless otherwise authorized by the Texas Open Meetings Act. The time and place of meetings shall be set to facilitate, to the greatest extent possible, the participation of the public in the regional flood planning process. In accordance with TWDB rules, specifically, 31 TAC 361.21, copies of all materials presented or discussed shall be made available for public inspection prior to and following any meeting of the Region 9 Upper Colorado RFPG.

Section 2 Regular Meetings

At least one regular meeting of the Region 9 Upper Colorado RFPG shall be held in each quarter or more frequently. At the first meeting after the adoption of these bylaws and the first meeting of each calendar year thereafter, the Region 9 Upper Colorado RFPG shall establish and adopt a regular meeting schedule for the ensuing year. The Secretary shall ensure that an advance notice and an agenda for regular meetings will be provided to the full membership of the Region 9 Upper Colorado RFPG as set forth in TWDB rules. Supporting information and member-requested materials shall be distributed to the full membership with the notice and agenda or at the meeting, as deemed appropriate by the Chair.

Section 3 Called (Special) Meetings

The Chair or a majority of the voting members of the Region 9 Upper Colorado RFPG may call special meetings of the Region 9 Upper Colorado RFPG. The Secretary shall ensure that advance notice and an agenda for the called meeting is provided to the full membership of the Region 9 Upper Colorado RFPG as set forth in TWDB rules and the Texas Open Meetings Act. Supporting information and member-requested materials shall be distributed to the full membership with the notice and agenda or at the meeting, as deemed appropriate by the Chair.

Section 4 Agenda

The Secretary of the Region 9 Upper Colorado RFPG shall ensure that an agenda is prepared and distributed for all meetings, in accordance with Sections 2 and 3

of this Article. Items shall be placed on the agenda by the request of the Chair or by the request of at least two voting members of the Region 9 Upper Colorado RFPG. Consideration for approval of the previous meeting's minutes, as applicable, shall always be among the first items on the agenda. Copies of the agenda and all supporting information shall be made available for public inspection prior to and following any meeting of the Region 9 Upper Colorado RFPG, in accordance with TWDB rules.

Section 5 Quorum

A quorum of the Region 9 Upper Colorado RFPG shall be a simple majority of the voting members or their designated alternates excluding vacancies. At least a quorum shall be necessary to conduct any business of the Region 9 Upper Colorado RFPG.

Section 6 Applicability of Robert's Rules of Order

Except as otherwise provided in these bylaws, meetings of the Region 9 Upper Colorado RFPG shall be conducted under the provisions of the most current edition of *Robert's Rules of Order*. However, failure to follow *Robert's Rules of Order* shall not constitute grounds for appeal of an action or a decision of the Region 9 Upper Colorado RFPG.

Section 7 Public Meetings Required By Law

The Region 9 Upper Colorado RFPG shall post notice and conduct public meetings that are specifically required by statute and TWDB rule, including those set forth for draft regional flood plan presentation, adoption of amendments to the regional flood plan, and final regional flood plan adoption, in accordance with the requirements of Texas Water Code Chapter 16 and TWDB rules, including 31 Texas Administrative Code (TAC) Chapters 361 and 362. Notification requirements may be different than those specified in Section 1 of this Article and are specifically delineated in Texas Water Code §16.062 and 31 TAC §361.21.

Section 8 Minutes

(a) The Secretary shall ensure that minutes of all meetings of the Region 9 Upper Colorado RFPG are prepared. The minutes shall:

- (1) state the subject of each deliberation;
- (2) indicate each vote, order, decision, or other action taken;
- (3) indicate those members in attendance, noting the presence of a quorum, and noting the presence of those members of the public who participate in the course of the meeting;
- (4) represent an accurate summary of the meeting's record; and state any other information required by these bylaws to be included in the minutes.

(b) The Secretary shall ensure that true copies of the minutes are provided to the full membership as soon as possible following the meeting, but no later than ten calendar days prior to the next regular meeting of the Region 9 Upper Colorado RFPG.

ARTICLE X. Making Decisions

Section 1 Applicability; No Written Proxies

(a) Unless the method for making a particular decision is set forth in these bylaws, the Region 9 Upper Colorado RFGP, its committees, and subgroups shall make all decisions utilizing the process set forth in Section 2 of this Article.

(b) Written proxies shall not be allowed in any decision-making by the Region 9 Upper Colorado RFGP, its committees, or its subgroups. However, designated alternates shall be allowed to participate in decision making as set forth in these bylaws. Because it is important in achieving consensus for all members to participate actively, keep up-to-date on the progress of the group, and develop a common base of information, members shall in good faith attempt to minimize the number of times they are absent from meetings or are represented by their designated alternates.

Section 2 Decision-Making Process

(a) **Use of Consensus.** The Region 9 Upper Colorado RFGP shall attempt to make decisions using a consensus decision-making process. Consensus is an acknowledgement of agreement built by identifying and exploring all members' interests and by agreeing to a solution that satisfies these interests to the greatest extent possible. A consensus is reached when all voting members agree that their major interests have been taken into consideration and addressed in a satisfactory manner so that they can support the decision of the group, or at least not object. The process of building consensus involves the development of alternatives and the assessment of the impacts of those alternatives.

Consensus does not necessarily mean unanimity. Some members may strongly endorse a particular solution while others may accept it as a workable solution. A member can participate in the consensus without embracing each element of the solution with the same fervor as other members, or necessarily having each of his or her interests satisfied to the fullest extent. In a consensus, the members recognize that, given the combination of gains and trade-offs in the decision package and given the current circumstances and alternative options, the resulting solution is the best one the voting members can make at this time.

(b) **Failure to Reach Consensus.** If after good faith negotiations it appears likely to the Chair that the voting members will be unable to reach consensus, the Chair shall entertain a motion to put the issue to a vote to be conclusively decided by a majority vote of the voting members present.

Section 3 Approving Recommended Flood Management Evaluations (FME), Flood Management Strategies (FMS), and Flood Mitigation Projects (FMP)

The voting members of the Region 9 Upper Colorado RFGP shall finally approve each recommended FME, FMS, and FMP by a separate vote by consensus, but not less than a majority vote of the voting members present.

Section 4 Final Adoption of Regional Flood Plan; Amendments

The voting members of the Region 9 Upper Colorado RFGP shall finally adopt the regional flood plan for the Region 9 Upper Colorado RFGP, and any amendments thereto by consensus, but not less than a majority vote of the voting members present.

ARTICLE XI. Books and Records

Section 1 Required Documents and Retainment

Records of the Region 9 Upper Colorado RFGP, including: a current membership list with addresses, affiliations, and phone numbers, if not unlisted; the current roster of officers; a copy of the written record of designation of the planning group sponsor political subdivision of the Region 9 Upper Colorado RFGP; minutes; agendas; notices; contracts, subcontracts, annual financial statements, and any and all financial records and supporting information; bylaws; records of public hearing; correspondence; memoranda; phone logs; committee or subgroup recommendations or findings; draft and final plans; studies; data of any sort; computer records or models; executive summaries; other work products; and any other pertinent information of a public nature shall be kept at the principal office of the Region 9 Upper Colorado RFGP for a period of at least five years or the period of time required of the political subdivision serving as the planning group sponsor, whichever is longer.

The storage and dissemination of all Region 9 Upper Colorado RFGP records must comply with TAC §361.21(d) and Texas Government Code, Chapter 552 (Public Information Act) regarding the handling of confidential materials.

Section 2 Inspection and Copying

Records of the Region 9 Upper Colorado RFGP shall be available for inspection and copying at the principal place of business of the planning group sponsor political subdivision during normal business hours. Procedures and fees for copying and inspection shall be the same as those used by the planning group sponsor political subdivision housing the principal office of the Region 9 Upper Colorado RFGP for inspection and copying of its own public records, or as prescribed in the Texas Public Information Act.

Section 3 Availability of Reports

All reports, planning documents, and work products resulting from the regional flood planning grant funding provided by the TWDB and all supporting documentation for the development the regional flood plan shall be made available to the TWDB, the Texas Division of Emergency Management, the Texas Parks and Wildlife Department, the Texas Department of Agriculture, the Texas State Soil and Water Conservation Board, General Land Office and the Texas Commission on Environmental Quality or their successor agencies. Electronic versions of the regional flood plan will be posted on the flood planning group website and the TWDB website.

ARTICLE XII. Committees

Section 1 Establishment

The Region 9 Upper Colorado RFPG may by a majority vote of the voting members present establish committees, subcommittees, and subgroups to assist and advise the Region 9 Upper Colorado RFPG in the development of the regional flood plan, as set forth in 31 TAC §361.12(c). The committee, subcommittee, or subgroup may be formed to address specific issues assigned by the Region 9 Upper Colorado RFPG and may have a specified term of membership.

Section 2 Membership

Membership in the committees, subcommittees, and subgroups shall follow the requirements and procedures of Article V of these bylaws and 31 TAC §361.12(c). Appointment to committees, subcommittees, or subgroups shall be made by consensus, but not less than agreement of a majority of the voting members present. The terms of office for all members of committees, subcommittees, and subgroups shall be either upon the expiration of the term, if any, specified by the Region 9 Upper Colorado RFPG in the establishing motion for the committee, subcommittee, or subgroup, or upon the expiration of the persons membership in the Region 9 Upper Colorado RFPG.

If a RFPG creates a sub-regional committee, subcommittee, or subgroup to address issues related to a specific geographic area smaller than the full FPR, it shall, to the extent practical, define such sub-regional geographic areas based on boundaries that are conterminous with full HUC 8 watersheds located within the FPR. Sub-regional committees, subcommittees, or subgroups formed to address issues related to a specific geographic area smaller than the full FPR must include one voting member representing each of the interest categories listed in 31 TAC §361.11(e).

Section 3 Officers

The Chair, Vice-chair, and Secretary of a committee, subcommittee, or subgroup established by the Region 9 Upper Colorado RFPG shall be selected from the duly-elected members of the respective committee, subcommittee, or subgroup. The Chair, Vice Chair, and Secretary of the committee, subcommittee, or subgroup established by the Region 9 Upper Colorado RFPG shall be elected to their respective offices by a majority vote of the members of the committee, subcommittee, or subgroup. Additional committee, subcommittee, or subgroup officers with associated responsibilities may be created as necessary by a majority vote of the members of the committee, subcommittee, or subgroup. The additional officers shall be elected by a majority affirmative vote of the members of the committee, subcommittee, or subgroup.

Section 4 Meetings

Requirements and procedures for committee, subcommittee, or subgroup meetings shall follow those established in Article IX of these bylaws, including requirements for notice. Committees, subcommittees, or subgroups may adopt

their own rules of procedure, if authorized by the Region 9 Upper Colorado RFPG and the rules are not in conflict with state law, TWDB rules, or these bylaws.

Section 5 Books and Records

Requirements and procedures for committee, subcommittee, or subgroup books and records shall follow those established for the Region 9 Upper Colorado RFPG in Article XI of these bylaws.

Section 6 Code of Conduct

Members of a committee, subcommittee, or subgroup are subject to the requirements of Article V, Section 6 of these bylaws.

ARTICLE XIII. Compensation/Reimbursement

Members of the Region 9 Upper Colorado RFPG are able to be reimbursed for eligible travel expenses, as authorized by the General Appropriations Act, and as limited by the TWDB regional flood planning grant contract for attendance at a posted meeting of the RFPG. All travel expenses must be documented by the members and submitted to the Chair and the planning group sponsor political subdivision designated by the Region 9 Upper Colorado RFPG to apply to TWDB for funding. The Chair of the RFPG must certify, in a public meeting, that the travel expenses are eligible for reimbursement and are correct and necessary before the planning group sponsor political subdivision contracting with the TWDB for the Region 9 Upper Colorado RFPG can compile the travel information from the members and submit reimbursement requests to the TWDB.

ARTICLE XIV. Contractual Services

The voting members of the Region 9 Upper Colorado RFPG shall approve, by a majority vote of the voting members present, persons or entities to provide contractual services for the Region 9 Upper Colorado RFPG, including all services related to preparation, development, or revisions of the regional flood plan for the Region 9 Upper Colorado FPR. However, the voting members may delegate to the Executive Committee the authority to make all administrative decisions concerning amendments to TWDB grant contracts for services related to regional flood planning, except those decisions concerning amendments related to scopes of work and budgets.

ARTICLE XV. Adopting and Amending the Bylaws

These bylaws shall have full force and effect upon approval and adoption by the voting members of the Region 9 Upper Colorado RFPG, acting on behalf of the interests comprising the Region 9 Upper Colorado FPR, and upon submission to the TWDB in compliance with 31 TAC §361.11(d). The voting members shall adopt and/or amend these bylaws by a two-thirds vote of the voting members present.

ARTICLE XVI. Resolution Adopting Bylaws

WHEREAS, no bylaws have been adopted governing the conduct of the internal affairs of the Region 9 Upper Colorado RFPG; and

WHEREAS, the set of bylaws presented to and as otherwise modified by agreement during this meeting are suitable for the purpose and their adoption is in the best interests of the Region 9 Upper Colorado RFPG; it is, therefore,

RESOLVED, that the members of the Region 9 Upper Colorado RFPG this 29 day of October, approve and adopt the bylaws presented to this meeting of members as the bylaws of the Region 9 Upper Colorado RFPG; and it is

FURTHER RESOLVED, that the bylaws be authenticated as such by the Secretary of the Region 9 Upper Colorado RFPG and placed in its minute book, and that a full and true copy of the bylaws, certified by the Secretary, be kept at the principal office of the Region 9 Upper Colorado RFPG for inspection by members or the public at all reasonable times during business hours.

12-30-2020

(date)

Allison Stule

(Signature of Secretary)

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY OF SAN ANGELO TO SERVE AS THE POLITICAL SUBDIVISION SPONSOR FOR THE REGION 9 - UPPER COLORADO REGIONAL FLOOD PLANNING GROUP AND ALLOW FOR THE SUBMISSION OF A REQUEST FOR APPLICATION FOR REGIONAL FLOOD PLANNING GRANTS TO THE TEXAS WATER DEVELOPMENT BOARD

WHEREAS, Section 16.061 of the Texas Water Code ("TWC") requires the Water Development Board ("TWDB") to develop and adopt a comprehensive state flood plan every five years that incorporates the 15 regional flood plans developed by the regional flood planning groups ("RFPs") under TWC 16.062; and

WHEREAS, The RFPs completed their first cycle (2020-2023) of the regional flood planning process that was created in 2019 by Senate Bill 8 (SB8), 86th Texas Legislature; and

WHEREAS, the 2023 Regional Flood Plans were due to TWDB on January 10, 2023 and will be the basis for the 2024 State Flood Plan; and

WHEREAS, on April 9, 2020, The TWDB designated the Flood Planning Region boundaries that created 15 Flood Planning Regions in Texas required to implement the flood planning requirements of SB8 in which San Angelo is in Region 9 – Upper Colorado; and

WHEREAS, The Region 9 – Upper Colorado meeting was held on September 13, 2023 and the City of San Angelo was selected as the sponsor to act on the RFPs behalf to enter into a grant contract with the TWDB to receive funds for developing their regional flood plans for the second cycle; and

WHEREAS, on November 9, 2023 the TWDB approved the funding allocation breakdown by region, attached hereto as EXHIBIT A, which allows for the submission of Regional Flood Planning Grant applications leading to the possible award of contracts to develop regional flood plans for the second cycle as described in 31 TAC Chapter 361 and 362; and

WHEREAS, activities to be performed under the Request for Applications (RFAs) will be based on statute, rule, a scope of work, and guidance documents developed by the TWDB and will address all necessary elements required for preparation of a 2027 Regional Flood Plan in accordance with statute, rule, and guidance requirements; and

WHEREAS, each RFP will submit an RFA to TWDB by February 22, 2024; and

WHEREAS, after receiving applications for grant funding, the TWDB will execute contracts with the RFPG sponsor political subdivisions which will enable the RFPGs to solicit and procure technical consultants to help them develop the second cycle of regional flood plans; and

WHEREAS, as the Sponsor for Region 9 – Upper Colorado, the City of San Angelo would be the entity authorized to submit a Request for Applications for Regional Flood Planning Grants to the Texas Water Development Board.

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

Part 1: That the City of San Angelo is hereby authorized to serve as the political subdivision sponsor for the Region 9 Upper Colorado Regional Flood Planning Group pursuant to 31 TAC 361 and 362.

Part 2: That the Director of the Water Utility as the chairperson of the Region 9 – Upper Colorado group is hereby authorized to submit a Request for Applications for Regional Flood Planning Grants to the Texas Water Development Board.

Part 3: That the City Manager or designee is hereby authorized to negotiate and execute all documents related to the activities of the Region 9 – Upper Colorado group that does not require funding by the City of San Angelo.

PASSED and APPROVED THIS 16th Day of January, 2024.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider a resolution authorizing the San Angelo Police Department to apply for grant funds from the Office of the Governor, Criminal Justice Division, for Rifle-Resistant plates for Bullet Proof Vests (David Howard)

Staff Recommendation:

Adopt

Summary/History:

The San Angelo Police Department is seeking funds to replace the existing Rifle-Resistant Body Armor vests with a rifle-resistant front plate for insertion into existing Point Blank Type IIIA duty vests at center mass location. Officers responding to a call for service cannot always anticipate the level of protection that may be required. The standard duty vests have an internal pouch for an additional front plate. Adding a front plate to existing duty vests eliminates the need to switch to a different type of body armor for or during a critical incident. By adding a flexible rifle armor plate (FRAS), the officer is protected against projectiles up to a .308 cal (as used in AK-47 rifle) and 7.62 (AR-15 rounds), giving the assurance of that additional protection level. The plates are an RF3 (Level IV) approved by National Institute of Justice Compliance Testing Program. The request is to equip all active patrol officers, patrol supervisors, and special tactical units, including Crisis Negotiation Team, Anti-Crime unit, Narcotics unit, and Reserve officers, with a total count of 175 plates required.

Funding Source(s):

Financial Impact:

There is no matching requirement for this grant.

Other Information/Recommendation:

Funds are not available in the San Angelo Police Department regular budget to equip officers with these plates. The previous purchase of Rifle-resistant vests was in 2018 and utilized grant funds.

Attachments:

1. Resolution for application Body Armor Project Resolution for application Body Armor Project.docx

Presentation:

David Howard

Approvals/Reviews:

Gail Smith

Frank Carter

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING
APPLICATION FOR THE OFFICE OF THE GOVERNOR GRANT PROGRAM FOR
OPERATION OF THE FY25 SAN ANGELO POLICE DEPARTMENT LVL IV BODY
ARMOR PROJECT**

WHEREAS, the City of San Angelo City Council finds it in the best interest of the citizens of San Angelo that the FY25 San Angelo Police Department LVL IV Body Armor Project be operated for the FY 2025; and

WHEREAS, the City of San Angelo City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor – Criminal Justice Division grant application; and

WHEREAS, City of San Angelo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City of San Angelo City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of San Angelo City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of San Angelo City Council approves submission of the grant application for the FY25 San Angelo Police Department LVL IV Body Armor Project Grant #4946901 to the Office of the Governor.

PASSED and APPROVED this 16th day of January 2024.

MAYOR BRENDA GUNTER

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Stephanie Collins, Office Manager, Fire Department

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider a resolution authorizing the San Angelo Fire Department to apply for the State Homeland Security Grant Program (Johnny Fisher)

Staff Recommendation:

Approve

Summary/History:

The Fire Dept is applying for the State Homeland Security Grant Program Law Enforcement Terrorism Prevention-Oriented Activities (SHSP LETPA) to obtain equipment to outfit the new TACMED team, as well as provide improved security badge entrance systems to our Fire stations and Training Center.

Funding Source(s):

Financial Impact:

No Matching Funds Required. No fiscal impact.

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. Resolution for Homeland Security Grant
(Completed) | Resolution for Homeland Security Grant
(Completed).docx |
|--|--|

Presentation:

Johnny Fisher

Approvals/Reviews:

Stephanie Collins	Created/Initiated
Patrick Brody	Approved
Theresa James	Approved
Tina Dierschke	Approved

Theresa James
Heather Stastny

Approved
Final Approval

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING
APPLICATION FOR THE STATE HOMELAND SECURITY GRANT PROGRAM
LAW ENFORCEMENT TERRORISM PREVENTION-ORIENTED ACTIVITIES
GRANT FOR THE SOFT TARGET CROWDED PLACES TAC-MED PROJECT**

WHEREAS, the City of San Angelo City Council finds it in the best interest of the citizens of San Angelo, that the San Angelo Fire Department apply to the FY2024 State Homeland Security Grant Program Law Enforcement Terrorism Prevention Oriented Activities Grant for the FY24 Soft Target Crowded Places Tac Med project; and

WHEREAS, the award amount of this grant is \$89,000 which will be used for equipment to outfit the TACMED team as well as provide improved security badge entrance systems to our fire stations and training center; and

WHEREAS, City of San Angelo agrees there are no matching funds as per grant stipulations or the said project as required by the State Homeland Security Grant Program law Enforcement Terrorism Prevention Oriented Activities grant application; and

WHEREAS, City of San Angelo City Council agrees that in the event of loss or misuse of the State Homeland Security Grant funds, City of San Angelo City Council assures that the funds will be returned to the State Homeland Security Office in full; and

WHEREAS, City of San Angelo City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED on this 16th day of January, 2024 that City of San Angelo City Council approves submission of the grant application for San Angelo Fire State Homeland Security Grant #4959501 to the State Homeland Security Office.

MAYOR BRENDA GUNTER

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Consider resolutions approving the Investment Policies for the City of San Angelo, Lake Nasworthy Trust, and Development Corporation Funds (Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

Each year, the City Council must adopt an investment policy and strategy per the Public Funds Investment Act (PFIA). The updated investment policies are attached with changes being made since last year. Changes include:

City Investments:

Section (5) - Added FHLB letter of credit as permissible for collateral for bank deposits; this is allowable under the Texas Public Funds Collateral Act, Texas government code 2257.001.

Addendum B - Updated to include currently approved brokers.

Lake Nasworthy Trust:

Section (4) - Added FHLB letter of credit as permissible for collateral for bank deposits; this is allowable under the Texas Public Funds Collateral Act, Texas government code 2257.001.

Addendum B - Updated to include currently approved brokers.

Development Corporation:

Addendum B - Updated to include currently approved brokers.

These policies and changes have been reviewed and are recommended by the Investment Oversight Committee. Adopting these three policies will keep the City in compliance with the Public Funds Investment Act ("PFIA") which requires the City to review and adopt the policies annually.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--|--|
| 1. | 2024 City Investment Policy - Meeder edits
12.14.23 | 2024 City Investment Policy - Meeder edits
12.14.23.pdf |
| 2. | 2024 Lake Nasworthy Investment Policy - Meeder
edits 12.14.23 | 2024 Lake Nasworthy Investment Policy - Meeder
edits 12.14.23.pdf |
| 3. | 2024 COSADC Investment Policy and BD List | 2024 COSADC Investment Policy and BD List.pdf |
| 4. | 2024 Resolution Development Corporation
Investment Funds | 2024 Resolution Development Corporation
Investment Funds.docx |
| 5. | 2024 Resolution City of San Angelo Investment
Funds (002) | 2024 Resolution City of San Angelo Investment
Funds (002).docx |
| 6. | 2024 Resolution Lake Nasworthy Trust
Investment Funds | 2024 Resolution Lake Nasworthy Trust Investment
Funds.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

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

CITY OF SAN ANGELO, TEXAS

INVESTMENT POLICY

2024

It is the policy of the City of San Angelo (the “City”) to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the “Act”), Texas Government Code 2256, which requires the creation and annual adoption of a written investment policy and its addendums. The City Council shall review and adopt, no less than annually, the Investment Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This investment policy applies to all the financial assets of the City except funds of Lake Nasworthy. The funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- Operating Funds
- Debt Service Funds
- Bond, Capital and Special Project Funds
- Reserve Funds
- Non-expendable Trust Funds

Section Two: Investment Objectives and Standard of Care

The objectives of the City's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value. The portfolio shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by investment officers shall be the *prudent person standard* and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Investment officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, provided that deviations from expectations are reported in a timely fashion and

appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The City of San Angelo funds shall be commingled for investment purposes recognizing the cash flow needs of the individual funds which make up the portfolio. The total portfolio will maintain a maximum weighted average maturity of two (2) years which is based on the cash flow analysis and cash requirements of the City.

The City of San Angelo's investment portfolio shall be diversified for safety and shall consist of a variety of securities and maturities which may include any or all of the authorized investments listed in Section Four, Authorized Investments, of this Policy. In order to meet Policy objective, securities will be of the highest credit quality and marketability. The portfolio's objectives can be attained by utilization of high credit quality securities and a modified ladder structure in the short-term area to match known liabilities.

- (1) Operating Funds - Operating funds ensure that anticipated cash flows are matched for adequate liquidity on major payment obligations such as payroll.
- (2) Debt Service Funds - Debt service funds must cover the upcoming debt service obligations on the required payment dates.
- (3) Bond, Capital and Special Project Funds - Bond proceeds and special project funds are used for anticipated liabilities on the projects.
- (4) Reserve Funds - Reserve funds provide liquidity for fund obligations and generate a dependable revenue stream from securities.
- (5) Non-expendable Trust Funds - Non-expendable trust funds generate dependable revenue streams for their designated uses.

It is the City of San Angelo's intent to hold purchased securities to maturity investing in such a manner as to ensure both the safety and liquidity of such transactions. However, under conditions defined and procedures approved by the Oversight Committee, securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio. Securities purchased specifically for non-expendable trust funds shall be valued continuously and may be sold prior to the stated maturity date in order to capture capital gains.

The City of San Angelo's investment officers, or designated investment advisors, will evaluate the City's cash position daily to determine the amount of funds available for investment and to project the term for such investments and will then decide on placement of the investment based on fund type and market conditions, fund cash flow, the offering yield for eligible investment and diversity in the portfolio.

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act) as further defined by this policy. Insofar as they meet this requirement, the City may invest in the following:

(1) Depository certificates of deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and:

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor: or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities (excluding letters of credit) or direct obligations of any state, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed 3 years to their stated maturity date;

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Master Repurchase Agreement, with securities safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated completion date of the project(s).

(4) Local government investment pools as defined by the Act which strive to maintain a \$1 net asset value, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds striving to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated final maturity not to exceed three (3) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment to the City's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

(9) A1/P1 domestic commercial paper with a maximum maturity of two hundred-seventy (270) days.

In order to provide diversification in the portfolio which reduces market and credit risk exposures, the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase although cash flows may change the percentages over time. Effort will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
CDs	40%
Per bank	10 %
US Treasuries	80%
US Agencies & Instrumentalities	80%
Repurchase Agreements	50%
Flex for bond funds	100 %
Constant Dollar LGIP	80%
Ownership of the pool	10 %
Money Market Mutual Funds	75 %
Municipal and State Obligations	40 %
Issuer limitation	5 %
FDIC Brokered CDs	20 %
Commercial paper	25 %
Issuer limitation	10 %

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized broker/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase (Chapter 2256.017). However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to liquidate the security (Chapter 2256.021).

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Section Five: Collateral and Safekeeping**Time and Demand Bank Deposits Pledged Collateral**

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

To anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins at all times. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve the City will execute as an alternate an FRB Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage-backed securities passing the bank test, municipal securities rated A or better by two nationally recognized rating agencies and letters of credit, and a letter of credit issued by a Federal Home Loan Bank. A monthly report of collateral will be provided directly from the custodian.

¹ The Financial Institutions Resource and Recovery Enforcement Act (FIRREA) governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third-party safekeeping agent approved by the City under an executed SIFMA² Master Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the City.

Securities shall not be bought from the banking services bank in order to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third-party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Six: Investment Officer Designation

The City Council hereby designates the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized investment officers of the City and grants to them the authority to invest City funds as outlined herein. The City may further contract with a registered investment advisor to advise in the management of the City's portfolio. No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two investment officers.

The investment officers will establish written procedures for the operation of the investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics

²Security Industry and Financial Markets Association, formerly the Bond Market Association.
City of San Angelo Investment Policy

Commission.

Section Seven: Training

The Finance Director and all City officials designated herein as investment officers and their designated representatives within the parameters of this Policy shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two-year fiscal period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with the state law (Chapter 2256.023). Reports of investments should be prepared and presented at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained at least monthly from the trust department of the City's depository bank or other independent source as approved by the Oversight Committee.

On a quarterly basis the investment officer, or his designee, shall prepare a series of detail and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Nine: Investment Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adoption of a list of authorized qualified brokers and counterparties that have provided the required certification and are authorized to engage in investment

- transactions with the City,
- 3) Review of the list of authorized brokers at least annually, and
 - 4) Approval of the independent training provider as required in this Policy (Addendum A).

The Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Ten: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes (Chapter 2256.023). The review shall be conducted annually, and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the oversight Committee. [Chapter 2256.005(m)].

Section Eleven: Authorized Financial Institutions and Broker/Dealers

The Investment Officer and Adviser will maintain a list of financial institutions and broker/dealers authorized to do business with the City. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- 1) Proof of Financial Industry Regulatory Authority (FINRA) registration,
- 2) Proof of registration with the Texas State Securities Commission, and
- 3) Completed City questionnaire.

All authorized broker/dealers will be sent the Investment Policy and any changes made in the future.

In accordance with the Public Funds Investment Act [Chapter 2256.005(k)] a copy of the City's Investment Policy shall be presented to any pool in which the City participates. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counterparties is shown as Addendum B of this Policy and approved with adoption of this Policy.

Section Twelve: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and incorporated strategies have been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2024.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

Approved as to Content:

Tina Dierschke, Finance Director

Approved as to Form:

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training:

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Authorized Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Committee established by the Council. The City's investment advisor, Meeder Public Funds, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out for re-certification.

The broker/dealers certified by the City are:

Academy Securities	Oppenheimer
Bank of America/Merrill Lynch	Piper Sandler & Co
Barclays Capital Inc.	PNC Capital Markets LLC
Blaylock Van, LLC	Raymond James
BMO Capital Markets	RBC Securities
BNY Capital Markets	Rice Financial
BOK Financial	Robert W. Bird
Brean Capital	Santander US Capital Markets
Cantor Fitzgerald & Co.	Siebert Williams Shark
CastleOak Securities	Stephens Inc
D.A. Davidson	Stifel Nicolaus
Daiwa Capital Markets	StoneX Group Inc
FHN Financial	TD Securities
Goldman Sachs & Co.	TRUIST Securities Inc
Great Pacific	UBS Financial
Hilltop Securities	UMB Financial Services
Huntington Bank	Wells Fargo
InspereX	
Jefferies	
JPMorgan Securities	
Keybank Capital Markets	
Loop Capital Markets	
MarketAxess Corporation	
Mizuho Securities	
Moreton Capital Markets	
Morgan Stanley	
Multi-Bank Securities	

LAKE NASWORTHY - SAN ANGELO, TEXAS
INVESTMENT POLICY
2024

It is the policy of the City of San Angelo (the "City") to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the objectives of the City and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256 which requires the creation and annual adoption of a written investment policy. The City Council shall no less than annually review and adopt the Investment Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This investment policy applies solely to the financial assets applied to the maintenance and support of Lake Nasworthy, San Angelo, Texas.

Section Two: Investment Objectives and Standard of Care

The objective of the Lake Nasworthy portfolio is to produce a revenue stream which can be used in the maintenance of the Lake Nasworthy area. The principal is not intended to be used for operational purposes.

The objectives of this Investment Policy shall be in order of priority, safety, liquidity, diversification, and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they be from market, credit, or collateral risk. Investments shall not be made for speculative purposes. The portfolio shall be managed with the objective of obtaining a reasonable market yield in keeping with the capital appreciation and cash flow requirements of the fund.

The standard of prudence to be used by investment officers shall be the prudent person standard and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstance then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, if deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The investment strategy for Lake Nasworthy funds will focus on utilization of high credit quality, intermediate term securities which will generate a reasonable stream of income for the ongoing maintenance of the Lake. The principal of the fund is not expected to be used for any ongoing expenditures. The investment strategy is designed to generate a revenue stream and a low degree of volatility and market risk. Securities will be of a high quality, with short to intermediate term maturities chosen to hold their market value. The portfolio will use a range of maturities dependent on market conditions.

The City, or its designated investment advisors, will evaluate cash flow needs and the portfolio's position on a regular basis to determine ongoing market strategy. Market conditions and interest rate forecasts will determine portfolio structure. Securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio.

The portfolio will maintain a maximum weighted average maturity (WAM) of three (3) years and the maximum expected or stated maturity in the fund will be ten (10) years for any individual security. The benchmark for risk and performance on the portfolio will be the three-year Treasury Note for the comparable period in accordance with the anticipated WAM.

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act). Insofar as they meet this requirement, the City may invest in the following:

(1) Depository Certificates of Deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and:

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities or direct obligations of the State of Texas, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies, and instrumentalities not to exceed ten (10) years to their stated maturity date, to include mortgaged backed securities passing the bank test.

(3) Fully collateralized repurchase agreements including reverse repurchase agreements, having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Bond Market Association Master Repurchase Agreement, safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated

completion date of the project(s):

(4) Local government investment pools as defined by the Act, which strive to maintain a \$1 net asset value, as amended, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities, and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated maturity not to exceed three (3) years.

(7) FDIC insured *brokered* certificate of deposit securities from banks in any US state, delivered versus payment to the City's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

(9) AI/PI domestic commercial paper with a maximum maturity of two hundred-seventy (270) days.

Diversification

The Fund will strive for diversification in the portfolio by market sector and maturity to reduce market and credit risk exposures.

Delivery versus Payment

All security transactions (except for pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made by City authorized broker/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase (Chapter 2256.017). However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to

liquidate the security (Chapter 2256.021).

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

To anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and always maintaining the collateral and margins. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution, and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve, the City will execute the Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies, and instrumentalities, including mortgage-backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit, and a letter of credit issued by a Federal Home Loan Bank. A monthly report of collateral will be provided directly from the custodian.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third-party safekeeping agent approved by the City under an executed Bond Market Master

¹ The Financial Institutions Resource and Recovery Enforcement Act governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and always maintaining of collateral and margins.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the City.

Securities shall not be bought from the banking services bank to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third-party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Five: Investment Officer Designation

The City Council has designated the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized investment officers of the City and grants to them the authority to invest Lake Nasworthy funds as outlined herein. The City may further contract with a registered investment advisor to advise on the management of this portfolio.

No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two investment officers.

The investment officers will establish written procedures for the operation of the investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

Section Six: Training

All City officials designated herein as investment officers and their designated representatives within the parameters of this Policy shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two fiscal year period (beginning on the

first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Seven: Investment Activity Reporting

Reporting for investments will be made in accordance with state law. (Chapter 2256.023) Reports of investments should be issued at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained monthly from the trust department of the City's depository bank or other independent source as approved by the Oversight Committee.

On a quarterly basis the investment officer, or his designee, shall prepare a series of detail and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value; and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Eight: Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adopt the list of counterparties that have provided the required certification and are authorized to engage in investment transactions with the City,
- 3) Review of the list of authorized brokers at least annually, and
- 4) Approval of the independent training provider as required in this Policy.

The Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy

must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Nine: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes (Chapter 2256.023). The review shall be conducted annually, and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the oversight Committee. [(Chapter 2256.005(m))].

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized to do business with the City. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- 1) Proof of National Association of Securities Dealers certification,
- 2) Proof of registration with the Texas State Securities Commission, and,
- 3) Completed City questionnaire.

All authorized broker/dealers will be sent the Investment Policy and any changes made in the future.

In accordance with the Public Funds Investment Act [Chapter 2256.005(k)] a copy of the City's Investment Policy shall be presented to any pool in which Lake Nasworthy participates. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counterparties is shown as Addendum B of this Policy and approved with Council adoption of this Policy.

Section Eleven: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and its incorporated strategies has been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economic and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2024.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

Approved as to Content:

Approved as to Form:

Tina Dierschke, Finance Director

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training:

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Authorized Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Committee established by the Council. The City's investment advisor, Meeder Public Funds, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out for re-certification.

The broker/dealers certified by the City and Lake Nasworthy are:

Academy Securities	Oppenheimer
Bank of America/Merrill Lynch	Piper Sandler & Co
Barclays Capital Inc.	PNC Capital Markets LLC
Blaylock Van, LLC	Raymond James
BMO Capital Markets	RBC Securities
BNY Capital Markets	Rice Financial
BOK Financial	Robert W. Bird
Brean Capital	Santander US Capital Markets
Cantor Fitzgerald & Co.	Siebert Williams Shark
CastleOak Securities	Stephens Inc
D.A. Davidson	Stifel Nicolaus
Daiwa Capital Markets	StoneX Group Inc
FHN Financial	TD Securities
Goldman Sachs & Co.	TRUIST Securities Inc
Great Pacific	UBS Financial
Hilltop Securities	UMB Financial Services
Huntington Bank	Wells Fargo
InspereX	
Jefferies	
JPMorgan Securities	
Keybanc Capital Markets	
Loop Capital Markets	
MarketAxess Corporation	
Mizuho Securities	
Moreton Capital Markets	
Morgan Stanley	
Multi-Bank Securities	

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
INVESTMENT POLICY, STRATEGY AND BROKER/DEALER LIST
2024

It is the policy of the City of San Angelo Development Corporation (the "COSADC") to invest its funds in a manner which will provide the highest reasonable market return within security guidelines while meeting the demands of the COSADC and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256, which requires the creation and annual adoption of a written investment policy.

Section One: Scope

This investment policy applies to all the financial assets of the COSADC.

Section Two: Investment Objectives and Standard of Care

The objectives of the COSADC's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of the COSADC's investment program. Investment transactions shall seek to ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value. The portfolio shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by investment officers shall be the *prudent person standard* and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Section Three: Investment Strategy

The COSADC funds shall recognize cash flow needs and adopt a pro-active yet conservative portfolio strategy. The total portfolio will maintain a maximum weighted average maturity of two (2) years which is based on the cash requirements of the COSADC. The long-term nature of some projects of the COSADC will allow a maximum maturity of five (5) years.

The COSADC investment portfolio shall be diversified for safety and shall consist of a variety of securities and maturities. To meet Policy objectives, securities will be of the highest credit quality and marketability. The portfolio's objectives can be attained by utilization of high credit quality securities and a structure based on cash flow needs in the short and intermediate term.

It is the intent of the COSADC to hold purchased securities to maturity. However, under conditions defined and procedures approved by the Oversight Committee securities may be traded to capture capital gains and allow for reinvestment into the portfolio.

The investment officers, or designated investment advisors, will create a strategy to project the term for such investments and will invest based on market conditions, cash flow, and diversity in the portfolio.

Section Four: Authorized Investments

The COSADC fund shall invest only in those instruments authorized by the law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act) as further limited by this policy.

(1) Depository certificates of deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue.

(2) Obligations of the United States Government, its agencies and instrumentalities excluding mortgage-backed securities, not to exceed five (5) years to their stated maturity date.

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written repurchase agreement, with securities safe-kept with a third party selected or approved by the COSADC, and placed through a bank doing business in Texas or a primary government securities dealer.

(4) Local government investment pools which strive to maintain a \$1 net asset value and as defined by the Act, rated AAA, or its equivalent, as to investment quality by a nationally recognized credit rating agency. Investment in each pool must be specifically authorized by Resolution of the COSADC Board.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities, and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated maturity not to exceed five (5) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment to the COSADC's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured interest-bearing accounts of any bank doing business in Texas.

(9) A1/P1 domestic commercial paper with a maximum maturity of two-hundred seventy (270) days.

To provide diversification in the portfolio which reduces market and credit risk exposures, the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase although cash flows may change the percentages over time. Effort will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
Depository CDs	40 %
Per bank	10 %
US Treasuries	80 %
US Agencies & Instrumentalities	80 %
Repurchase Agreements	50 %
Constant Dollar LGIP	80 %
Ownership of the pool	10 %
Money Market Mutual Funds	75 %
Municipal and State Obligations	50 %
FDIC Brokered CDs	20 %
Commercial paper	20 %

Delivery versus Payment

All security transactions shall be purchased and settled "delivery versus payment". That is, the COSADC shall authorize release of its funds only after a purchased security has been received by its safekeeping agent.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from at least three authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made by COSADC authorized broker/dealers.

Loss of Rating

There is no requirement to liquidate investments that were authorized investments at the time of purchase. However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to liquidate the security.

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the COSADC based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the COSADC above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the City and the COSADC Director, within three days of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

Section Five: Collateral and Safekeeping

As a public *corporation* the COSADC is not authorized by FDIC regulations to be pledged collateral for bank deposits. As such, all time and demand deposits shall be kept below the FDIC insurance coverage in any one institution.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the COSADC. It will be held by an independent third-party safekeeping agent approved by the COSADC under an executed master repurchase agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the COSADC.

Securities shall not be bought from the banking services bank to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the City and COSADC Board and an agreement of the terms executed in writing. The third-party safekeeping institution shall issue original safekeeping receipts to the COSADC listing each specific security, rate, description, maturity, cusip, ownership, and other pertinent information.

Section Six: Investment Officer Designation

The COSADC Board hereby designates the City authorized investment officers and investment adviser as investment officers for COSADC and grants them the authority to invest COSADC funds as outlined herein on a non-discretionary basis.

No person may engage in an investment transaction except as provided under the terms of this Policy. Any disbursement of COSADC funds for the purchase of investment instruments must bear the signature of an investment officer.

The investment officers will establish and submit written procedures for the operation of the

COSADC investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the COSADC Board. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

Section Seven: Training

All officials designated as investment officers shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two-year fiscal period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider shall be an independent source approved by the City Investment Committee.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with state law. Reports on investments are to be prepared and presented at least quarterly to the COSADC Board. Market values shall be obtained at least monthly from an independent source.

On a quarterly basis the investment officer, or investment adviser, shall prepare a series of detail and management level reports signed by the investment officers in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with GAAP;
- 5) The change in market value; and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Section Nine: Audit

The COSADC independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes. The review shall be conducted annually, and the results of the review shall be reported to the COSADC Board. In addition, in conjunction with the annual audit the COSADC shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the Board.

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized

to do business with the COSADC. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- Proof of Financial Industry Regulatory Authority (FINRA) registration,
- Proof of registration with the Texas State Securities Commission, and
- Completed COSADC questionnaire.

In accordance with the Public Funds Investment Act, a copy of the COSADC's Investment Policy shall be presented to any pool with which COSADC has become a participant. The pool must execute a written certificate in a form acceptable to the COSADC that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the COSADC and the firm which are not authorized by the Policy.

The City Investment Committee will at least annually review, revise, and adopt a list of authorized brokers authorized to engage in investment transactions.

Section Eleven: Policy Adoption and Revisions

The COSADC Board will review the Investment Policy not less than annually and adopt a resolution stating that the Policy and incorporated strategies have been reviewed and including all changes to the Policy. This Policy may be amended only by action of the COSADC Board.

The COSADC Board and City Investment Oversight Committee are authorized to recommend revisions to the Policy to the COSADC Board whenever such revisions are necessary and prudent due to changes in State Law, the needs of the COSADC, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the COSADC Board before any changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2023

ADDENDUM A

Authorized Broker/Dealer List

The authorized broker/dealer list for City of San Angelo Development Corporation is shown below. Each of these firms, and the individual covering the account, are sent the current COSADC Investment Policy.

The Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the Board. Meeder Public Funds maintains the brokerage compliance files for the COSADC.

When any material changes are made to the Investment Policy the new Policy is sent out to all broker/dealers.

The broker/dealers for the City of San Angelo Development Corporation are:

Academy Securities	Oppenheimer
Bank of America/Merrill Lynch	Piper Sandler & Co
Barclays Capital Inc.	PNC Capital Markets LLC
Blaylock Van, LLC	Raymond James
BMO Capital Markets	RBC Securities
BNY Capital Markets	Rice Financial
BOK Financial	Robert W. Bird
Brean Capital	Santander US Capital Markets
Cantor Fitzgerald & Co.	Siebert Williams Shark
CastleOak Securities	Stephens Inc
D.A. Davidson	Stifel Nicolaus
Daiwa Capital Markets	StoneX Group Inc
FHN Financial	TD Securities
Goldman Sachs & Co.	TRUIST Securities Inc
Great Pacific	UBS Financial
Hilltop Securities	UMB Financial Services
Huntington Bank	Wells Fargo
InspereX	
Jefferies	
JPMorgan Securities	
Keybank Capital Markets	
Loop Capital Markets	
MarketAxess Corporation	
Mizuho Securities	
Moreton Capital Markets	
Morgan Stanley	
Multi-Bank Securities	

RESOLUTION # _____

**A RESOLUTION ADOPTING THE DEVELOPMENT CORPORATION INVESTMENT POLICY,
INVESTMENT STRATEGY AND AUTHORIZED BROKER/DEALERS**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the Development Corporation to adopt an investment policy and investment strategy by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the Board to review and adopt that investment policy and investment strategy by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires that the Corporation annually review, revise and adopt a list of qualified broker/dealers authorized to engage in investment transactions with the Corporation, and

WHEREAS, the Corporation Board has reviewed the Investment Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Addendum A	Added Barclays Capital Inc., Blaylock Van LLC, Daiwa Capital Markets, PNC Capital Markets LLC, Robert W. Bird, Santander US Capital Markets and TRUIST Securities Inc.
Addendum A	Removed Amherst Pierpoint Securities and FNC.

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

That the Corporation has complied with the requirements of the Public Funds Investment Act and the Investment Policy and adopts the Investment Policy and Investment Strategy, with the list of broker/dealers, as the Investment Policy and Strategy of the Corporation effective the date of this resolution.

ADOPTED this the 16th day of January 2024.

CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

RESOLUTION # _____

**A RESOLUTION ADOPTING THE CITY OF SAN ANGELO
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed the City Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Section (5)	Added FHLB letter of credit as permissible for collateral for bank deposits; this is allowable under the Texas Public Funds Collateral Act, Texas government code 2257.001
Addendum B	Added Barclays Capital Inc., Blaylock Van LLC, Daiwa Capital Markets, PNC Capital Markets LLC, Robert W. Bird, Santander US Capital Markets and TRUIST Securities Inc.
Addendum B	Removed Amherst Pierpoint Securities and FNC.

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

That the City has complied with the requirements of the Public Funds Investment Act and the City's Investment Policy and adopts the Investment Policy and Investment Strategy, with the changes as shown, as the Investment Policy and Strategy of the City effective the date of this resolution.

ADOPTED this the 16th day of January 2024.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

RESOLUTION # _____

**A RESOLUTION ADOPTING THE LAKE NASWORTHY
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed the Lake Nasworthy Investment Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Section (4)	Added FHLB letter of credit as permissible for collateral for bank deposits; this is allowable under the Texas Public Funds Collateral Act, Texas government code 2257.001
Addendum A	Added Barclays Capital Inc., Blaylock Van LLC, Daiwa Capital Markets, PNC Capital Markets LLC, Robert W. Bird, Santander US Capital Markets and TRUIST Securities Inc.
Addendum A	Removed Amherst Pierpoint Securities and FNC.

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

That the City has complied with the requirements of the Public Funds Investment Act and the City's Investment Policy and adopts the Investment Policy and Investment Strategy, with the changes as shown, as the Investment Policy and Strategy of Lake Nasworthy effective the date of this resolution.

ADOPTED this the 16th day of January 2024.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 16, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The owner wants to expand their storage capability for oil field maintenance supplies. Presently, they have a large tank and product storage. Their existing capabilities are covered under their existing zoning. However, if they want to expand product storage, they would have to rezone to Light Manufacturing. In working with the local management staff, they suggested now was the time to change their existing zoning to address any future growth while it would not affect their existing operation.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

Staff recommends APPROVAL of the rezoning from Heavy Commercial to Light Manufacturing. The Planning Commission voted 7-0 on November 20, 2023 in favor of the zone change. The City Council voted 7-0 to approve December 19th, 2023

Attachments:

- | | |
|---|---|
| 1. Z23-15 1182 Gas Plant Rd. Staff Report | Z23-15 1182 Gas Plant Rd. Staff Report.docx |
| 2. Zoning Ordinance Z23-15 | [http][v][Zoning Ordinance Z23-15] (6).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

PLANNING COMMISSION – November 20, 2023**STAFF REPORT***City Council First Reading November 21, 2023**City Council Second Reading December 5, 2023*

APPLICATION TYPE:		CASE:	
Rezoning		1182 E Gas Plant Rd.	
SYNOPSIS:			
The applicant's representative has submitted a zone changed to go from Heavy Commercial (CH) to Light Manufacturing (ML) 1182 Gas Plant Rd. The owner wants to expand their storage capability for oil field maintenance supplies. Presently they have a large Tank and product storage. Their existing capabilities are covered under their existing zoning. However, if they want to expand product storage, they would have to rezone to Light Manufacturing In working with the local management staff suggested now was the time to change their existing zoning to address any future growth while it would not affect their existing operation.			
LOCATION:		LEGAL DESCRIPTION:	
East of the intersection of Christoval Rd. and E. Gas Plant Rd..		Abstract: A-0157 S-0167 SURVEY: WM Etzel	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #1 – Tommy Hiebert Neighborhood: Glenmore	CH	Transitional	10.257 acres
THOROUGHFARE PLAN:			
Local Road 50 ft. of r-o-w 22 ft. of pavement			
NOTIFICATIONS			
32 notices were mailed out. None have been received either for or against at this time.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from Heavy Commercial to Light Manufacturing.			
PROPERTY OWNER/PETITIONER:			
Owner: Allens Transport USA Inc. Allen Fandrick Local Contact: Chad			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Information:

This property is in the industrial area of town. Gas plant Road gets a lot of large truck traffic and has historically done so. The proposed change to Light Manufacturing is more in keeping with the intended uses of the area. Both Light Manufacturing (ML) and Heavy Manufacturing (MH) are adjacent to this property to the east. The Heavy Commercial that the property is presently zoned comes very close to not allowing the large storage of supplies and materials that the present company may want to move into. Having already gained the Light Manufacturing zoning just makes any future moves more accommodating.

9 notices were mailed out. We have received 0 in favor and 0 against, currently.

Planning Commission evaluation of appropriateness.

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*
The property proposed to be rezoned is in the Heavy Commercial (CH) zoning district. The Comprehensive Plan has the area as "Transitional," Rezoning to Light Manufacturing (LM) is in keeping with the "Transitional" Land Use designation in the City's Comprehensive Plan, updated in 2009.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* As proposed, the lot will meet the requirements for Light Manufacturing zoning.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The rezoning is generally compatible with the surrounding area as outlined in the Comprehensive Plan mentioned above. If rezoned, the lot will be adjacent to Light Manufacturing (ML) zoning to the east and Heavy Manufacturing across the street. There is Ranch and Estate zoning to the south, but that is separated by a street and the applicant has a fence buffer.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant wants to develop a medium to large service center that has the ability to grow. This zoning change will allow that.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Staff does not anticipate any adverse environmental affects at this time. A review of drainage, grading, and stormwater will be conducted by Engineering Services to address any environmental issues when the property requires replatting.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a need for this type of product and service centers in San Angelo.

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.* This buildout would provide additional commercial traffic in an area that is just starting to develop more commercial/industrial services.

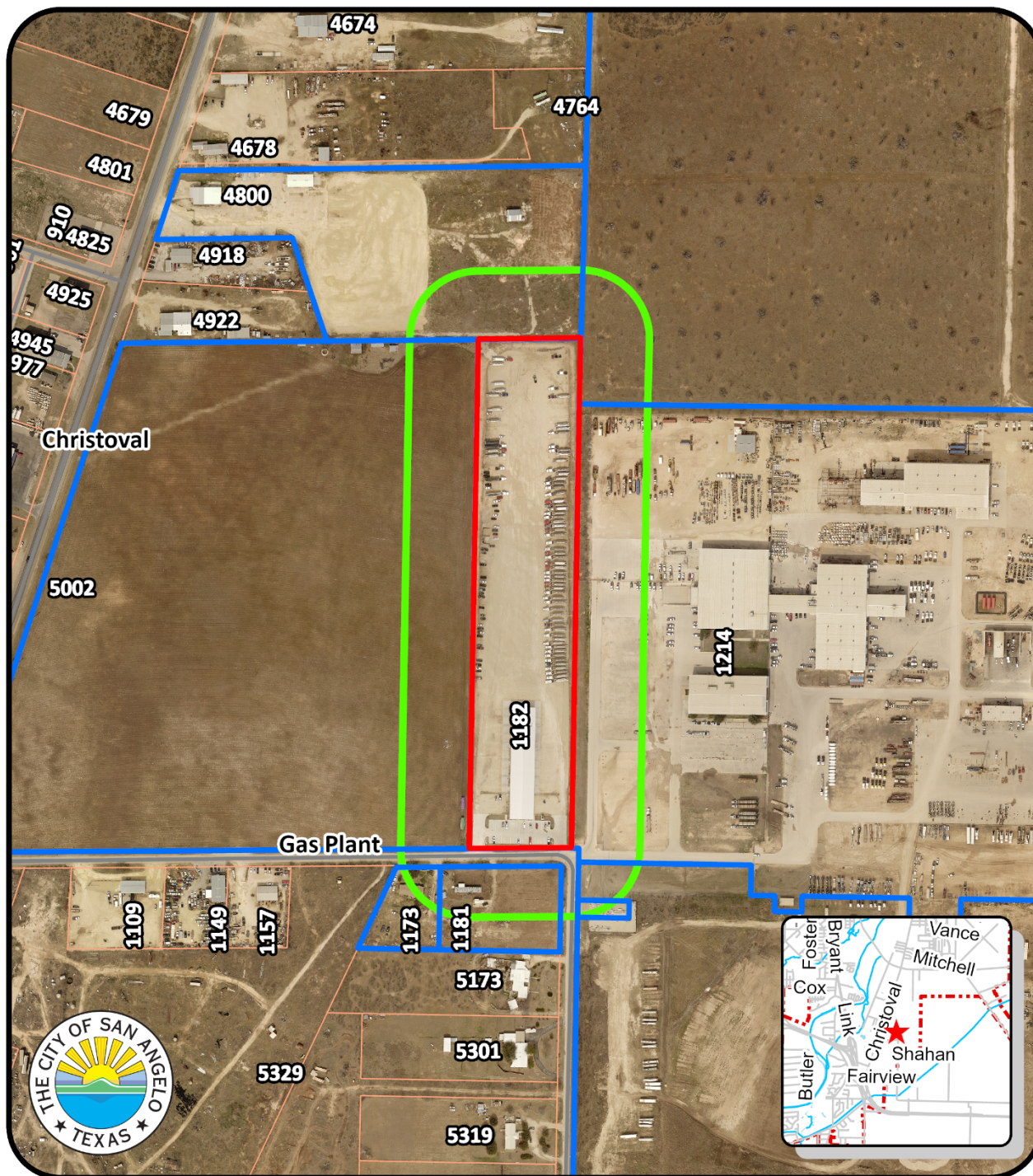
Recommendation:

Staff recommends APPROVAL of the rezoning request.

Attachments:

Aerial Map
Final Plat

Notification Map



200' Notification Map Z23-15: 1182 E Gas Plant Road

Council District: #1 Tommy Hiebert
Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.09 0.14 0.18 Miles

Subject Properties:



200' Buffer:



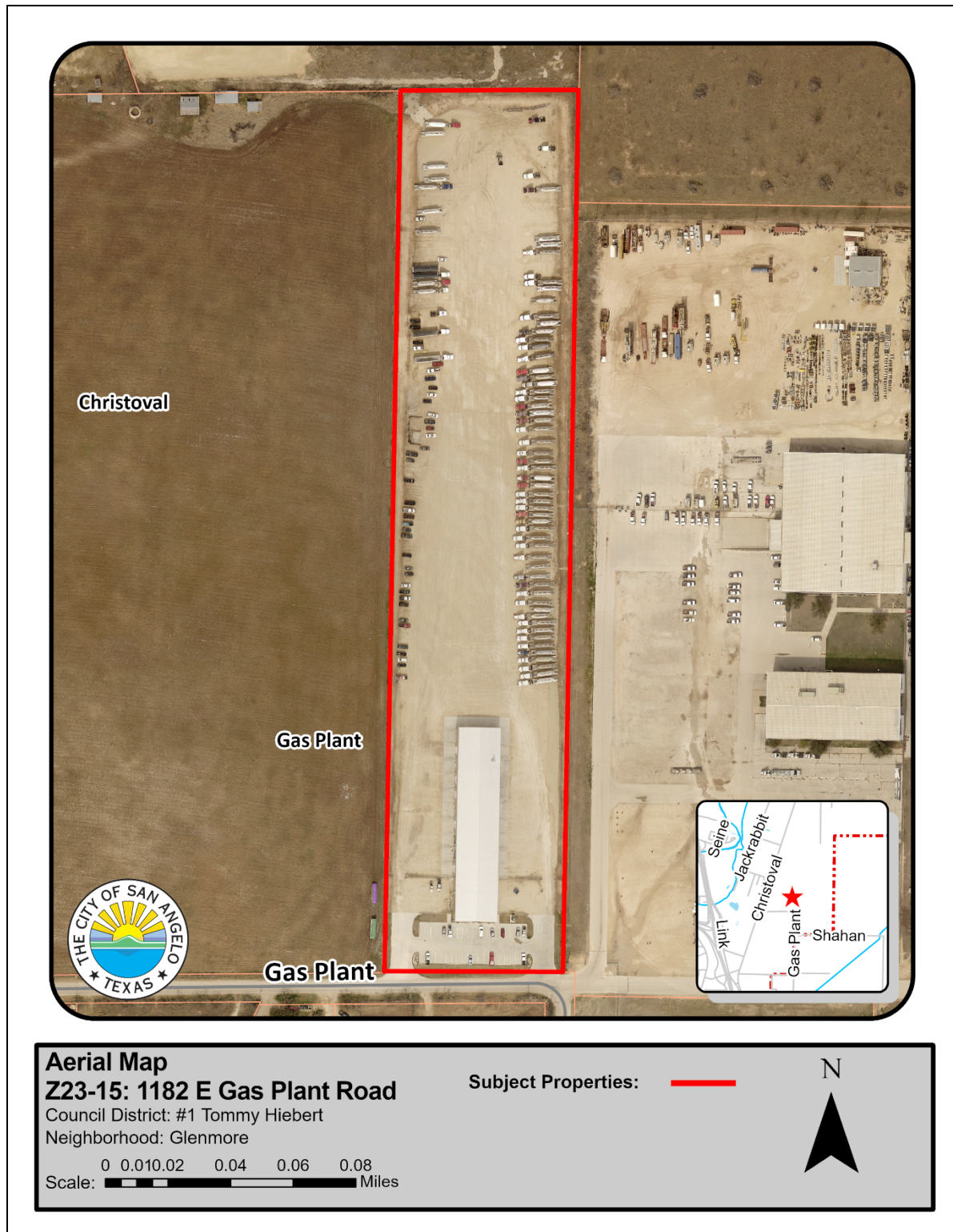
Notified Properties:



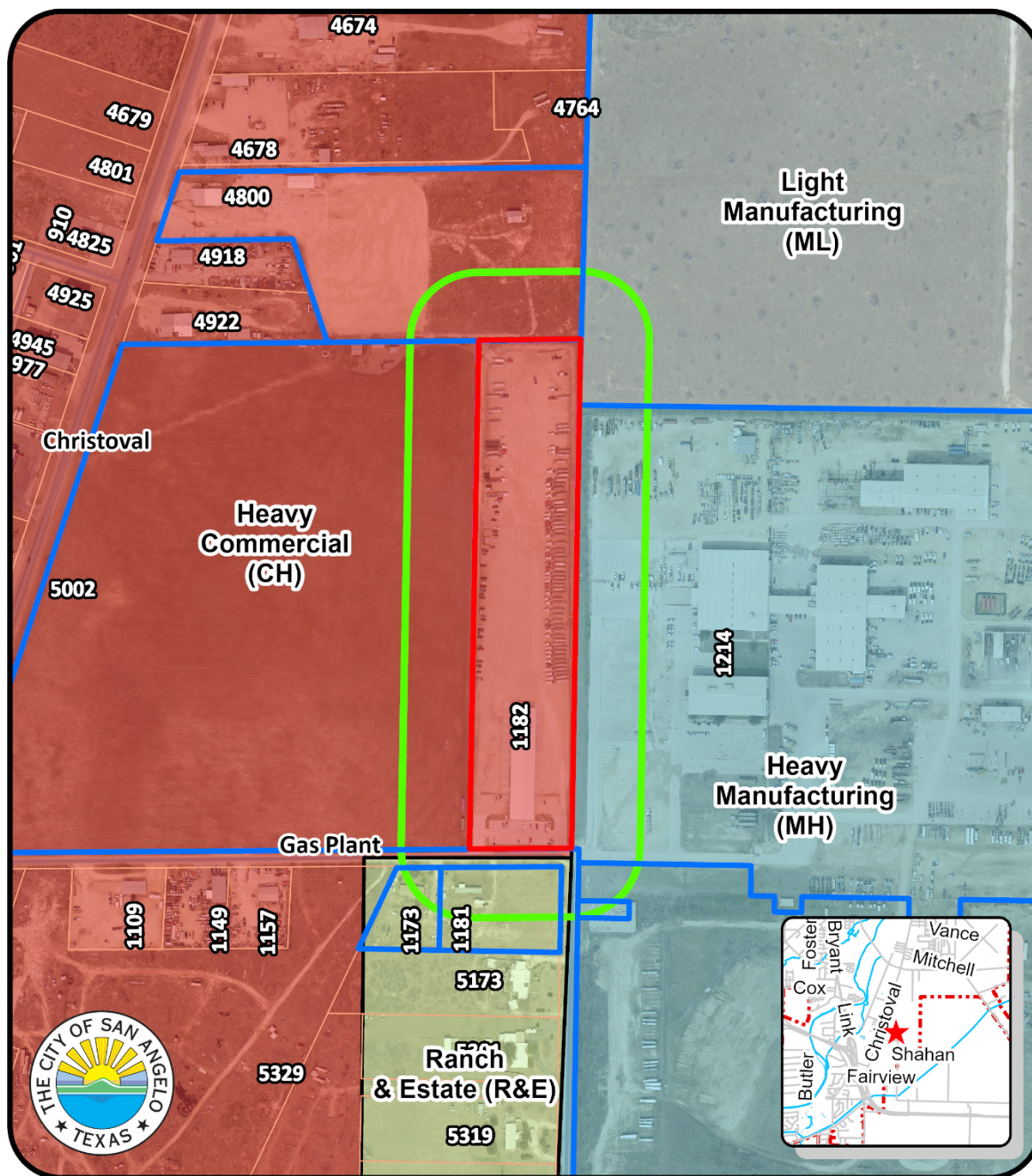
N



Aerial Map



Zoning Map



Zoning Map

Z23-15: 1182 E Gas Plant Road

Council District: #1 Tommy Hiebert

Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.09 0.14 0.18 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —

N



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 10.257 ACRES LOCATED AT 1182 E. GAS PLANT ROAD (ABSTRACT: A-0157 S- 0167 SURVEY: WM ETZEL)**; FROM HEAVY COMMERCIAL ZONING DISTRICT (CH) TO LIGHT MANUFACTURING (ML) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-15: 1182 Gas Plant Road

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

WHEREAS, on the 19th day of December 2023, City Council held a public hearing on Z23-15, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned LIGHT MANUFACTURING (ML) ZONING DISTRICT:

The real property generally located Being Abstract: A-0157 S-0167 SURVEY: WM Etzel approximately 10.257 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development

Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

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

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

INTRODUCED on the **19th day of December 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **16th day of January, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

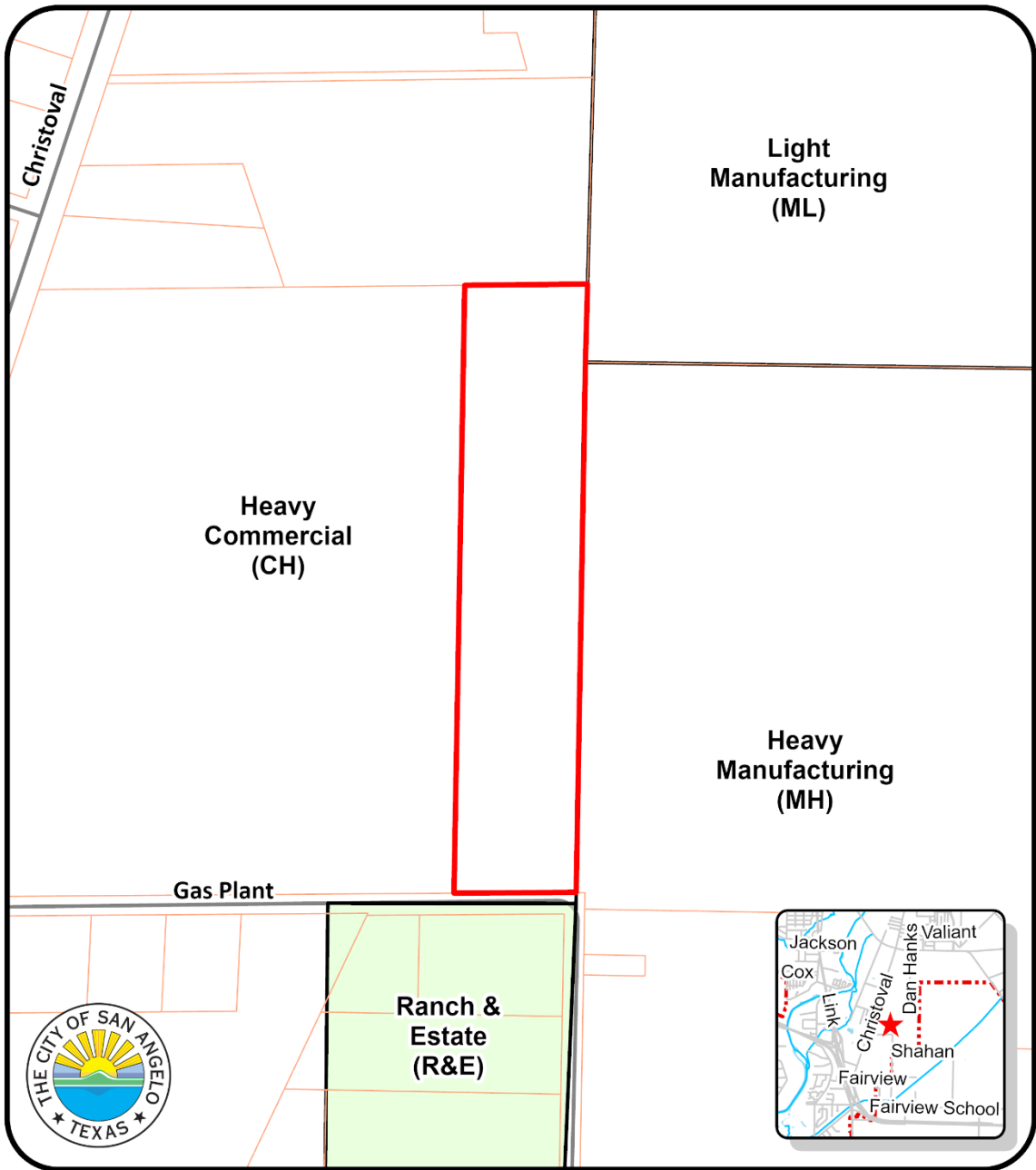
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



B&W Zoning Map
Z23-15: 1182 E Gas Plant Road
 Council District: #1 Tommy Hiebert
 Neighborhood: Glenmore

Subject Properties: —

Scale: 0 0.020.04 0.07 0.11 0.14 Miles

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for capital projects (Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

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

- Street rehabilitation projects (A&M and North Chadbourne resurfacing)

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Short-term Debt			\$0.00

Financial Impact:

The numbers above are net benefit/(cost); see Exhibit A of the ordinance for additional details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | 2023 12.19 Ordinance | 2023 12.19 Ordinance.docx |
| 2. | BA Memo - Short Term Debt | BA Memo - Short Term Debt.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle
Tina Dierschke
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, FOR CAPITAL ITEMS.

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

WHEREAS, the resources necessary for these changes are available.

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

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

INTRODUCED with public hearing on the 19th of December 2023, and finally PASSED on this 16th day of January 2023.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
Short-term debt	1,875,000	1,875,000	-
	\$ 1,875,000	\$ 1,875,000	\$ -

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Street rehabilitation projects	2023B Short-term Tax Note Proceeds	1,875,000	1,875,000	-
		\$ 1,875,000	\$ 1,875,000	\$ -

Memo

To: Tina Dierschke, Finance Director
From: Kimberly Holle, Budget Manager
Date: 12/05/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Street rehabilitation projects: A&M and North Chadbourne resurfacing

Source of Funding:

Short-term Debt issue

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

Debt was approved by the City Council at the 9/19/23

Project/Budget to be amended	Revenue	Expense
Short-term Debt issue	1,875,000	
Issue Cost		46,375
Street projects		1,828,625

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Consider a resolution of support for the proposed development of the Bergman Heights Senior Affordable Housing located at SEQ Petro Dr. and Ben Ficklin Rd. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for KCG Bergman Heights, LP (Presentation made by Neighborhood and Family Services Director Bob Salas and CJ Linter)

Staff Recommendation:

Adopt

Summary/History:

KCG Bergman Heights, LP is proposing to develop senior affordable housing located at SEQ Petro Dr and Ben Ficklin Rd. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program. It intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for the proposed Bergman Heights apartments. Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multifamily rental construction projects through a competitive selection process. A resolution of support from the city helps projects score higher in the state's scoring process.

Funding Source(s):

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

Staff recommends approval of resolutions of general support for LIHTC project.

Attachments:

1. Draft ROS - Bergman Heights (San Angelo TX) Draft ROS - Bergman Heights (San Angelo TX).docx

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas
Bob Salas
Theresa James
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED BERGMAN HEIGHTS AND CONFIRMING
THAT UPON SUCCESSFUL AWARD OF 2024 COMPETITIVE 9% HOUSING TAX CREDITS,
THE CITY WILL REDUCE FEES**

WHEREAS, KCG Bergman Heights, LP has proposed a development for affordable rental housing at SEQ Petro Drive and Ben Ficklin Road, San Angelo, TX 76903, named Bergman Heights in the City of San Angelo, County of Tom Green, and

WHEREAS, KCG Bergman Heights, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Bergman Heights and

WHEREAS, the City Council of the City of San Angelo finds there is a need for such affordable housing for citizens within the boundaries of the City of San Angelo.

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

Section 1. The City of San Angelo, acting through its governing body, hereby confirms that it supports the proposed Bergman Heights, located at SEQ Petro Drive and Ben Ficklin Road, San Angelo, TX 76903, and that this formal action has been taken to put on record the opinion expressed by the City on the of January 16, 2024.

Section 2. The City Council hereby confirms that upon successful award of the 2024 Competitive 9% Housing Tax Credit, the City of San Angelo will provide a reduced fee for the benefit of the Bergman Heights development in the amount of \$500.00.

Section 3. For and on behalf of the Governing Body, Heather Stastny, City Clerk, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED on January 16, 2024.

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved as to form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Discussion and direction related to the Community Accessibility and Connectivity Project (CACP) Grant award and related projects (Presentation made by Operations Director Patrick Frerich)

Staff Recommendation:

Direction from Council

Summary/History:

On October 26, 2023, the Texas Department of Transportation (TxDOT) awarded the City of San Angelo a Transportation Alternatives Set Aside Grant for \$18,875,004. The awarded project encompasses a 13.7-mile-long pedestrian loop that connects several amenities around San Angelo. As part of the grant, the City is required to match 20%, or approximately \$4.7 million, for a total project cost of \$23.4 million.

The project is coined the Community Accessibility and Connectivity Project (CACP) and will provide a fully connected and accessible path that connects several neighborhoods to downtown, medical facilities, schools, parks, shopping centers, restaurants, grocery stores, and higher education facilities. The terms of the grant allow funds to be used solely on pedestrian and bicycle amenities. However, the CACP will run parallel to several street rehabilitation projects already planned for construction, such as Downtown Chadbourne Street, 29th/Edmund/Glenna, Avenue N, and Johnson Street.

Funding Source(s):

Financial Impact:

The City is required to provide a local match of \$4,718,751.

Other Information/Recommendation:

Staff seeks direction from Council regarding the CACP and related projects.

Attachments:

1. CACP Project Map CACP Project Map.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

Patrick Frerich

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

San Angelo Community and Accessibility Connectivity Project (CACP)

Legend

- Proposed Sidewalk
- Proposed Shared Use Path and Pedestrian Lighting Improvements
- Proposed Sidewalk and Pedestrian Lighting Improvements
- Proposed Pedestrian Signal (Rectangular Rapid Flashing Beacon/ Pedestrian Hybrid Beacon)

Project Information:

Project Description:

- 11.4 miles of 5-foot sidewalk
- 2.3 miles of 10-foot sidewalk
- 5 pedestrian signals
- 17 traffic signal improvements

Grant Program:
TxDOT's Transportation Alternatives Set-Aside (TA) (2023 Call for Projects)

Awarded Funding:
\$18,875,004

City Match Required:
\$4,718,751



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Discussion and review of Chapter 8, Article 8.10 - Parking Vehicles on Unimproved Surface of the Code of Ordinances (Presentation made by Neighborhood and Family Services Director Bob Salas)

Staff Recommendation:

Direction from Council

Summary/History:

In accordance with Chapter 8, Article 8.10, parking on yards is generally prohibited except as allowed specifically below:

- (1) On an improved surface; or
- (2) In an area screened from public view by a solidly opaque privacy fence or wall at least six feet in height and which otherwise conforms to height limitations prescribed by the zoning ordinance of the city.

In addition to the two exceptions above, the ordinance provides other exceptions to the prohibition. The ordinance outlines those exceptions:

- (1) RVs, trailers/semi-trailers used for recreational purposes, when excepted from parking prohibitions under [section 10.04.065](#);
- (2) Parking in the **rear yard**, so long as the rear boundary of said lot is not adjacent to a street right-of-way;
- (3) When the street is **36 feet or less** in width;
- (4) Vehicles with a valid **handicapped license** plate or mirror hanger;
- (5) Vehicles placed perpendicular to the street and within the boundaries created by the extension of the edges of the existing curb cut leading to the garage and/or carport structure;
- (6) Residences **without a garage or carport** so long as the vehicle is placed perpendicular to the street and within the boundaries created by the extension of the edges of the existing curb cut; and
- (7) Streets **without a curb cut**, so long as the vehicle is placed perpendicular to the street and on **either side** of the residence.

Funding Source(s):

Financial Impact:

No financial impact.

Other Information/Recommendation:

Attachments:

1. Article 8.10 - Parking on unimproved surfaces Article 8.10 - Parking on unimproved surfaces.pdf

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas

Theresa James

Heather Stastny

Created/Initiated

Approved

Final Approval

ARTICLE 8.10 - PARKING VEHICLES ON UNIMPROVED SURFACES

Sec. 8.10.001 - Definitions

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Fence or wall, privacy. A fence or wall made of wood, masonry or metal, permanently constructed of products commercially sold as fence materials, and which provides a solidly opaque barrier.

Improved surface. Asphalt, concrete, paving brick or an acceptable all-weather surface of compacted gravel, caliche or crushed rock, as follows:

- (1) Hot mix asphaltic concrete having minimum thickness of one and one-quarter inches, over a four-inch stabilized base consisting of compacted crushed stone, cement-treated base, or soil cement base;
- (2) Two-course penetration surface composed of two layers of crushed stone and asphalt;
- (3) Reinforced concrete having a minimum thickness of five inches;
- (4) Interlocking concrete paving stones at least two inches thick on a base consisting of a layer of bedding sand over a minimum four inches of compacted crushed stone, cement-treated base, or soil cement base; or
- (5) Compacted gravel, caliche or crushed rock having a minimum depth of six inches.

Lot. A tract or parcel of land potentially suitable for building purposes and legally transferable as a single unit of land. For the purposes of this article, a lot may or may not coincide with a lot shown on a recorded subdivision plat.

Residential district. A residential zoning district according to the zoning ordinance of the city.

Vehicle. Shall include but not be limited to automobiles, trucks, trailers, semi-trailers, recreational vehicles, travel trailers, boats or other watercraft, and motorcycles (not including bicycles and tricycles that are not motor-propelled).

Yard. An open, unoccupied space on the surface of a lot or tract of land, that is unobstructed from the ground to the sky.

Yard, front. All that space on the surface of a lot, located between the street right-of-way line and the apparent front line of the principal building on that lot, extending across the full width of the lot. The depth of such yard shall include the entire area between said street right-of-way line and the most remote point on an exterior wall of the apparent front face of that principal building.

Yard, rear. All that space on the surface of a lot, located between the rear line (opposite the apparent front line) of the principal building on that lot and the most proximate and nearly parallel property boundary (that being the rear boundary) on that same lot, extending across the full width of the lot. The depth of such yard shall include the entire area between said rear boundary and the most remote point on an exterior wall of the rear face of that principal building.

Yard, side. All that space on the surface of a lot, adjoining the sides of the principal building on that lot and located between the front and side yards.

(Ordinance adopted 7-17-12)

Sec. 8.10.002 - Parking prohibited

- (a) The act or failure to act described in subsection (b) shall constitute a nuisance and is therefore prohibited and unlawful.
- (b) Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot (other than a municipal park or recreation area) in a residential district, except as allowed specifically below:
 - (1) On an improved surface; or
 - (2) In an area screened from public view by a solidly opaque privacy fence or wall at least six feet in height and which otherwise conforms to height limitations prescribed by the zoning ordinance of the city.

(Ordinance adopted 7-17-12)

Sec. 8.10.003 - Additional exceptions

The prohibitions of this article shall also not apply to:

- (1) Parking of trailers and semi-trailers used for recreational or homeowner utility purposes and recreational vehicles, when excepted from parking prohibitions under section 10.04.065;
- (2) Parking, placing, depositing, leaving or permitting to remain any vehicle in the rear yard of any lot in a residential district, so long as the rear boundary of said lot is not adjacent to a street right-of-way;
- (3) Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot in a residential district, so long as said lot has access only to street(s) having an improved surface 36 feet or less in width;
- (4) Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot in a residential district, so long as such vehicle has a valid handicapped license plate or mirror hanger;
- (5)

Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot in a residential district without a driveway so long as the vehicle is placed perpendicular to the street and within the boundaries created by the extension of the edges of the existing curb cut leading to the garage and/or carport structure;

- (6) Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot in a residential district without a garage or carport so long as the vehicle is placed perpendicular to the street and within the boundaries created by the extension of the edges of the existing curb cut; and
- (7) Parking, placing, depositing, leaving or permitting to remain any vehicle in the yard of any lot in a residential district without a curb cut, so long as the vehicle is placed perpendicular to the street and on either side of the residence.

(Ordinance adopted 7-17-12)

Sec. 8.10.004 - Defenses

It is a defense to prosecution under section 8.10.002 that the vehicle unlawfully parked, placed, deposited, left or permitted to remain is registered to a person residing on the lot where the offense occurs, but such real property is rented or leased from another person, firm or corporation, in which case only the registered vehicle owner(s) shall be subject to prosecution, not the real property owner.

(Ordinance adopted 7-17-12)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Discussion and review of Chapter 1, Article 1.09, Division 3 - Uniform Tax Abatement Policy of the Code of Ordinances (Presentation made by Interim Economic Development Director Michael Dane)

Staff Recommendation:

Direction from Council

Summary/History:

Staff has been approached by a company in an electrical utility field which is not currently included in the list of approved activities according to the City's current Tax Abatement Policy (attached). Staff is recommending that the list be revised to more closely match those approved by both Tom Green County and also the State Economic Development Act. The current City Ordinance also make reference to SIC codes which have been replaced by North American Industrial Classification Codes (NAICS).

The current ordinance is as follows:

(4)The real property owner or its lessee is engaged in one or more of the following activities:
(A)"Manufacturing," as defined by the Standard Industrial Classification (SIC), series 2000 and 3000.
(B)"Regional distribution facilities," as defined by SIC Code series 4200, and as further defined by SIC Code 4200, and as further defined by serving areas outside the San Angelo Metropolitan Statistical Area (MSA).
(C)"Data processing services," as defined by SIC Code series 4800 or SIC Code series 7300.
(D)"Telecommunications services," as defined by SIC Code series 4800 or SIC Code series 7300.
(E)"Renovation or restoration" of any commercial building located in a district established by ordinance by the city council as an historic, cultural, heritage, or conservation district, if the value added to the ad valorem tax base is certified by the director of the county appraisal district to be equal to, or greater than, \$30,000.00. Tax abatement will be available for rental residential buildings. Abatement is not available for homes or apartments occupied by their owners. Building enlargement costs do not qualify.(F)"Corporate offices" of eligible businesses and other businesses, including retail establishments, not necessarily listed in the SIC series in subsections (A), (B), (C), and (D) above, as the job and capital criteria are met for the corporate office location.

The State Act allows for the following types of businesses:

NAICS Sector # Description

111 Crop Production

112 Animal Production

113 Forestry and Logging

11411 Commercial Fishing
 115 Support Activities for Agriculture and Forestry
 211-213 Mining
 221 Utilities
 311-339 Manufacturing
 42 Wholesale Trade
 48-49 Transportation and Warehousing
 51 (excluding 512131 and 512132) Information (excluding motion picture theaters and drive-in motion picture theaters)
 523-525 Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
 5413, 5415, 5416, 5417, and 5419 Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
 551 Management of Companies and Enterprises
 56142 Telephone Call Centers
 922140 Correctional Institutions; or a job that is included in North American Industry Classification System (NAICS) sector number 928110, National Security, for the corresponding index entries for Armed Forces, Army, Navy, Air Force, Marine Corps, and Military Bases.

The Tom Green County eligible businesses are as follows:

Aquaculture/Agriculture Facility,
 Distribution Center Facility,
 Manufacturing Facility,
 Office Building,
 Regional Entertainment/Tourism Facility,
 Research Facility,
 Regional Service Facility,
 Historic Building in designated area,
 Renewable Energy Facility, or
 Other Basic Industry

Per the current ordinance following are the percentages of abatement based on either total capital investment or number of jobs to be created::

Percent of Created Value to be Abated

Capital	Cost of the Project*	or	Permanent Jobs**
0%	\$0—\$249,999		0—4
20%	\$250,000—\$500,000		5
30%	\$500,001—\$750,000		10
40%	\$750,001—\$1,000,000		15
50%	\$1,000,001—\$2,500,000		20
60%	\$2,500,001—\$5,000,000		25
75%	Over \$5,000,000		30

Staff recommends considering setting a not-to-exceed percentage to be determined at the sole discretion of Council.

Funding Source(s):

Financial Impact:

No impact at this time.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Michael Dane	Approved
Theresa James	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, Animal Services

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

Discussion and review on Animal Services and challenges faced by San Angelo and other cities throughout the state/country (Presentation made by Neighborhood and Family Services Assistant Director Morgan Chegwiddden)

Staff Recommendation:

Direction from Council

Summary/History:

National challenges are largely related to domestic canines, as cat programming serves that species well. Previously, "easy to move" categories, such as purebreds and puppies, languished in both public and private shelters, creating a bottleneck with increased lengths of stay. American shelters are carrying 245,000 more animals this year than last year. One shelter reports the average length of stay increased from 15-18 days to 28-30 days. With an average intake increase of 5% and adoptions down by 1.2%, many shelters are making space-based euthanasia decisions for the first time in years.

San Angelo faces some of the same challenges with decreased adoptions/transfers (32% fewer than the prior year). Pressures on owners such as economic (inflation for dog food is 16% more than last year), restrictive housing (prohibited size, breed), managed owner surrenders to animal services, and policy restricting capacity contribute to more dogs at large and more dogs being abandoned at the shelter (34 last quarter). Local ordinances set an optimal standard for pet ownership, but families are not operating in ideal circumstances and need resources to house dogs.

For fiscal year 2022-23, Animal Services impounded 2,901 animals (28% less than the prior year), 1,491 of which were dogs (38% less than the prior year) but walk-in traffic, workload, and demands for service maintained. 49.8% of all animals were adopted or transferred (or 1,476 animals - 32% fewer than the prior year), 40.9% were returned to owner or wildlife released (or 1,213 animals - 10% fewer than the prior year) and 9.3% were euthanized or died in custody (or 275 animals). Deaths decreased 55% from 614 to 275 animals. 90.7% of animals were released alive, but the climate wasn't celebratory.

An increased need for field services was identified and communicated for funding. Animal Services Officers responded to 6,111 cases in FY23 and investigated 264 animal-to-person bites, up 56% from the prior year. Additionally, staffing is needed to manage this workload and prevent further increases.

Funding facility improvements ensures continued efforts, but shortfalls have been identified, including (1)

preparing a temporary facility to house displaced animals and (2) staffing animal care at two locations. Although originally planned to proceed in November 2023, complex engineering needs prompted a new timeline to break ground this summer.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends a three-prong approach to support these challenges.

- 1. Adopt legislation encouraging pet-friendly housing. Landlords should lift breed and weight restrictions, allowing families to stay together, decreasing owners re-homing their pets, and preventing households from releasing their pets to the neighborhood at large.
- 2. Incentivize community support to increase local adoptions, particularly marketing to young adults.
- 3. Funding (1) additional animal services officers, (2) four part-time temporary shelter workers during construction project, (3) preparation of temporary animal housing, and (4) free microchips to residents of target neighborhoods.

Attachments:

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Heather Stastny
Morgan Chegwidden
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 16, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z23-17 to rezone properties from Single-Family Residential zoning district to Two-Family Residential zoning district, located at 1212, 1210 & 1208 Roosevelt St. (Presentation made by Planning and Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

At their December 18, 2023, meeting, the Planning Commission voted 5-0 (unanimously) to recommend approval of the request. The subject property has 3 platted lots which are large enough for two family structures. To the west is a large undeveloped area of low-rise multifamily (RM-1) which does allow structures from single family, two family, and zero-lot line housing to be built. Additionally, south of Roosevelt is an established RM-1 zoning district with multifamily housing. To the north and east are traditional single family (RS-1) districts. Having two family (RS-2) is a good transition for those lots adjacent to the RS-1 zoning district.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

The Planning Commission voted at their December 18, 2023, Regular Meeting, 5-0 (unanimously) to recommend approval of the rezoning request for the 1212, 1210, 1208 Roosevelt property. The City Staff recommends approval of the request to rezone to RS-2 from RS-1.

Attachments:

- | | | |
|----|------------------------------------|--|
| 1. | Z23-17 1212 Roosevelt Staff Report | [http://v][Z23-17 1212 Roosevelt Staff R] (1).docx |
| 2. | Zoning Ordinance Z23-17 (2) | Zoning Ordinance Z23-17 (2).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

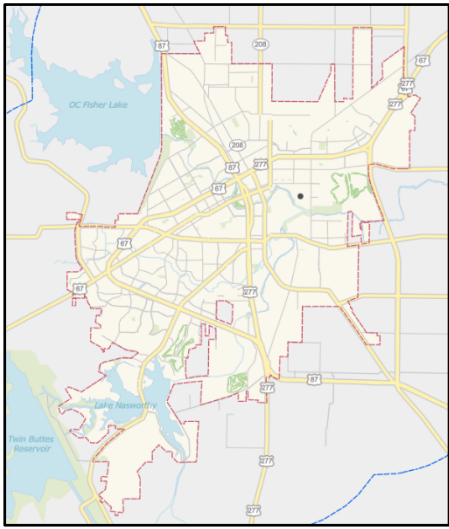
Approved

Approved

Approved

Final Approval

PLANNING COMMISSION – December 18, 2023**STAFF REPORT***City Council First Reading January 16, 2024**City Council Second Reading February 6, 2024*

APPLICATION TYPE:		CASE:	
Rezoning		1212, 1210, & 1208 Roosevelt (previously 1227, 1223 & 1219 Roosevelt)	
SYNOPSIS:			
The applicant's has submitted a zone changed to go from Single Family Residential (RS-1) to Two Family Residential (RS-2) 1212, 1210, 1208 Roosevelt. The owner wants to build duplex dwelling on these three lots and will be requesting rezoning for Lot B1 west of these properties to RS-2 to build additional duplexes in this little neighborhood. That project will require platting. This area is backed up against (RM-1) Low Rise Multiple family to the west and south, with Single Family to the east and north.			
LOCATION:		LEGAL DESCRIPTION:	
Northwest of the Roosevelt St & S Buchanan St. intersection		Denny Addition Section Two, Blk 1, Lots 5, 6, & 7	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #3 – Harry Thomas Neighborhood: Ft. Concho East	RS-1	Neighborhood	.886 acre
THOROUGHFARE PLAN:			
Existing Local Road 80 ft. of R-O-W; 40 ft. pavement – meets minimum for existing roads			
NOTIFICATIONS			
17 notices were mailed out. None have been received either for or against at this time.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from Single Family Residential (RS-1) to Two Family Residential (R-2)			
PROPERTY OWNER/PETITIONER:			
Owner: Chris Trevino Local Contact: A'Lisa Denney			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Information:

This property is east of the downtown area and just north of the river. It is in the older area of the town where the streets are smaller and shorter and the lots generally smaller. Most of the area is developed, although the large lot to the west of this area is still rural in nature and a couple of horses are kept on the property. The area is wooded. There are a mix of land uses in the area with multifamily, single family and commercial fairly close. Any time you drive in the area you see children and walkers. It is an active residential area.

Planning Commission evaluation of appropriateness.

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The property proposed to be rezoned is in the single family (RS-1) zoning district. The Comprehensive Plan has the area as Neighborhood. Rezoning to Two family residential (RS-2) is in keeping with the Neighborhood Land Use designation in the City's Comprehensive Plan, updated in 2009.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* As proposed, the lot will meet the requirements for RS-2 zoning.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The rezoning is generally compatible with the surrounding area as outlined in the Comprehensive Plan mentioned above. If rezoned, the lot will be adjacent to Low Rise Multifamily (RM-1) zoning to the west and south across the street. There is Single Family (RS-1) to the east and north. To a little further to the north and the east there is additional multifamily and commercial.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant wants to develop smaller duplexes on these lots since the lots are larger and can easily accommodate RS-2 housing.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Staff does not anticipate any adverse environmental affects at this time.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a need for this type of product particularly in this area. There are few duplexes in this neighborhood.
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.* This development is a logical

progression of houses and services.

Recommendation:

Staff recommends APPROVAL of the rezoning request.

Attachments:

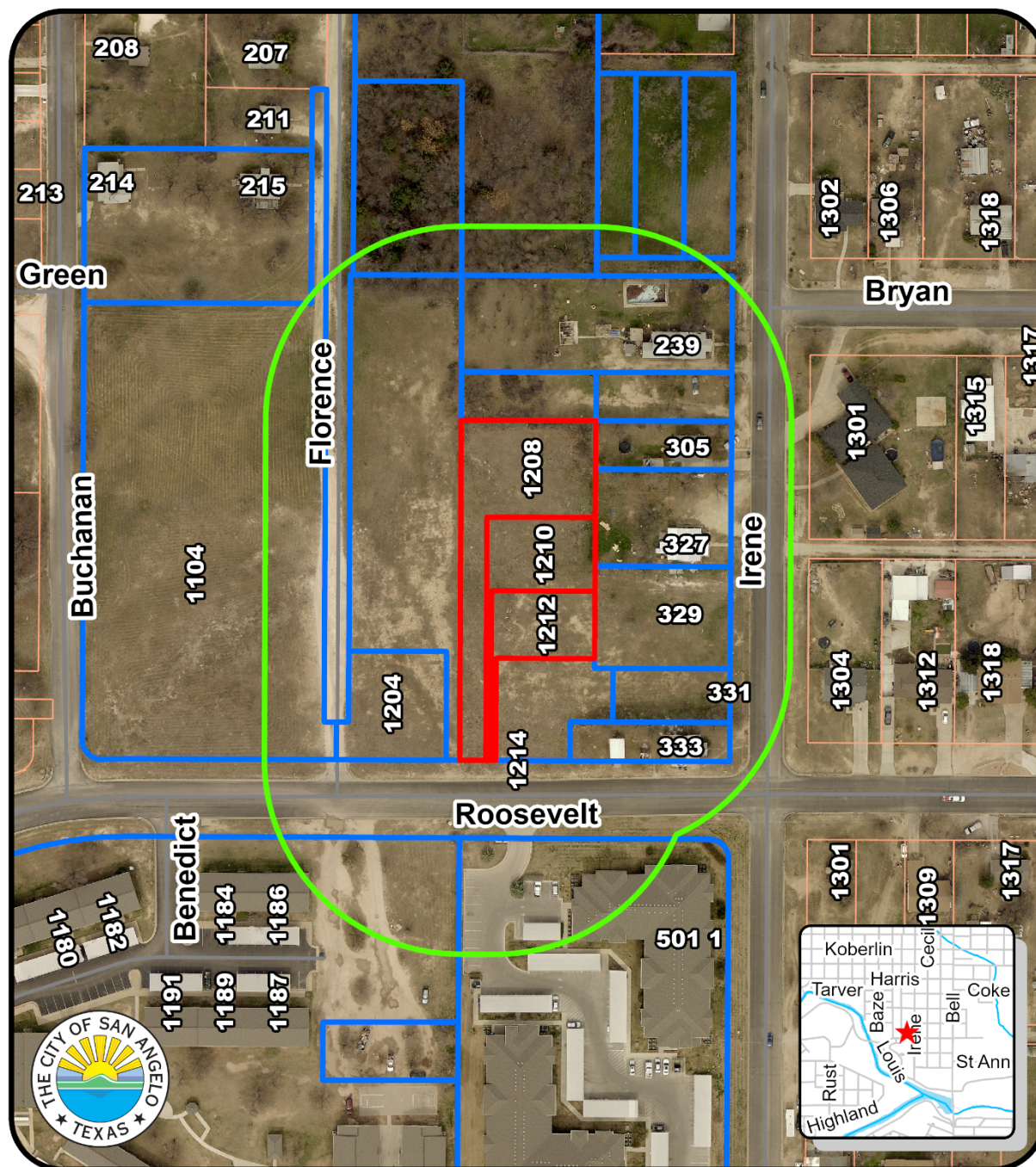
Notification Map

Aerial Map

Zoning Map

Final Plat

Notification Map



200' Notification Map Z23-17: 1212 Roosevelt

Council District: #3 Harry Thomas
Neighborhood: Ft. Concho East

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Properties:



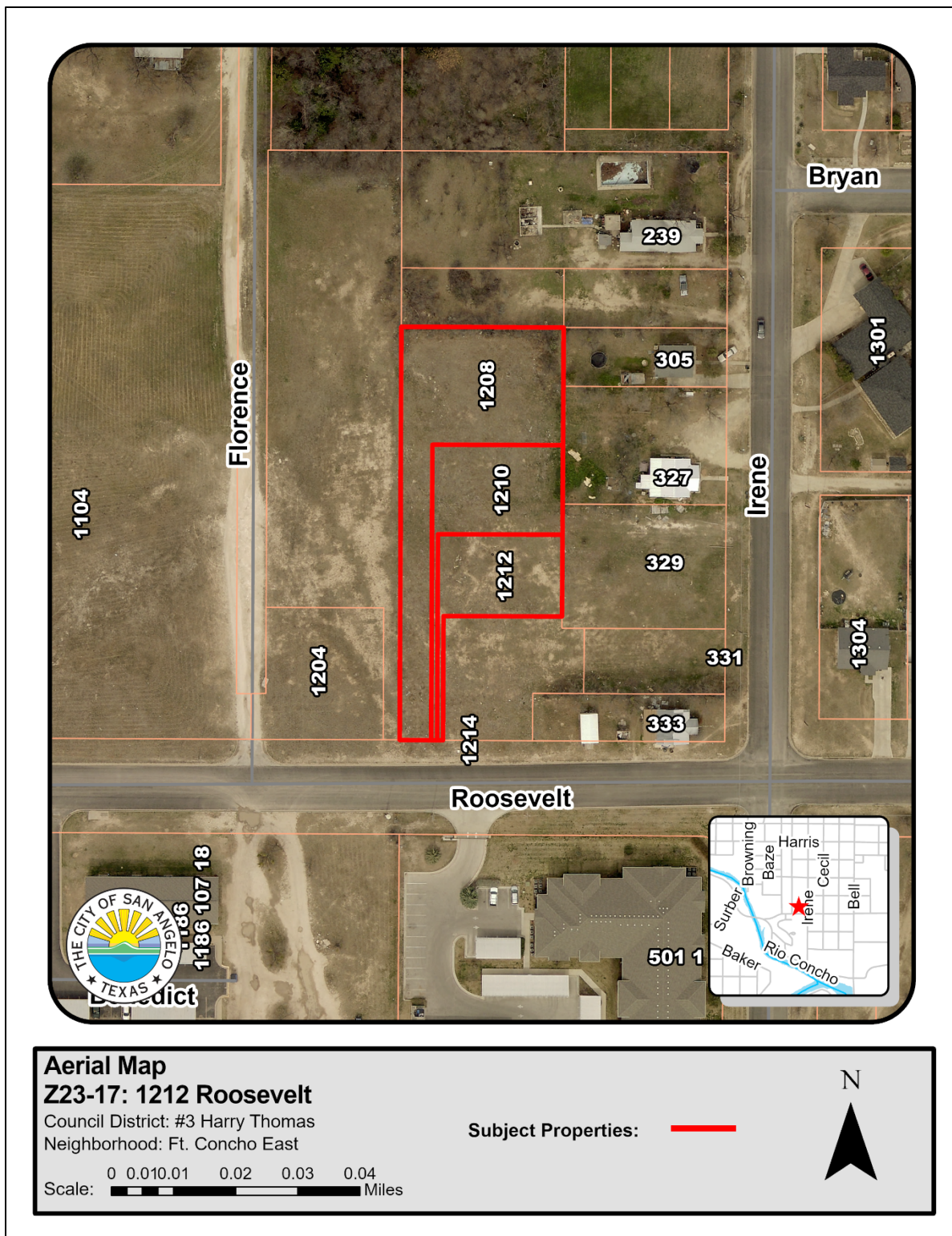
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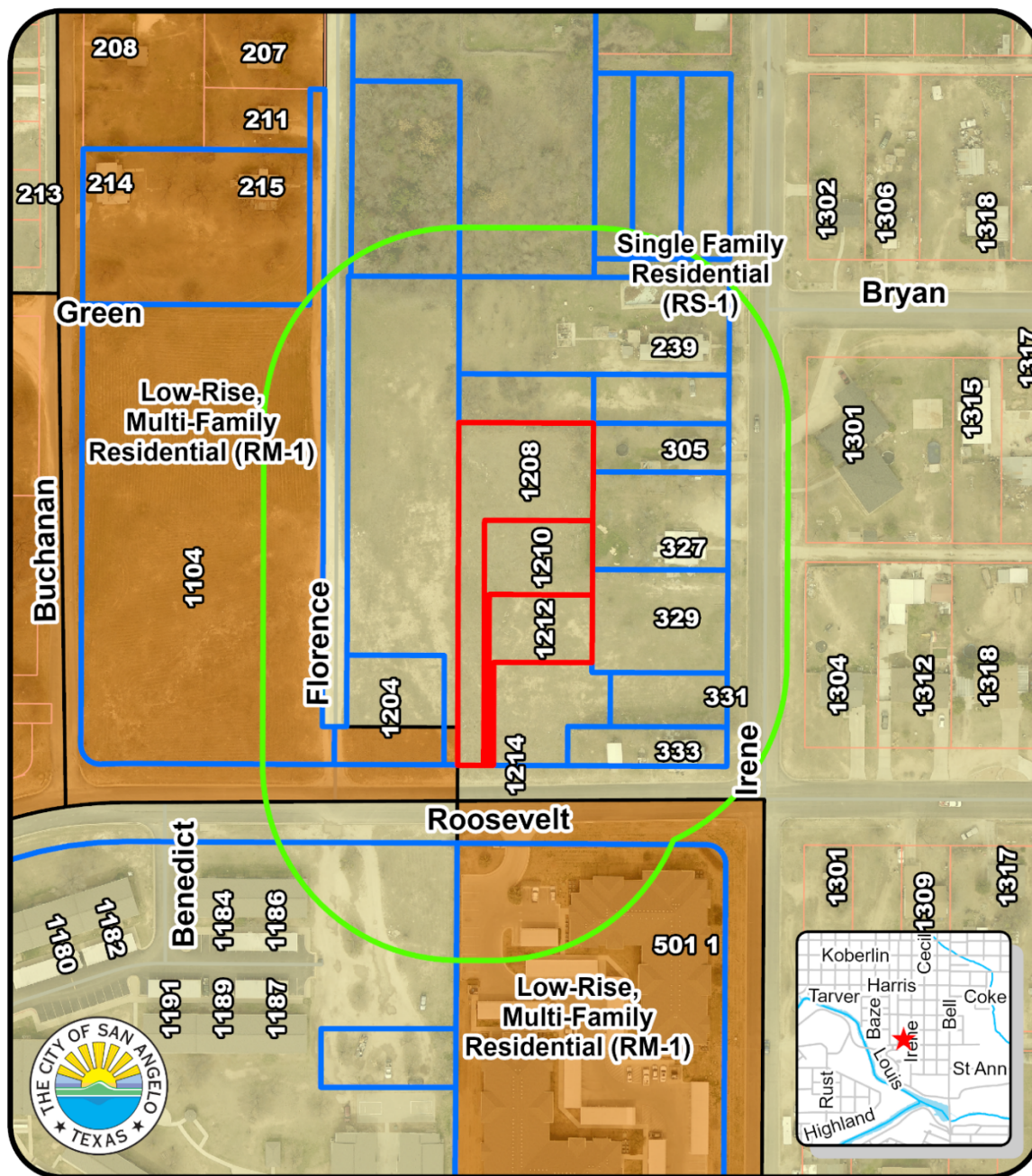
Notified Properties:



Aerial Map



Zoning Map



Zoning Map

Z23-17: 1212 Roosevelt

Council District: #3 Harry Thomas

Neighborhood: Ft. Concho East

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Properties: —

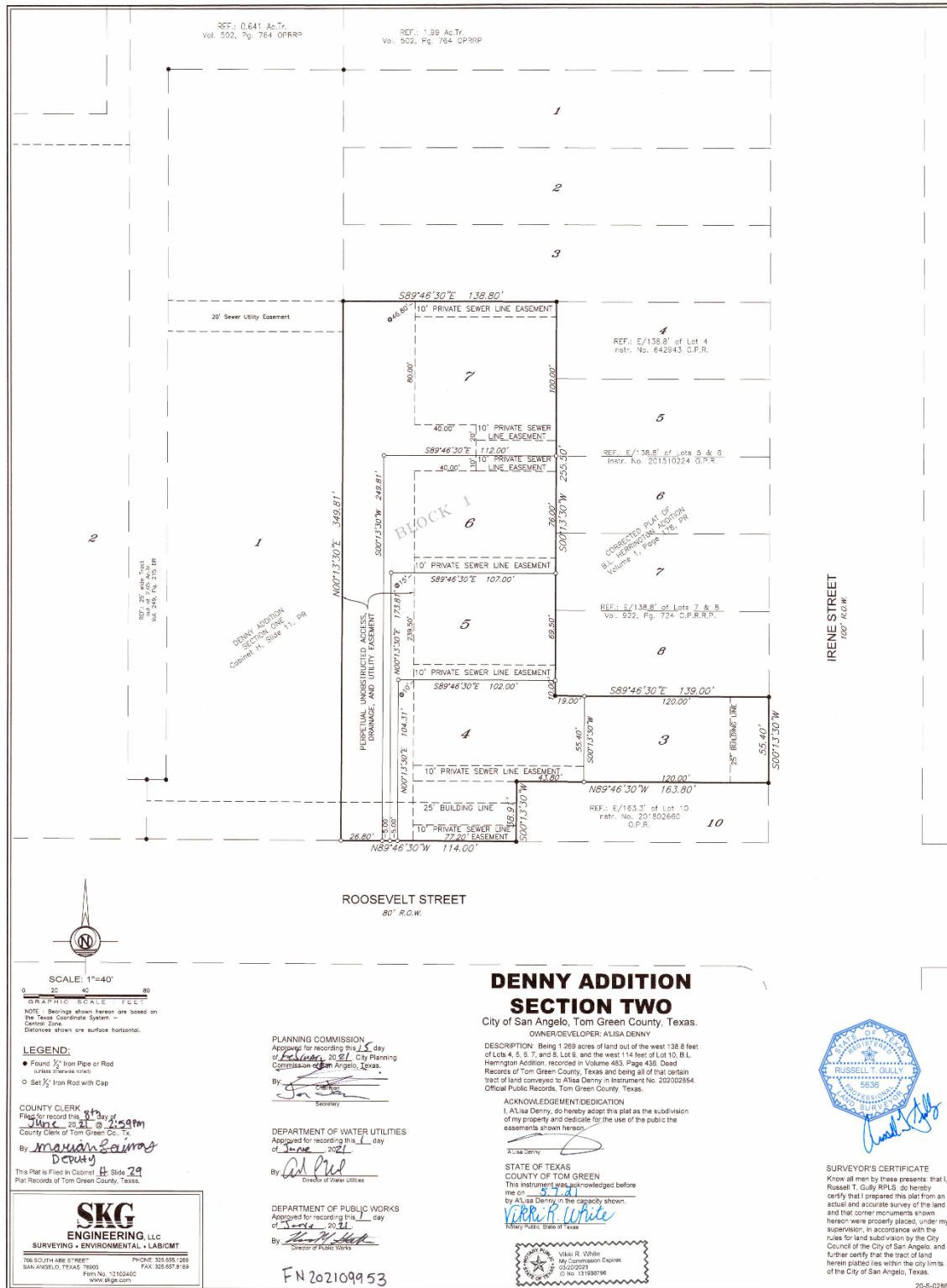
200' Buffer: —

Notified Properties: —

N



202109954 PLAT Total Pages: 1



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 0.886 ACRES LOCATED AT 1212, 1210 & 1208 ROOSEVELT STREET** FROM SINGLE FAMILY RESIDENTIAL (RS-1) TO TWO FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-17: 1212, 1210, & 1208 Roosevelt Street

WHEREAS, on the 18th day of December 2023, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Two-Family Residential Zoning District; and,

WHEREAS, on the 16th day of January 2024, City Council held a public hearing on Z23-17, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned: TWO FAMILY RESIDENTIAL (RS-2).

The real property generally known as 1212, 1210, and 1208 Roosevelt St., being approximately 0.886 acres in Denny Addition Section Two, Block 1, Lots 5, 6 and 7, within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

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

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

INTRODUCED on the **16th day of January 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **6th day of February, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

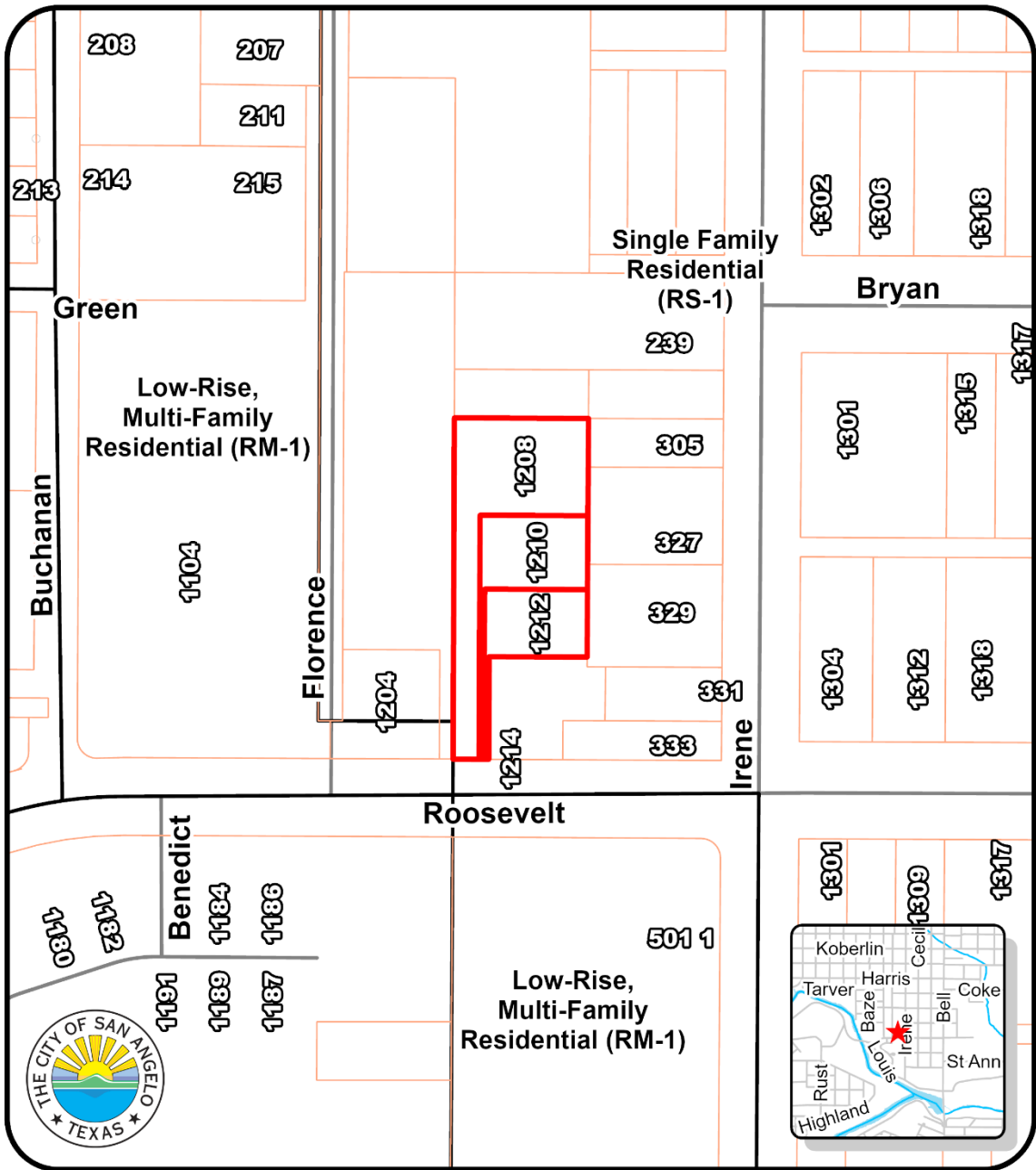
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



B&W Map
Z23-17: 1212 Roosevelt
Council District: #3 Harry Thomas
Neighborhood: Ft. Concho East

Scale: 0 0.01 0.02 0.03 0.04 0.06 Miles

Subject Properties: —

N

NOTE: This application is a public record.

Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Laurence Matthews Lasater JR

Address: [REDACTED]

ZIP code: 76904

Home/mobile phone: [REDACTED]

Office/mobile phone: [REDACTED]

Resident of San Angelo 1973

since: (year)

City Council Single-member 1

District in which you reside:

Registered San Angelo yes

voter? (yes or no)

Occupation/business Company Printing

affiliation:

Occupation/business 3419 Knickerbocker Rd

address:

Title/position: owner

Email: lorenzo@companyprinting.com

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

(o) Yes

3. Date

1/8/2024

4. Applying for:

(o) Zoning Board of Adjustment

5. Recommended by:

(Name): Tommy Hiebert

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version of the application/Board Ordinance on our website?](#)

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

In was born in Mexico, but moved to San Angelo when I was 4. I grew up here and attended Crockett and Glenn before leaving for boarding school for High School. I graduated from the U of California Santa Cruz in 1990 (BA Literature), and then graduated from TCU's Ranch Management Program in 1993. I have been married to Leslie for 30 years, and she also grew up here. We have adult 2 sons who grew up here, and my 2 grandchildren live here. My wife and I own Company Printing and I am also in the ranching business, raising registered Beefmaster cattle around the Concho Valley.

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

Current

Board Member and past-President - Beefmaster Breeders United

Board President - Beefmaster Education Endowment Foundation

Director - Texas and Southwestern Cattle Raisers

Past

Chairman of the SA Chamber Board

United Way

West Texas Rehab Center

Williams Foundation

Deacon- First Presbyterian Church

President - San Angelo Business - Education Coalition

Previous municipal experience (positions, dates, where):

none, outside of the Chamber of Commerce.

What personal qualifications can you bring to the board?

A natural leader. Pro-business, anti-bureaucracy. Coalition builder. Broad range of experience.

What is your personal vision for the City?

A business and citizen friendly place that competes and wins against other Texas communities. A safe and orderly place where citizens can feel comfortable raising their children. A community we can be proud of.

Why do you want to serve on this board?

I want to get involved and this one presented itself.

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

I play golf (badly).

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at [325-657-4405](tel:325-657-4405).

Thank you,

City of San Angelo, TX

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